

OSAWATOMIE CITY COUNCIL

AGENDA

July 28, 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. July 28, 2022 Agenda
  - B. July 14, 2022 Council Workshop Minutes
  - C. July 14, 2022 Council Meeting Minutes
  - D. July 21, 2022 Special Council Meeting Minutes
  - E. Pay Application(s)
  - F. Special Event Permits
    - Elks Riders #921 Car Wash and Slip-n-Slide
    - Elks Riders #921 Scary Trail/Trick-or-Treat
  - G. 05-2022 Council Report
  - H. 06-2022 Council Report
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 of the 2021 Financial Audit – Kyle Spielbusch, Jarred, Gilmore & Phillips, PA
9. Unfinished Business
  - A. Resolution 979 – Power Purchase Agreement with Evergy for Solar Array (no action required)
10. New Business
  - A. Resolution 1022 – Authorizing Sale and Delivery of Transformer to City of Horton
  - B. Resolution 1023 – Animal Shelter Improvement Cost Allocation
  - C. Resolution 1024 – Authorizing Temporary Note Renewal
  - D. Resolution 1025 – Authorizing Repair and Replacement of Memorial Hall Roof
  - E. Resolution 1026 – Bid / Sell Agreement with Third Party
  - F. Resolution 1027 – Setting an Annexation Policy for the City of Osawatomie
  - G. Resolution 1028 - Rural Housing Incentive District and Housing Needs Analysis
11. Hearing of Appeal
  - A. Daniel Gaikowski – 305 Pacific Ave.
  - B. Linsey Hurlbut – 608 Retan
12. Council Report
13. Mayor's Report
14. City Manager & Staff Report
15. Adjourn

*NEXT REGULAR MEETING – AUGUST 11, 2022*

Osawatomie, Kansas. **July 14, 2022.** The Council Meeting was held at Memorial Hall located at 411 11<sup>th</sup> Street. Pro Tem Mayor Lawrence Dickinson called the meeting to order at 6:30 p.m. Council members present were Wright, Macek, Diehm, Dickinson, LaDuex, Bratton, Filipin and Caldwell. Mayor Hampson was absent. City Staff present at the meeting were City Manager, Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Building Official Ed Beaudry, Police Chief David Stuteville, Deputy Police Chief William Bradshaw, Public Safety Officer Nick Gazzano, Public Safety Officer Grant Sparks, Public Works Director Michele Silsbee, Nuisance Officer David Ellis and Business Liaison Kari Bradley. Members of the public were: Chrissy Butler, Josh Butler, Lindsay Freeman, Robin Stuteville, John Wastlund, Neal Daney, Bill Churchwell, Christina Churchwell, David Ash and Ken Olson.

**INVOCATION.** – John Wastlund, The Well Wesleyan

**CONSENT AGENDA.** Approval of July 14th Agenda, June 23<sup>rd</sup> Council Minutes, Special Event Permit – Chamber of Commerce Farmer’s Market. **Motion** made by LaDuex, seconded by Bratton to approve the consent agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

John Wastlund – speaking on behalf of the Ministerial Association. Currently their umbrella is under the 501(C)(3) of the Methodist Church. They are in the process of getting their own bi-laws completed and becoming their own 501(C)(3). They have come up with a snag and they need to use a physical street address and do not want to use a church address because that will tie them to a specific church. Could they use the Old Stone Church address so that it is recognized as undenominational? They have a post office box that they will use for mail.

Chrissy Butler – speaking on behalf of Cassone Properties. They are in the process of two new home builds at 120 & 124 E. Pacific. They started months ago but this week they started working on the foundations. Monday morning there were temporary no parking signs that were put up on both sides of the street. This is causing issues with trucks. They are requesting that the signs on the North sides be removed and would like to know how long they will be there and why they were placed there. The trucks can not go through the alley so they don’t understand why the no parking signs were placed.

David Ash – was concerned that he has been watching businesses in the city fail. What happened to Lights on the Lake? \$79,000 was lost on that event. Are we going to have this event again next year?

Christina Churchwell and Bill Churchwell – they are being blocked in their driveways. If there is traffic parked on their road then they can’t get in their driveway and they do not have an alley. This problem started over a year ago. Everyone there has off street parking so they are not sure why everyone is now parking on the street.

Josh Butler – is the contractor that is building the new homes. Their employees do respect the driveways. Their concrete truck did sit there for about 10 minutes. The workers want to park

as close as they can to the job site and they can't block the alley. It would help if you would just move the no parking signs to the south side of the street that would help.

**PUBLIC HEARINGS.** -None.

**PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.**

SOLAR ARRAY PRESENTATION/UPDATE – Lindsey Freeman with Evergy and Neal Daney with KMEA gave an update on what has been done over the last six months. The preliminary site layout has been upgraded to 5 MW and the panels have been upgraded to 650-watt Talesun bifacial panels & ET Solar 385 mono facial panels. Evergy will also include 4,925 linear feet of fencing.

**UNFINISHED BUSINESS.** - None

**NEW BUSINESS.**

RESOLUTION 1020 – ENTERPRISE FLEET MANAGEMENT PLAN-IMPLEMENTATION – The City Council was presented information relating to the age and need of an ongoing fleet maintenance and replacement program at the June 23, 2022 City Council meeting. This is the next step in entering into a long-term replacement and maintenance program. **Motion** made by Caldwell, seconded by Filipin to approve Resolution 1020 – Directing the City Manager to implement the recommendations presented to the fleet management program presented to the City Council on June 23<sup>rd</sup>, 2022 as presented. Yeas: All.

RESOLUTION 1021 – EXPANSION OF ELECTRIC UTILITY SERVICE AREA – NORTHLAND PROPERTIES – In doing a thorough review of electric utility services including the construction of a solar array north of the State Hospital it became clear that the city and the city's electric utility would benefit financially by taking on additional customers in its incorporated boundaries. The Resolution outlines the costs and benefits of this transfer. **Motion** made by LaDuex, seconded by Bratton to approve Resolution 1021 – Directing the City Manager to complete the negotiation and transfer of electrical grid assets and the provision of electricity to a portion of the northland properties including the Kansas State Hospital as presented. Yeas: All.

**EXECUTIVE SESSION** – **Motion** made by LaDuex, seconded by Wright that the City Council recess into closed, executive session for the purpose of discussing acquisition of real property pursuant to the exception in K.S.A. 75-4319(b)(6). The closed meeting will last 15 minutes and will resume here in Memorial Hall at 7:50 p.m. Also attending will be City Manager Mike Scanlon, Deputy City Manager Bret Glendening and City Attorney Jeff Deane. Yeas: All.

The council meeting resumed to open session at 7:50 p.m. with no action taken.

**COUNCIL REPORTS**

Cathy Caldwell ~ The tourism committee met and discussed an overview of the Lights on the Lake and John Brown Jamboree events. There was a lot of talk regarding where we are going and more to come.

Tammy Filipin ~ enjoyed the Lights on the Lake. We are still looking for people for our arts commission.

Kenny Diehm ~ The Lights on the Lake was well put together. It is a very good project and it appeared to go smoothly.

Dan Macek ~ Lights on the Lake did not have the amount of ticket sales that they hoped for. Thank you to everyone for their support and to those that volunteered.

**MAYOR'S REPORT** -There is a whole lot coming at us in the next several months – with the budget and various events. I encourage any of the City Council that might have questions to not hesitate to stop by and talk with Mike or Bret about what we are working on. I found last week's meeting very helpful and I look forward to hearing more in the future.

The Mural is really looking sharp – the artist was out working on it today. If I remember when this ends there's a possibility the Governor will be coming to view and showcase the mural – correct Mr. Scanlon?

Since we haven't met since Lights on the Lake happened, I want to thank the Macek's, the City Staff, Sponsors, volunteers and anybody else who helped. I understand the concern about the numbers – but we had about 1,000 that had a good time in our town that afternoon and night. And anybody that attended seemed really impressed. Those are big positives. If we up the numbers, and make it breakeven and keep people happy I think we might just hit a home run.

I believe Michele Silsbee our new Public Works Director is into her second week and according to Bret she's hit the ground running.

**CITY MANAGER & STAFF REPORTS.** – The parking on East Pacific has a lot of things to it. We are directing staff to send all questions to Mike or Bret.

#### **OTHER DISCUSSION/MOTIONS.**

**Motion** made by Filipin, seconded by LaDuex to adjourn. Yeas: All. The mayor declared the meeting adjourned at 7:59 p.m.

/s/ Tammy Seamands  
Tammy Seamands, City Clerk



Osawatomie, Kansas. **July 14, 2022.** A work session was held at Memorial Hall located at 411 11<sup>th</sup> Street. Pro Tem Mayor Dickinson called the work session to order at 5:00 p.m. Council members present were Diehm, Dickinson, LaDuex, Bratton, Wright, Macek and Caldwell. Council member Filipin and Mayor Hampson were absent. City Staff present at the meeting were: City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Building Official Ed Beaudry, and Business Liaison Kari Bradley. Member of the public present was James Katzer.

**WORKSHOP.** A presentation was given by the City Manager Mike Scanlon on annexation/de-annexation of properties in and around the City of Osawatomie. The public was then allowed to give their input and concerns.

**OTHER DISCUSSION/MOTIONS.**

The work session ended at 6:15 p.m.

/s/ Tammy Seamands  
Tammy Seamands, City Clerk

Osawatomie, Kansas. **July 21, 2022.** The Special Council Meeting was held at City Hall located at 439 Main Street. Pro Tem Mayor Lawrence Dickinson called the meeting to order at 4:00 p.m. Council members present were: Macek, Diehm, Dickinson, LaDuex, Bratton, and Filipin. Council member Wright arrived at 4:04 p.m. City Staff present at the meeting were: City Manager Mike Scanlon, Deputy City Manager Bret Glendening and City Clerk Tammy Seamands.

**EXECUTIVE SESSION – Motion** made by Dickinson, seconded by Filipin to recess into closed, executive session for the purpose of discussing acquisition of real property pursuant to the exception in K.S.A. 75-4319 (b)(6). The closed meeting will last 25 minutes and will resume here in City Hall at 4:27 p.m. Also attending will be City Manager Mike Scanlon, Deputy City Manager Bret Glendening and City Clerk Tammy Seamands. Yeas: All.

The council meeting resumed to open session at 4:27 p.m. with no action taken.

#### **OTHER DISCUSSION/MOTIONS.**

**Motion** made by LaDuex, seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 4:28 p.m.

/s/ Tammy Seamands  
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL OPERATING	CITY OF OSAWATOMIE	RESTITUTION THEFT OF UTILI	15.87
		OSAWATOMIE GOLF COURSE	JUNE 2022 SCANLON MEMBERSH	<u>120.00</u>
			TOTAL:	135.87
ADMINISTRATION	GENERAL OPERATING	TYLER TECHNOLOGIES INC	UTILITY BILLING ANNUAL FEE	1,008.00
		CITY OF OSAWATOMIE	CITY UTILITY BILLS	29.58
			CITY UTILITY BILLS	687.75
		NAVRAT'S OFFICE PRODUCTS INC	WHITE COPY PAPER	207.50
		FIRST OPTION BANK	LYSOL CLEANER	6.68
			DEGREASER & FLOOR CLEANER	13.59
			SALARY SURVEY	324.00
			UTILITY BILL	24.55
			UTILITY BILL	18.63
			MARC TRAINING	240.00
			MEMBERSHIP IDMA HR	417.00
			RIBBON EMBOSSED SEAL	12.99
			PERSONALIZED RETIREMENT CL	193.84
			POSTAGE METER TAPES	13.75
		KANSAS GAS SERVICE	GAS SERVICES	126.47
		UNEMPLOYMENT INS. SERVICE	SERVICES - ANNUAL SERVICE	200.00
		PAT'S SIGNS	MEMORIAL HALL REMODEL -YD	17.50
			BUSINESS CARDS W/ NEW LOGO	1,482.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	105.00
		NPG NEWSPAPERS INC	RETAIL ADVERTISING	440.00
			LEGAL ADVERTISEMENTS	110.28
		PITNEY BOWES INC.	POSTAGE MACHINE LEASE	189.50
		TALLEY, DEBBIE	JULY 2022 - MH CUSTODIAN	375.00
		OSAWATOMIE ROTARY CLUB	SEMI-ANNUAL DUES - 6/1-12/	120.00
		WEX BANK	FUEL	0.00
		WASTE MANAGEMENT	REFUSE SERVICE	18.33
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	21,201.03
		EVERGY	ELETRIC UTILITY SERVICES	18.14
		NORTON & SCHMIDT CONSULTING ENGINEERS,	500 MAIN STREET	1,650.50
		PAYCHEX	06/03/22 - PAYROLL	553.65
			06/17/22 - PAYROLL SERVICE	203.61
			06/17/22 - PAYROLL SERVICE	615.66
		MOON, SAMANTHA	SUNFLOWER FOUNDATION TRAIL	81.62
			KACM SPRING CONFERENCE	56.76
			MARC TRANS ROUND TABLE	66.55
			KAPIO QUARTERLY MEETING	141.13
		BLACK HILLS ENERGY READY	NATURAL GAS	21.93
		LAUBER MUNICIPAL LAW, LLC	CITY ATTORNEY - MAY 2022	5,520.00
			CC MEETINGS - MAY 2022	1,312.50
		PAGE ENTERPRISES LLC		4,566.66
		SPRINGBOARD CREATIVE LLC	OSA1444 VISUAL BRANDING	11,000.00
		PITNEY BOWES BANK INC - PURCHASE POWER	POSTAGE	<u>704.90</u>
			TOTAL:	54,096.58
CODES ENFORCEMENT	GENERAL OPERATING	BILL'S SEPTIC SERVICE	SEPTIC CLEANOUT - DOG POUN	650.00
		FIRST OPTION BANK	INTERNATIONAL CODE COUNCIL	105.00
		RURAL WATER DIST. #1	RURAL WATER SERVICES	3.72
			RURAL WATER SERVICES	31.67
		WEX BANK	FUEL	430.55
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	1,781.45
		DREXEL TECHNOLOGIES INC	LINE DRAWINGS	135.00
		POMP'S TIRE SERVICE INC	DYNAPRO HT RH12 OWL	278.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KASPER AUTO PARTS	COUNTERAST BAL. BEADS	91.92
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	47.00
		EVERGY	ELETRIC UTILITY SERVICES	572.52
		KEY	ANSI CLASS 3 SS POCKET T-S	53.97
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET LEASE	<u>175.50</u>
			TOTAL:	4,356.84
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	BALANCE TIRES DISMOUNT & B	87.78
		CITY OF OSAWATOMIE	CITY UTILITY BILLS	515.29
		O'REILLY AUTO PARTS	WIN REG ASSY	63.51
		FIRST OPTION BANK	LIFE SAVING AWARDS	68.07
			DRANO MAX	24.00
			DRUG TESTING SUPPLIES	860.45
			POCKET PRONGS	9.00
			DRINKING WATER	22.00
			UNIFORM SUPPLIES	526.00
			ZOOM SUBSCRIPTION	164.51
			BARS	47.95
			DRINKING WATER	17.00
			ISLE PD HOTEL STAY	246.34
			ISLE PD HOTEL STAY	246.34
			BRADSHAW PD HOTEL STAY	308.70
		KANSAS GAS SERVICE	GAS SERVICES	40.43
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	14.86
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	80.00
		WEX BANK	FUEL	3,238.68
		GEARZONE PRODUCTS	OVERPAYMENT	23.29-
			SOCAL OSAWATOMIE FULL COLO	360.00
		WASTE MANAGEMENT	PD REFUSE PICKUP	20.30
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	21,589.07
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	186.00
		TRANSUNION RISK & ALTERNATIVE	ID & BACKGROUND CHECKS	<u>106.00</u>
			TOTAL:	28,818.99
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITY BILLS	191.83
		KANSAS GAS SERVICE	GAS SERVICES	64.33
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	<u>352.76</u>
			TOTAL:	653.92
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITY BILLS	3.49
			CITY UTILITY BILLS	129.19
			CITY UTILITY BILLS	1.50
			CITY UTILITY BILLS	462.72
		O'REILLY AUTO PARTS	CTRL ARM ASY	107.42
			64OZ PROTECT	37.98
			FILTER/REG	184.98
			FILTER/REG	109.99-
			MOUNT COMPND	51.19
		FIRST OPTION BANK	BENCH GRINDER CHAIN STOP	32.87
			CABLE TIE	74.80
		KC BOBCAT	STUMP GRINDER-TOOTH L, R &	327.12
		FAMILY CENTER FARM & HOME	MUD BOOT, STRIPPING WAND,	114.99
			MUD BOOT, STRIPPING WAND,	92.97
		KANSAS GAS SERVICE	GAS SERVICES	53.39
		LOUISBURG FORD SALES INC.	BOLT & NUT	9.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INLAND TRUCK PARTS CO.	WINDOW KIT	8.35
		VAN KEPPEL COMPANY	STRAINER	133.66
		MISCELLANEOUS RONE, JASON	RONE, JASON: RETIREMENT RE	76.32
		RED BUD SUPPLY INC	CL 2 LIME S/VEST L/XL LIME	407.61
			SEGMENTED TAPE PKT	148.17
		USA BLUE BOOK	EXTREME WORK MULTI PLEX	59.05
			WORK GLOVES	144.84
		WEX BANK	FUEL	1,238.79
		WASTE MANAGEMENT	REFUSE SERVICE	71.76
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	5,891.13
		POMP'S TIRE SERVICE INC	225/60TR16 FS ALL SEASON	386.60
			215/75R17.5/16 HANKOOK TH3	854.76
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	<u>47.00</u>
			TOTAL:	11,042.04
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITY BILLS	3.49
			CITY UTILITY BILLS	129.19
			CITY UTILITY BILLS	126.57
			CITY UTILITY BILLS	24.60
		O'REILLY AUTO PARTS	V-BELT, PWR RTD BELTS	39.10
			PWR RTD BELT, V-BELT	22.90
		FIRST OPTION BANK	WATER FOUNTAIN	763.99
			TRASHBAGS FOR DOWNTOWN	12.59
			PLASTIC SPRAY BOTTLES	9.97
			FEBREEZE AIR FRESHENER	20.94
			TRASHBAGS FOR DOWNTOWN	37.77
		FAMILY CENTER FARM & HOME	MASKING TAPE	18.47
			BUSHING 1"X1/2" POLY REDUC	5.78
		MIAMI LUMBER INC.	5GAL 12900 S GLOSS WHITE	119.95
		REEVES WIEDEMAN COMPANY	6PK SQ CUT RUBBER WASHERS	6.87
		PAT'S SIGNS	RESTOOM REFLECTIVE SIGN	37.00
		NEW CENTURY DODGE CHRYSLER JEE	HOSE:RADIATOR OUTLET	60.88
		G.K. SMITH & SONS INC	CAP	94.64
		MADDEN RENTAL LLOYD MADDEN	ADA & REGULAR PORTABLE TO	395.00
		WEX BANK	FUEL	546.69
		WASTE MANAGEMENT	LOAD TO DUMP	18.95
			REFUSE SERVICE	71.77
			CEMETERY REFUSE	183.50
		GOOD GUYS PLUMBING INC	LABOR - JB PARK BATHROOM	304.30
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	4,762.29
			FY22-23 PROP/LIAB CONTRIBU	88.18
		EVERGY	ELETRIC UTILITY SERVICES	20.47
		THE GROUND GUYS OF OLATHE	MAY 2022 MOWING	13,655.17
		WATERS HARDWARE	FLEX PUTTY MORTAR REPAIR	<u>36.36</u>
			TOTAL:	21,571.58
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITY BILLS	470.10
		FIRST OPTION BANK	DEMOSS FIRE HOTEL STAY	305.28
			BREWER FIRE HOTEL STAY	305.28
		KANSAS GAS SERVICE	GAS SERVICES	113.72
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50
		WEX BANK	FUEL	48.40
		WASTE MANAGEMENT	REFUSE SERVICE	287.07
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	<u>2,751.55</u>
			TOTAL:	4,343.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	MAY 2022 MUNICIPAL COURT R	1,971.00
		MIAMI COUNTY SHERIFF'S DEPT	MAY 2022 PRISONER CARE	2,600.00
		SECURITY 1ST TITLE LLC	ACCOMODATION DEED FILING F	171.00
			ACCOMODATION DEED FILING F	171.00
			TITLE REPORT ACCOMODATION	296.00
			TITLE REPORT ACCOMODATION	296.00
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	1,358.14
		LAW OFFICE OF SHEILA M.SCHULTZ	JUNE 2022 MUNICIPAL COURT	2,394.00
		KANSAS BUREAU OF INVESTIGATION	W21-05705 PONCEDELEON	400.00
		HARTLEY LAW GROUP, LLC	COURT APPOINTMENTS	1,600.00
		LAUBER MUNICIPAL LAW, LLC	CITY PROSECUTOR - MAY 2022	4,227.50
		CLYDE & WOOD, LLC/	COURT APPOINTED ATTORNEY	<u>252.00</u>
			TOTAL:	15,736.64
LEVEES & STORMWATER	GENERAL OPERATING	FIRST OPTION BANK	TURBOCHA GASKET NUT WASHER	1,149.39
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	<u>370.40</u>
			TOTAL:	1,519.79
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITY BILLS	415.78
			ECIRCUT	2.50
		FIRST OPTION BANK	COCONUT OIL	9.68
			COPY PAPER	18.03
			ADULT CRAFT SUPPLIES	6.72
			MAILING TAPE	3.75
			TEEN TITANS GO DVD	14.95
			DOORMAT SVG BUNDLE	5.95
			DOORMATS	20.83
			DOORMATS	1.85-
		KANSAS GAS SERVICE	GAS SERVICES	57.17
		BAKER & TAYLOR	BOOKS	283.13
			BOOKS	324.84
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		NPG NEWSPAPERS INC	SUMMER READING ADVERTISMEN	50.00
		OSAWATOMIE ROTARY CLUB	DUES 6/1-12/31 2022 / MENE	120.00
		T MOBILE	PHONE & INTERNET	185.46
		WASTE MANAGEMENT	REFUSE SERVICE	63.53
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	4,603.55
		MIDWEST TAPE	DIGITAL MEDIA	228.83
		KWIKOM COMMUNICATIONS	INTERNET-LIBRARY	145.00
		ROMERO, AURORAH	LIBRARY CLEANING	60.00
			LIBRARY CLEANING	60.00
			LIBRARY CLEANING	60.00
		INGRAM LIBRARY SERVICES	BOOKS	<u>37.39</u>
			TOTAL:	6,820.24
TECHNOLOGY	GENERAL OPERATING	TYLER TECHNOLOGIES INC	INCODE COURT, ANNUAL FEES	4,086.42
			PLUGGABLE UD DOCKING STATI	87.79
		FIRST OPTION BANK	DOCKING STATION	62.77
			DESKTOP SPEAKERS	57.85
			BACKUP SERVICE FOR WEBSITE	8.95
			BACKUP SERVICE FOR WEBSITE	125.00
			REPLACEMENT PEN FOR CHROME	42.90
			REPLACEMENT PEN FOR CHROME	42.90
			ROLL LABELS	15.88
			WEB SITE HOSTING	62.00
			CAMERA RECORDING	14.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WEBSITE HOSTING	9.99
		TRAINING @ YOUR PLACE	MINI-COURT RENEWAL ANNUAL	300.00
		AT&T MOBILITY	PHONE & INTERNET	433.53
			PHONE & INTERNET	419.20
			PHONE & INTERNET	483.24
			PHONE & INTERNET	513.68
		T MOBILE	PD HOTSPOTS	62.30
		VERIZON WIRELESS	PHONE & INTERNET	1,013.89
		KSFIBERNET	PHONE & INTERNET	411.44
		KWIKOM COMMUNICATIONS	WIRELESS INTERNET	90.00
		RICOH USA, INC.	COPIES - LIBRARY	151.01
			COPIES - CITY MANAGER OFFI	62.19
		RICOH USA, INC.	PRINTER LEASE	260.47
		RICOH USA, INC.	RENT	82.66
			RENT	128.31
		NITEL, INC.	PHONE & INTERNET	1,177.02
		NEXTIVA, INC.	PHONE & INTERNET	1,125.21
		TOSHIBA FINANCIAL SERVICES	PRINTER LEASE, OVERAGE	186.75
			PRINTER LEASE, OVERAGE	189.73
		ZOHO CORPORATION	ANNUAL SUBSCRIPTIONS	2,196.00
		WATERS HARDWARE	1/2" EMT CONDUIT	<u>12.99</u>
			TOTAL:	13,917.06
WATER ADMINISTRATION	WATER	KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.81
			06/17 - KS UNEMPLOYMENT	0.32
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	299.85
		KPERS	KPERS - 06/03/22	539.34
			KPERS - 06/17/2022	480.25
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	111.51
			06/17 - IMCA	98.85
		EFTPS	EFTPS - 06/03/2022	442.38
			06/17/22 - EFTPS	<u>390.60</u>
			TOTAL:	2,435.68
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	CITY UTILITY BILLS	11,568.05
			CITY UTILITY BILLS	134.21
		FIRST OPTION BANK	BURGOON WASTEWATER COURSE	121.00
			HOWARD PP HOTEL STAY	112.10
		GRAINGER W.W. INC	DFINIT PRPOSE CNTACTR	22.23
			AG FAN MTR, SPLT PH, TEO	523.08
			PROPELLER, MACHINE, BLADE	135.18
			RIGID SHAFT COUPLING	140.66
		JCI INDUSTRIES	RENU PUMPHEAD POLYPRO FITT	1,303.62
			CONNECTION, GASKET, FLANGE	781.08
		KANSAS DEPT OF HEALTH & ENVIRO	EXAMINATION FEE	25.00
			EXAMINATION FEE	25.00
			ANNUAL WW PERMIT FEES 2022	320.00
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	1.06
			06/17 - KS UNEMPLOYMENT	1.81
		KANSAS RURAL WATER ASSOC	CONFINED SPACE ENTRY	90.00
			COMPETENT PERSON-TRENCHING	90.00
		RAY'S LAWN & GARDEN	A42K BELTS	33.90
		INSCORE CONSTRUCTINO	Trail head water service	3,000.00
		USA BLUE BOOK	HACH FREE CHLORINE	187.11
			GIL HYDRANT DIFFUSER	167.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VALVE WHEEL WRENCH	47.08
			CHLORINE, HYDRANT WRENCH	655.80
		HAWKINS INC	Ammonia	662.67
			Freight	39.50
			Polymer	2,830.87
			Chlorine	1,679.14
		WASTE MANAGEMENT	REFUSE SERVICE	36.55
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	7,425.65
		KPERS	KPERS - 06/03/22	676.08
			KPERS - 06/17/2022	678.87
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	23.72
			06/17 - IMCA	24.18
		EFTPS	EFTPS - 06/03/2022	604.01
			06/17/22 - EFTPS	<u>664.73</u>
			TOTAL:	34,831.43
WATER DISTRIBUTION	WATER	CARTER WATERS	FL BLUE & GREEN PAINT	364.32
		CITY OF OSAWATOMIE	CITY UTILITY BILLS	3.49
			CITY UTILITY BILLS	44.63
		O'REILLY AUTO PARTS	PWR BRK BSTR, CORE CHARGE	340.13
			FUEL FILTER	16.60
			CORE RETURN FROM 0205-2695	35.00-
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.64
			06/17 - KS UNEMPLOYMENT	0.43
		LOUISBURG FORD SALES INC.	FLAZ-6890-A	10.04
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
			LOCATES	16.80
		WEX BANK	FUEL	264.59
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	3,615.82
		CORE & MAIN LP	Walnut water line	38,725.23
			TURBO METER	861.83
			RUBBER GASKET HEAD BOLT ZI	333.14
		KASPER AUTO PARTS	NAPAGOLD OIL FILTER	8.79
		KPERS	KPERS - 06/03/22	203.60
			KPERS - 06/17/2022	227.84
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	6.25
			06/17 - IMCA	6.25
		EFTPS	EFTPS - 06/03/2022	157.88
			06/17/22 - EFTPS	199.51
		FORTILINE WATERWORKS	4 1/2 V/O 4' BURY 4" SHOE	<u>2,285.00</u>
			TOTAL:	47,676.61
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	THORNTON, KATHLEEN	01-067000-22
			ELITE HOME BUILDERS	01-093850-01
			THOMPSON, KATHY S	01-116400-13
			VELASQUEZ, JOSE	01-129800-06
			REED, LEJEND	01-129900-18
			WARNER, ELIZABETH	01-199400-35
			YELTON, JEFFREY	01-146600-28
		ADCOMP SYSTEMS, INC.	TECH FEE PER TRANSACTION 1	<u>62.50</u>
			TOTAL:	789.66
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	MAY 2022 - COMP USE TAX	88.00
			MAY 2022 - UTILITIES SALES	7,573.33
			MAY 2022 - UTILITIES SALES	3,924.65
			MAY 2022 - UTILITIES SALES	3,363.98



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MAY 2022 - UTILITIES SALES	4,466.36
			MAY 2022 - UTILITIES SALES	888.83
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.97
			06/17 - KS UNEMPLOYMENT	0.32
		KANSAS STATE TREASURER	LOW INTEREST UTILITY LOAN	34,654.44
			LOW INTEREST UTILITY LOAN	788.06
		UNEMPLOYMENT INS. SERVICE	SERVICES - ANNUAL SERVICE	200.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	37.50
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	1,023.01
		KPERS	KPERS - 06/03/22	554.43
			KPERS - 06/17/2022	496.07
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	111.37
			06/17 - IMCA	98.70
		EFTPS	EFTPS - 06/03/2022	452.82
			06/17/22 - EFTPS	<u>401.70</u>
			TOTAL:	59,124.54
ELECTRIC PRODUCTION	ELECTRIC	FIRST OPTION BANK	HOWARD PP HOTEL STAY	500.00
		FAMILY CENTER FARM & HOME	PAINT YELLOW, BRUSH, PRY B	67.86
			PAINT YELLOW, BRUSH, PRY B	9.99
			BLASTER, CORD EXT, UTILITY	67.00
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.19
			06/17 - KS UNEMPLOYMENT	0.30
		KMEA	EMP1 - MAY 2022	18,871.96
			EMP1 - MAY 2022	23,759.12
			GRDA POWER - JUNE 2022	142,476.21
			SPA HYDRO - APRIL 2022	2,195.97
			WAPA HYDRO - MAY 2022	7,695.50
		KANSAS GAS SERVICE	GAS SERVICES	32.69
			GAS SERVICES	83.70
		REEVES WIEDEMAN COMPANY	SLOAN REGAL DEARBORN BRASS	142.87
		BRADLEY AIR CONDITIONING & HEATING	RAIN CAP / ROOF TOP VENT P	34.75
		WEX BANK	FUEL	366.04
			FUEL	102.03
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
			REFUSE SERVICE	36.56
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	55,189.69
		PALACE HARDWARE	1-1/2" SLIP JOIN	2.89
		KPERS	KPERS - 06/03/22	81.02
			KPERS - 06/17/2022	78.46
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	3.39
			06/17 - IMCA	3.46
		EFTPS	EFTPS - 06/03/2022	73.28
			06/17/22 - EFTPS	79.39
		EVERGY	ELETRIC UTILITY SERVICES	24.09
			ELETRIC UTILITY SERVICES	24.49
		POWERTECH, LLC	Generator battery charger	7,816.31
			Trouble shot not in auto	5,602.93
		WATERS HARDWARE	SNAP, SPLIT KEY RING, KEY,	64.36
			150' POLY HOSE HANGER	12.98
			WOVEN COVER, SEALANT, PAST	<u>156.08</u>
			TOTAL:	265,727.33
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	CITY UTILITY BILLS	123.39
			CITY UTILITY BILLS	44.63
		FAMILY CENTER FARM & HOME	OUTLET SINGLE RECPT SINGLE	18.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PARTS TRACTOR & SMALL ENG.	20.59
		INSORE CONSTRUCTINO	INSTALL C/O FOR SEWER	300.00
		PROTECTIVE EQUIP. TESTING LAB.	RUBBER GLOVES & SLEEVES TE	124.91
			SHIPPING & HANDLING -INCOR	28.27
			GLOVES - SHIPPING	33.26
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
			LOCATES	16.80
		JEO CONSULTING GROUP INC	SOLAR APP/WWTP GENERATOR	1,235.00
		WEX BANK	FUEL	720.57
		ANIXTER INC	WIRE 1/0 AL 7STR TPLX XLP	1,668.00
			FR CONTROL 2.0 BASE TSHIRT	377.85
			FR CONTROL 2.0 T SHIRTS	377.85
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	8,483.94
		PALACE HARDWARE	UPS E/PACKAGE EXPRESS	32.18
		KPERS	KPERS - 06/03/22	787.63
			KPERS - 06/17/2022	832.10
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	45.00
			06/17 - IMCA	45.00
		EFTPS	EFTPS - 06/03/2022	642.45
			06/17/22 - EFTPS	680.69
		WATERS HARDWARE	32OZ PREMIX 50: 1 FUEL	35.96
		ASPIRION HEALTH RESOURCES	ACCIDENT DRUG TEST	41.00
			TOTAL:	16,734.83
SEWER ADMINISTRATION	SEWER	KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.96
			06/17 - KS UNEMPLOYMENT	0.31
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
			LOCATES	16.80
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	27,197.99
		KPERS	KPERS - 06/03/22	241.86
			KPERS - 06/17/2022	217.32
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	4.12
			06/17 - IMCA	4.12
		EFTPS	EFTPS - 06/03/2022	192.63
			06/17/22 - EFTPS	171.53
			TOTAL:	28,066.44
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	CITY UTILITY BILLS	3,065.98
		FIRST OPTION BANK	TREATMENT LAB COURSE	50.00
		FAMILY CENTER FARM & HOME	TERRO FRUIT FLY TRAPS	24.97
			NOZZLE PISTOL ZINC ADJUSTA	5.98
			FACE SHIELD RATCHET	19.19
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.22
			06/17 - KS UNEMPLOYMENT	0.21
		USA BLUE BOOK	ALUMINUM POLE 6-12'	83.89
		HAWKINS INC	AQUA HAWK 1124 450 LB DNR	1,651.50
		JEO CONSULTING GROUP INC	SOLAR APP/WWTP GENERATOR	1,922.50
		TG TECHNICAL SERVICES	ON SITE CALIBRATION OF GAS	275.00
		WASTE MANAGEMENT	REFUSE SERVICE	73.11
			SLUDGE HAUL OFF	1,934.90
		KPERS	KPERS - 06/03/22	237.13
			KPERS - 06/17/2022	233.97
		EFTPS	EFTPS - 06/03/2022	186.08
			06/17/22 - EFTPS	183.38
		ZIMA CORPORATION	SELECTOR SWITCH ADALET	514.45
			TOTAL:	10,462.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	CITY UTILITY BILLS	3.49
			CITY UTILITY BILLS	44.63
			CITY UTILITY BILLS	26.34
			CITY UTILITY BILLS	31.29
			CITY UTILITY BILLS	1,069.96
		JCI INDUSTRIES	FS TS CONTROLS @ SOUTH LS	562.00
		KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	0.64
			06/17 - KS UNEMPLOYMENT	0.44
		WEX BANK	FUEL	155.48
		CORE & MAIN LP	SADDLE EPOXY STRAP	409.98
			SADDLE EPOXY W/E G BALES	290.64
		KPERs	KPERs - 06/03/22	201.96
			KPERs - 06/17/2022	226.21
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	6.25
			06/17 - IMCA	6.25
		EFTPS	EFTPS - 06/03/2022	156.65
			06/17/22 - EFTPS	<u>198.29</u>
			TOTAL:	3,390.50
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURBSIDE PICKUP	31,313.12
			TRASH STICKERS FOR RESALE	<u>270.00</u>
			TOTAL:	31,583.12
LIBRARY	LIBRARY	FIRST OPTION BANK	KINETRIC SAND WANDS BLASTE	304.39
			WORLD OF WONDERS BOOK ENDS	45.45
			FUJIFILM CAMERA KINDLEFIRE	427.10
			SEA TURTLE BLANKET	20.99
			KNOT GRIT PATTERNS	6.00
			TICKETS FOR ADMISSION	263.60
			BOOK	7.14
			BOOK	7.14
			POSTERBOARDS	543.96
			BOOKS	14.20
		BAKER & TAYLOR	BOOKS	14.20
		MISCELLANEOUS MESNER PUPPET THEATER	MESNER PUPPET THEATER:PUPP	600.00
		NPG NEWSPAPERS INC	SUMMER READING ADVERTISMEN	88.00
		EBLE, SPENCER N.	ALUMNI BREAKFAST	<u>1,100.00</u>
			TOTAL:	3,427.97
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	ALLENBRAND-DREWS & ASSOC., INC	HICKORY VALLEY REPLAT	3,850.00
			FY22-23 PROP/LIAB CONTRIBU	<u>1,252.31</u>
		MIDWEST PUBLIC RISK	TOTAL:	5,102.31
PARKS & CEMETERIES	SPECIAL PARK & REC	CITY OF OSAWATOMIE	CITY UTILITY BILLS	<u>35.12</u>
			TOTAL:	35.12
STREET AND ALLEYS	STREET IMPROVEMENT	CARTER WATERS	ASPHALT SS-1H EMULSION 455	238.80
			BACKHOSE LEASE PAYMENT	19,460.41
		FIRST OPTION BANK	BACKHOSE LEASE PAYMENT	1,804.08
			PLANT MIX	2,608.20
		KILLOUGH CONSTRUCTION INC	PLANT MIX	1,785.70
			PLANT MIX 6-9-22	382.32
			COLD MIX 6-6-22	679.80
			KDOT LOW STRENGTH FLOWABLE	1,100.20
		PENNY'S AGGREGATES, INC.	TRUCKING - HAULING	<u>1,293.12</u>
		ESSARY PLUMBING	TOTAL:	29,352.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CABIN	TOURISM	HALL'S BOBCAT SERVICE	MULCH FOR TRAIL HEAD FLOWE	183.90
		KANSAS GAS SERVICE	GAS SERVICES	32.69
		MIAMI LUMBER INC.	4X4 12' 1# MCQ TREATED	94.74
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	37.50
		MADDEN RENTAL LLOYD MADDEN	ADA & REGULAR PORTABLE TO	125.00
		WASTE MANAGEMENT	REFUSE SERVICE	55.51
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	1,128.84
		WINGERT SIGN COMPANY LLC	JUNE 2022 BILLBOARD RENTAL	1,350.00
		MARQUEZ, MARK	SEASONAL MAINTENANCE- MAY	300.00
			SEASONAL MAINTENANCE- MAY	360.00
		MOSCA DESIGN	RETURNED ITEMS	3,335.93-
			Christmas Decorations	15,822.41
		BRICKMOB	OSAWATOMIE MURAL	3,750.00
		OSAWATOMIE TORNADO ALLEY RALLY	2022 SPONSORSHIP SOAP BOX	<u>200.00</u>
			TOTAL:	20,104.66
JOHN BROWN JAMBOREE 2. TOURISM		C & G MERCHANTS SUPPLY	JAMBOREE PARADE CANDY	403.84
		KANSAS DEPT OF REVENUE	TOURISM - LOTL/JAMBOREE	4.06
			TOURISM - LOTL/JAMBOREE	3.48
			TOURISM - LOTL/JAMBOREE	15.07
		PAT'S SIGNS	YARD SIGN WRISTBAND SALE P	35.00
			JB JAMBOREE - YARD SIGNS	116.00
			JB JAMBOREE -1SIDE YARD SI	43.50
			BANNERS- 4 EVENT SPONSORS	288.00
			JB JAMBOREE - POSTER WRIST	17.50
			JB JAMBOREE - TROLLEY BANN	180.00
		LINN COUNTY NEWS	ADVERTISING JB JAMBOREE	<u>328.20</u>
			TOTAL:	1,434.65
LIGHTS ON THE LAKE	TOURISM	AERIAL FX INC	FIREWORKS	3,318.75
		HALL'S BOBCAT SERVICE	LOTL - GRAVEL HAULING	2,714.28
		KANSAS DEPT OF REVENUE	TOURISM - LOTL/JAMBOREE	114.27
			TOURISM - LOTL/JAMBOREE	97.94
			TOURISM - LOTL/JAMBOREE	424.42
		BMI	EVENT LICENSE	391.00
		MISCELLANEOUS KC PARENT	KC PARENT:JUNE 2022 LOTL	395.00
		MACEK, DAN	POKER CHIPS	436.49
			FACEBOOK ADVERTISING	250.00
			FACEBOOK ADS	80.88
			PAPER	644.36
			SIGNS & BANNERS	604.37
			WOOD FOR RACKS	36.70
			DRINKS FOR EVENT	144.01
			RIDER ITEMS & VOLUNTEER DR	183.74
			RIDER STUFF & DRINKS	329.95
			PAINT, WAND, TAPE	676.14
			FRUIT, GATORADE, LYSOL WIP	29.62
			FRUIT, GATORADE, LYSOL WIP	17.39
			WALKIE TALKIE SNAP BLADE K	47.63
			WALKIE TALKIE & UTILITY BL	47.63
			WALKIE TALKIE HARBOR FREIG	47.63-
		TOP FLIGHT ENTERPRISES LLC	BOUNCE HOUSES/WATER SLIDES	2,042.50
		OMNI ENTERPRISES, LLC	SARA EVANS PERFORMANCE PAY	21,250.00
		PARKIT	PARKING CONTROL	2,509.00
		EBLE, SPENCER N.	BUFFETT SERVICE	325.00
		SA ENTERTAINMENT KC	FACE PAINTING	1,060.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRAZY BEATZ PRODUCTIONS LLC	LOTL PRODUCTION	8,430.00
		AMAZING BALLOON CREATIONS	BALLOON TWISTING	540.00
		PAGE, SUE	LOLT CATERING	625.00
			TOTAL:	47,718.44
FIRE	PUBLIC SAFETY EQUI	MOTOROLA SOLUTIONS, INC.	RADIOS	28,107.60
			TOTAL:	28,107.60
COURSE OPERATIONS	GOLF COURSE	BREWER'S AUTOMOTIVE REPAIR INC	8X12 TUBE	26.29
			BOTTLE OF BRAKE FLUID	5.99
		O'REILLY AUTO PARTS	BATTERIES	160.42
		FIRST OPTION BANK	POTATO SALAD	47.36
			BUNS	5.00
			WATER	11.00
			BUNS	10.00
			PORK TENDERLOIN & RIBEYE S	68.56
			VALVE SPOOL	633.25
			LED WIRING HARNESS	23.79
			INDICATOR LIGHT LAMPS	24.32
			STRAWS & ICEBAGS	45.13
			CLUB CAR VOLTAGE REGULATOR	52.89
		KANSAS DEPT OF REVENUE	MAY 2022 - GOLF SALES TAX	456.80
			MAY 2022 - GOLF SALES TAX	391.54
			MAY 2022 - GOLF SALES TAX	1,696.68
		MIAMI LUMBER INC.	2X4 STD BTR WAFERBOARD PLY	225.65
			GREEN DECK SCREWS STD BTR	63.84
			2X4 #2 STD BTR PRIME TREAT	0.66
			SCREWS, MCQ TREATED, STDs	184.77
			STD & BTR	22.03
		ATCO INTERNATIONAL	QUICKIES, ASSAULT, GLOVES	570.50
		MIDWEST DISTRIBUTORS	BEER	255.00
			BEER	166.20
			BEER	204.50
			BEER	166.20
		RURAL WATER DIST. #1	RURAL WATER SERVICES	71.54
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50
		CRAWFORD SALES COMPANY	BEER	316.60
			BEER	319.20
			BEER	540.50
			BEER	393.45
		PRESTIGE FLAG	LOGO FLAGS, DIRTGUARD	592.14
		DISH NETWORK	CABLE SERVICES	130.07
		DONNA & VIOLA'S SHIRTS & ETC.	T-SHIRTS GOLF	67.20
		M&M GOLF CARS LLC	FASCIA, BLK	153.01
		MADDEN RENTAL LLOYD MADDEN	ADA & REGULAR PORTABLE TO	95.00
		PROFESSIONAL TURF PRODUCTS LP	SEAL KIT, SUNGLASS RETAINE	97.63
			SEAL KIT & SUNGLASS RETAIN	153.29
		MIDWEST TURF INC	JRM FAIRWAY BEDKNIFE FOR T	378.85
			SOLAR PROTECTANT	530.00
		REINDERS INC	HERBICIDE	1,690.51
		WILSON SPORTING GOODS	WILSON STAFF JAR BALL LOGO	300.00
		SITEONE LANDSCAPE SUPPLY	M-CUSTOMER REBATE	4.07-
			BUFFALOGRASS SEED	886.10
		MIDWEST PUBLIC RISK	FY22-23 PROP/LIAB CONTRIBU	6,014.60
		ALL STAR PRO GOLF	DIVOT TOOLS, HAT CLIPS	691.05
		GREATLIFE WARSAW LLC	JUNE 2022 - CONSULTING FEE	416.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA DR PEP, COKE DT C	333.14
			CPRE RTBR COKE DT COKE DR	392.56
			CORE SPA, FRUIT/VE, SPORTS	194.82
			CORE SPA DT COKE DR PEPPER	200.90
		KASPER AUTO PARTS	HYD HOSE FITTINGD, TERM. A	64.25
			CABLE TIE	11.49
			18MO WTY BAT, CORE DEPOSIT	226.90
			18MO WTY BAT, CORE DEPOSIT	226.90
			18MO WTY BAT, CORE DEPOSIT	190.90
		SRIXON / CLEVELAND GOLF / XXIO	BALL Q-STAR BLUE & RED	200.64
			BALL QSTAR TOUR DIVIDE	100.32
		ACUSHNET COMPANY	PERMA-SOFT MRL PEARL	143.39
		EVERGY	ELETRIC UTILITY SERVICES	18.42
			ELETRIC UTILITY SERVICES	52.97
			ELETRIC UTILITY SERVICES	136.14
			ELETRIC UTILITY SERVICES	505.38
			ELETRIC UTILITY SERVICES	253.76
		SYSCO KANSAS CITY, INC.	BRATS, BURGER, CHICKEN, FO	1,070.41
		FOLDS OF HONOR	FOLDS OF HONOR - GOLF	660.00
		WATERS HARDWARE	TR WSH NEEDLE PT 8X3/4 80L	5.79
			TR WSH NEEDLE PT 8X3/4 80L	5.99
			32 GAL BLK TRASH CAN	29.94
		MIDDLE OF THE MAP, LLC	DECODERS	2,500.00
		KANSAS RESTAURANT & HOSPITALITY ASSOCI	KRHA MEMBERSHIP ANNUAL	360.00
		NUCO PUMP SALES AND SERVICE	PUMP STATION REPAIRS	327.00
			TOTAL:	27,171.75
CLUB HOUSE	GOLF COURSE	WASTE MANAGEMENT	REFUSE SERVICE	115.94
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	47.00
			TOTAL:	162.94
WATER DISTRIBUTION	CIP -WATER	BG CONSULTANTS INC	2023 WTP IMPROVEMENTS	27,413.10
			TOTAL:	27,413.10
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	WWTP IMPROVEMENTS MAY 2022	3,331.50
			WTPW STREAM SUMMARY	915.00
		WESTERN CONSULTANTS	CDBG 21-PF-027 03/31 QRP	4,392.50
			TOTAL:	8,639.00
STREETS & ALLEYS	CIP - STREET PROJE	BG CONSULTANTS INC	BROWN ST IMPROVEMENTS	675.00
			STREET IMPROVEMENT	70,346.25
			TOTAL:	71,021.25
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	JUNE 2022 CAFETERIA PLAN	1,302.44
		KANSAS DEPT OF REVENUE	06/03/22 - KANSAS DEPT OF	4,269.88
			06/17 - KS DEPT OF REV	5,226.89
		GUARDIAN	JUNE 2022 - GUARDIAN	484.67
			JUNE 2022 - GUARDIAN	484.67
			JUNE 2022 - GUARDIAN	27.63
		HUMANA INSURANCE CO.	JUNE 2022 - HUMANA PAYMENT	2,998.28
		KANSAS PAYMENT CENTER	06/03 - CHILD SUPPORT PAYA	2,166.57
			06/17 - CHILD SUPPORT	2,349.07
		KPERS	KPERS - 06/03/22	6,223.03
			06/01/22 - KPERS LIFE	143.53
			KPERS - 06/17/2022	6,064.50
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	1,503.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			06/17 - IMCA	1,444.55
		EFTPS	EFTPS - 06/03/2022	16,446.53
			06/17/22 - EFTPS	22,756.50
		IL STATE DISBURSEMENT	06/03 - IL STATE DISBURSEM	88.15
			06/17/22 - CHILD SUPPORT	<u>88.15</u>
			TOTAL:	74,013.12
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN	06/03/22 - UNEMPLOYMENT	17.24
			06/17 - KS UNEMPLOYMENT	22.69
		KPERS	KPERS - 06/03/22	5,939.56
			KPERS - 06/17/2022	5,753.79
		VANTAGEPOINT TRANSFER	06/03/22 - ICMA	252.04
			06/17 - IMCA	244.91
		EFTPS	EFTPS - 06/03/2022	5,370.69
			06/17/22 - EFTPS	7,122.42
		SURENCY LIFE & HEALTH	HRA/FSA JUNE 2022	274.50
		VAUGAHNFIRE LLC	ADVISOR AGREEMENT DOWN PAY	<u>5,000.00</u>
			TOTAL:	29,997.84

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

01	GENERAL OPERATING	163,013.45
02	WATER	84,943.72
03	ELECTRIC	342,376.36
04	SEWER	41,919.40
05	REFUSE	31,583.12
06	LIBRARY	3,427.97
09	INDUSTRIAL PROMOTION	5,102.31
11	SPECIAL PARK & RECREATION	35.12
12	STREET IMPROVEMENTS	29,352.63
13	TOURISM	69,257.75
14	PUBLIC SAFETY EQUIPMENT	28,107.60
18	GOLF COURSE	27,334.69
22	CIP -WATER	27,413.10
24	CIP - SEWER	8,639.00
25	CIP - STREET PROJECT	71,021.25
31	EMPLOYEE BENEFITS	104,010.96

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GRAND TOTAL: 1,037,538.43  
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## 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: 6/01/2022 THRU 6/30/2022  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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## PAYROLL SELECTION

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

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## 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 2 - J U N E  
SIGNATURE LINES: 0

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## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	INVALID	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>2,537,693.45</u>
			TOTAL:	2,537,693.45
NON-DEPARTMENTAL	GENERAL OPERATING	PETTY CASH	AUDITORIUM DEPOSIT	100.00
			MEMORIAL HALL DEPOSIT	100.00
			MEMORIAL HALL DEPT	100.00
			AUDITORIUM DEPOSIT	100.00
			AUDITORIUM DEPOSIT	100.00
			MEMORIAL HALL DEPOSIT	100.00
			REIMBURSE FOR CAMPING	70.00
			MEMORIAL HALL DEPOSIT	100.00
			MEMORIAL HALL RENT	35.00
			AUDITORIUM DEPOSIT	250.00
			AUDITORIUM RENT	80.00
			MEMORIAL HALL DEPOSIT	100.00
		OSAWATOMIE GOLF COURSE	M. SCANLON - MAY 2022	<u>126.00</u>
			TOTAL:	1,361.00
ADMINISTRATION	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	13.34
			FLAGS	106.00
		ELLIOTT INSURANCE INC.	NOTARY BOND	100.00
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	1.50
			UTILITLY PAYMENTS	603.66
		NAVRAT'S OFFICE PRODUCTS INC	IMPRTD LASER CHECKS	406.06
		ICMA	ICMA MEMBERSHIP; CM 411837	905.29
		FIRST OPTION BANK	STORAGE BAGS	6.99
			LUNCH	60.82
			WHEELS FOR CHAIR STAND	127.92
			PUBLIC MEETING COURSE	380.00
		KANSAS GAS SERVICE	GAS SERVICES	748.76
		LEAGUE OF KS MUNICIPALITIES	MTI SOCIAL MEDIA CLASS	50.00
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
		REEVES WIEDEMAN COMPANY	SLOAN PUSH BUTTON ASSY	357.33
		QUILL CORPORATION	COPY PAPER -BLUE	12.86
			2.25X4 REFILL WHITE CARD	11.78
		CITY ATTORNEYS ASSOC OF KS	2022 MEMBERSHIP DUES	35.00
		NPG NEWSPAPERS INC	PRINT & DELIVER NEWSLETTER	972.25
			LEGAL ADV	76.40
		HASTY AWARDS	RETIREMENT PLAQUE	11.95
		TALLEY, DEBBIE	JUNE 2022 MEMORIAL HALL CU	375.00
		KANSAS SECRETARY OF STATE	NOTARY FOR T SEAMANDS	25.00
		ZINGRE AND ASSOCIATES PA	0513.10 - 525 MAIN ST GRAN	440.00
			525 MAIN ST GRANT	1,648.40
		WASTE MANAGEMENT	REFUSE SERVICE	18.33
		PETTY CASH	PIZZA FOR CPR	64.83
			WATER FOR CONF ROOM	11.47
			BANK FEES DECEMBER	5.81
			BANK FEES JANUARY	5.95
			BANK FEES FEBRUARY	5.81
			BANK FEES MARCH	4.69
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.90
		EVERGY	UTILITY BILLS	18.14
		NORTON & SCHMIDT CONSULTING ENGINEERS,	510 MAIN BUILDING WALL COL	4,507.95
		KAPIO	QUARTERLY MEETING - JUNE 1	20.00
		PAYCHEX	PAYROLL SERVICES	483.40
			05/20/22 - PAYROLL SERVICE	203.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			05/20/22 - PAYROLL SERVICE	560.44
		SCANLON, MICHAEL	MILEAGE REIMBURSEMENT	480.75
		HITOMI'S LITTLE FLOWER SHOP LLC	8" PLANT W/BASKET & BOW	75.00
		TRAVELERS CL REMITTANCE CENTER	NOTARY BOND	50.00
		BLACK HILLS ENERGY READY	NATURAL GAS	36.10
		LAUBER MUNICIPAL LAW, LLC	CITY ATTORNEY - APRIL 22	4,182.50
			CITY COUNCIL MEETING-APRIL	1,522.50
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>999,056.65</u>
			TOTAL:	1,018,839.21
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	THE BOOT SCRUBBER	19.99
			GATE LATCH	27.45
			HOTEL STAY	279.42
			CAUTION TAPE	58.74
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
			RURAL WATER SERVICES	101.18
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	3.00
		WAL-MART CAPITAL ONE	CARD HUB, 2 IN 1 READER	31.80
		INTERNATIONAL CODE COUNCIL	CODE BOOKS	1,289.40
		BRADLEY AIR CONDITIONING & HEATING	ADD FREON, REPLACE LINE, 4	742.50
		WEX BANK	FUEL	504.75
		DREXEL TECHNOLOGIES INC	LINE DRAWINGS	143.25
		ELLIS, DAVID	MILEAGE & MEALS	197.33
		EVERGY	UTILITY BILLS	315.75
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET PRINTER	214.50
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>273,332.05</u>
			TOTAL:	277,279.11
POLICE	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	13.34
			FLAGS	106.00
		KUSTOM SIGNALS INC	TRAINING OPERATOR RADAR LA	500.00
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	725.84
		O'REILLY AUTO PARTS	MULTI SOCK, CRN LGT CN	55.78
			CAPSULE	78.03
		FIRST OPTION BANK	EDIDENCE BAGS & TAMPERING	156.98
			FILE HANGING FOLDERS	32.99
			CORK BOARD	15.05
			CORDLESS BLINDS	12.48
			SIDE MARKER PARKING TURN S	30.38
			SWIFFERS LINERS	69.56
			BATTERIES	11.26
			EVIDENCE BAGS & TAMPERING	122.39
			DOT STICKERS	9.99
			DEWALT TOOL BOX	63.93
			VOICE RECORDER	33.97
			CAR CLEANING SUPPLIES	31.56
			BINDERS & PENS	16.19
		FAMILY CENTER FARM & HOME	DOG FOOD	54.99
		KANSAS GAS SERVICE	GAS SERVICES	45.46
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	227.00
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	14.86
		WAL-MART CAPITAL ONE	SYLVANIA HEADLIGHTS	26.15
		PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	135.00
		GALL'S INC	NYLON TROUSER BELT	76.08
			WOMENS CARGO PANT	110.50
		NEW CENTURY DODGE CHRYSLER JEE	HEADLAMP	475.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WEX BANK	FUEL	288.14
			FUEL	2,873.36
		WASTE MANAGEMENT	REFUSE	20.30
		MIDWEST COLLISION II	2015 FORD EXPLORER	6,602.76
		AXON ENTERPRISE INC	BASIC LICENSES BUNDLES	2,439.84
		PALACE HARDWARE	GALV TEE, CAP, FLOOR	43.30
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL	47.00
		PETTY CASH	PD WATER	15.80
			PD WATER	34.41
			PD WATER	16.00
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.90
		TRANSUNION RISK & ALTERNATIVE	RESEARCH & BACKGROUND	107.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>1,971,570.96</u>
			TOTAL:	1,987,340.73
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	153.59
		KANSAS GAS SERVICE	GAS SERVICES	222.97
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>68,998.80</u>
			TOTAL:	69,375.36
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	25.33
			UTILITLY PAYMENTS	207.62
			UTILITLY PAYMENTS	1.50
			UTILITLY PAYMENTS	498.21
		COLEMAN EQUIPMENT INC.	COUPLERS	564.10
		O'REILLY AUTO PARTS	CRN LGT CN & MULTI SOCK	55.78
		FAMILY CENTER FARM & HOME	RATCHET STRAP SCREW WASHER	39.77
			SCREW EXTRACTOR NUTS BOLTS	41.27
			RATCHET STRAP RETURN	34.99-
			PIPE, VALVE, COUPLING, ELB	110.54
			ELBOW, BUSHINGS, BOLTS, NU	43.86
			PEX WHITE PIPE	0.61
		KANSAS MUNICIPAL UTILITIES INC	CDL/ELDT INSTRUCTOR CERT C	250.00
		KANSAS GAS SERVICE	GAS SERVICES	146.21
		MIAMI LUMBER INC.	PRIME TREATED LUMBER	71.99
		REEVES WIEDEMAN COMPANY	C-9-A SLOAN PUSH BUTTON AS	384.36
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	40.00
		SHERWIN WILLIAMS	CROSSWALK PAINT	1,677.04
		LOGAN CONTRACTORS SUPPLY INC	DIAMOND GRID FENCE	331.74
			SPRAYER, SHUT-OFF ASSY, HO	255.50
		WEX BANK	FUEL	437.25
		WASTE MANAGEMENT	REFUSE SERVICE	71.76
		PALACE HARDWARE	POLYETHYLENE TUBING	5.40
		MFA OIL COMPANY	FUEL	1,068.15
		KASPER AUTO PARTS	BACK-UP LIGHT	34.72
			S/T/T LAMP	31.78
			F P T LAMP	35.78
		PETTY CASH	FUEL	240.68
		EQUIPMENTSHARE.COM, INC.	DITCH BUCKET	3,160.00
			CASE-FILTER, FUEL	84.36
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>291,072.70</u>
			TOTAL:	300,953.02
PARKS & CEMETERIES	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	26.68
			FLAGS	203.00
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	25.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UTILITLY PAYMENTS	207.62
			UTILITLY PAYMENTS	5.59
			UTILITLY PAYMENTS	49.34
			UTILITLY PAYMENTS	7.50
		O'REILLY AUTO PARTS	GL-WIPER FLD	69.48
			CNTR SUP BRG, REFLEX SHOCK	234.10
			CNTR SUP BRG	76.44
			REFLEX SHOCK	152.14
			CNTR SUP BRG RETURN	76.44-
		FIRST OPTION BANK	PRINTER	249.98
			SOAP	110.94
			WATER FILTER CARTRIDGE	37.02
		FAMILY CENTER FARM & HOME	RATCHET STRAP SCREW WASHER	36.89
			TAPE, BRUSH, WIRE, COAT	51.63
			OZ CEMETERY FLAG POLE	29.93
		KS STATE SURPLUS PROPERTY	CHAIRS ON ROLLERS	60.00
		LOUISBURG FORD SALES INC.	BC3Z-4800-G SUPPORT	128.07
		MIAMI LUMBER INC.	SMART SOFFIT	138.90
		BEACHNER GRAIN INC	GLYSTAR PLUS 2.5 GAL	170.00
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
		VIKING INDUSTRIAL SUPPLY	BAGS, CLEANER, TOWELS, TIS	88.64
			BAGS, CLEANER, TOWELS, TIS	783.40
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	10.00
		INLAND TRUCK PARTS CO.	WINDOW KIT	39.41
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	395.00
		APPLIED MAINTENANCE SUPPLIES	LOCKWASHER HEX NUT HOOK LO	486.36
			SURFACE DISC FINE & EX FIN	208.10
			SURFACE DISC EX FINE & FIN	181.17-
		WEX BANK	FUEL	406.50
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
		PALACE HARDWARE	1-1/8 X 33-279	12.99
		MFA OIL COMPANY	FUEL	313.02
		KASPER AUTO PARTS	GREASE FITTING	6.08
		PETTY CASH	FOOD FOR PW TRAINING	21.10
		WOOD ENVIRONMENT & INFRASTRUCTURE SOLU	LEVEE CERTIFICATION	10,898.50
		CCL SUPPLY, LLC	KROIL, ZENKILL, FLAGG, WAND	335.13
		EVERGY	UTILITY BILLS	18.14
		PETROCHOICE	6/1 QT VAL NON DETERGENT	35.82
			DEZOL 55 GAL DEXOS 55 GAL	1,660.00
			VAL NON DETERGENT	35.82
			COMPRESSOR OIL - NON DETER	35.82
		THE GROUND GUYS OF OLATHE	APRIL 2022 MOWING	13,655.17
		WATERS HARDWARE	ALUMINUM RUST ENAMEL	12.99
		MCCREA MANAGEMENT LLC	TRANSFER & MONTHLY FEES	4,500.00
		VICTORY	N-PAINT	33.96
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	446,320.33
			TOTAL:	482,215.02
FIRE	GENERAL OPERATING	MIAMI CO FIRE DIST. #1	ABC DRY CHEM, EXTINGUISHER	1,123.01
		CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	13.34
			FLAGS	97.00
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	435.92
		O'REILLY AUTO PARTS	EMISSION HSE	25.21
			RETURN EMISSION HSE	25.21-
			EMISSION HS	31.51
			NEW MAF	66.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FAMILY CENTER FARM & HOME	RING WIRE NUTS	28.95
			SWITCH 3-WAY	5.97
		KANSAS GAS SERVICE	GAS SERVICES	340.68
		MISCELLANEOUS    COFFELT, JOSHUA	COFFELT, JOSHUA:FIRE PAYRO	129.29
		KIRKLAND, DEREK	KIRKLAND, DEREK : UNIFORM	64.59
		GERKEN RENT-ALL INC	SCISSOR LIFT	810.00
		WASTE MANAGEMENT	REFUSE SERVICE	287.07
		WATERS HARDWARE	DOOR SWEEP & STOPS,TOWEL B	121.58
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>143,104.20</u>
			TOTAL:	146,659.95
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	APRIL 2022 MUNICIPAL COURT	1,087.50
		MIAMI COUNTY SHERIFF'S DEPT	APRIL 2022 PRISONER CARE	2,975.77
		HARTLEY LAW GROUP, LLC	COURT APPOINTMENTS	3,200.00
		LAUBER MUNICIPAL LAW, LLC	CITY PROSECUTOR - APRIL 22	3,477.50
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>94,612.29</u>
			TOTAL:	105,353.06
LEVEES & STORMWATER	GENERAL OPERATING	MISCELLANEOUS    SSGK	SSGK:TREE REMOVAL REIMBURS	1,000.00
		PAGE ENTERPRISES LLC	1/3 DITCH REHAB	<u>2,283.34</u>
			TOTAL:	3,283.34
LIBRARY	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	6.67
			FLAGS	48.50
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	293.83
		FIRST OPTION BANK	LAMINATING SHEETS	13.21
			KINDLE FIRE HD CASE & PROT	59.95
			STICKERS	5.95
			BOOKS	12.99
			SCOUR SPONGE	3.00
			BOOKS	26.79
			BOOKS	83.80
		KANSAS GAS SERVICE	GAS SERVICES	101.21
		BAKER & TAYLOR	BOOKS	35.00
			BOOKS	74.86
			BOOKS	6.05
			BOOKS	496.01
			BOOKS	92.53
			BOOKS	47.36
			BOOKS	171.76
		NEKLS	NEXT SHARED AUTOMATION	1,500.00
		WAL-MART CAPITAL ONE	PAINT, APPLE BARREL, FRAME	48.52
		NORTHEAST KS LIBRARY SYSTEM	COURIER SERVICE 2022	750.00
			THERMAL PAPER RECEIPT ROLL	12.72
		DEMCO INC	LABEL PROTECTORS, JACKET C	117.97
		SCHINDLER ELEVATOR CORPORATION	ELEVATOR CONTRACT ADJUSTME	89.50
		T MOBILE	MOBILE INTERNET	154.55
		ZINGRE AND ASSOCIATES PA	0513.07 LIBRARY RELOCATION	1,648.40
			LIBRARY RELOCATION STUDY	1,940.00
		WASTE MANAGEMENT	REFUSE SERVICE	63.53
		MIDWEST TAPE	BOOKS	221.11
		KWIKOM COMMUNICATIONS	INTERNET LIBRARY	145.00
		ROMERO, AURORAH	LIBRARY JANITOR	60.00
			LIRARY JANITOR	60.00
		MIDAMERICA BOOKS	BOOKS	97.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>240,826.47</u>
			TOTAL:	249,314.99
TECHNOLOGY	GENERAL OPERATING	FIRST OPTION BANK	WIRELESS KEYBOARD	131.64
			BACKUP SERVICE FOR WEBSITE	8.95
			USB ADAPTERS	75.55
			HARD DRIVE ADAPTER	15.29
			WEBSITE HOSTING	47.00
			FTP/SFTP SOFTWARE PURCHASE	19.99
			CAMERA RECORDING	14.99
			INTERNET WEB HOSTING	9.99
			DISPLAY PORT CABLE	13.67
			MONITOR FOR PD	171.06
		T MOBILE	INTERNET HOTSPOTS	62.30
		VERIZON WIRELESS	PHONE & INTERNET	1,013.89
		KSFIBERNET	PHONE & INTERNET	411.44
		KWIKOM COMMUNICATIONS	INTERNET	60.00
		CENTURYLINK	TELEPHONE SERVICES	323.65
		RICOH USA, INC.	COPIES	571.01
			COPIES	72.89
		RICOH USA, INC.	PRINTER LEASE	260.47
		RICOH USA, INC.	COPIER LEASE	82.66
			RENT	128.31
		NITEL, INC.	INTERNET SERVICE	1,177.02
		NEXTIVA, INC.	PHONE SERVICE	1,125.21
		TOSHIBA FINANCIAL SERVICES	PRINTER LEASE	<u>184.62</u>
			TOTAL:	5,981.60
WATER ADMINISTRATION	WATER	KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.81
			05/20/22 - PAYROLL	0.31
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	162.97
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	1,421.94
			MAY 2022 - PAYROLL	63.82
			MAY 2022 - PAYROLL	15.42
			MAY 2022 - PAYROLL	173.50
			JUNE 2022 - HUMANA BILL	1,421.94
			JUNE 2022 - HUMANA BILL	63.82
			JUNE 2022 - HUMANA BILL	15.42
		KPERS	KPERS - 05/06/22	514.75
			PAYROLL - 05/20/2022	481.00
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	109.44
			05/20/22 - PAYROLL	635.58
		EFTPS	05/06/22 - PAYROLL	418.63
			05/20/22 - PAYROLL	429.87
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>7,446.94</u>
			TOTAL:	13,447.93
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	5,253.55
			UTILITLY PAYMENTS	123.70
		O'REILLY AUTO PARTS	SILICN, PUMP	32.98
		FIRST OPTION BANK	WATER TREATMENT CLASS	189.00
			WATER TREATMENT PLANT COUR	164.00
			SPOUT MEASURER	11.18
			DISPENSER WITH LIP CAP	13.71
		FAMILY CENTER FARM & HOME	VALVE STRAIGHT	38.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS DEPT OF HEALTH & ENVIRO	EXAMINATION FEE	25.00
			EXAMINATION FEE	25.00
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	4.64
			05/20/22 - PAYROLL	2.02
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	714.85
		BG CONSULTANTS INC	2023 OSAWATOMIE WTP IMPROV	24,367.20
			WATER TREATMENT PLANT WAST	1,626.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	10.00
		WAL-MART CAPITAL ONE	1G DS, WHITE VINEGAR	23.52
		MISCELLANEOUS BUSINESS RADIO LICENSI	BUSINESS RADIO LICENSING:	110.00
		HOWARD, MELISSA	HOWARD, MELISSA: REIMBURSE	31.44
		USA BLUE BOOK	CIARON FOOD MACHINERY	496.22
			RESPIRATOR, AMMONIA, CHLOR	520.16
			RESPIRATOR, AMMONIA, CHLOR	818.48
			RESPIRATOR, AMMONIA, CHLOR	137.29
			CHLORINE, MASK,OIL	702.86
			CHLORINE, MASK,OIL	282.24
			CHLORINE, MASK,OIL	329.69
			CHLORINE, MASK,OIL	124.79
		TECH AIR INC	FLANGE PARTS & LABOR	85.00
		HAWKINS INC	Ammonia	782.73
			Freight	39.50
			Polymer	3,002.77
			Bleach	1,679.14
		WASTE MANAGEMENT	REFUSE SERVICE	36.55
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	2,018.66
			MAY 2022 - PAYROLL	83.38
			MAY 2022 - PAYROLL	22.32
			MAY 2022 - PAYROLL	18.64
			JUNE 2022 - HUMANA BILL	2,018.66
			JUNE 2022 - HUMANA BILL	83.38
			JUNE 2022 - HUMANA BILL	22.32
			JUNE 2022 - HUMANA BILL	18.64
		KASPER AUTO PARTS	ROLLER BALL BEARING	27.98
		KPERS	KPERS - 05/06/22	687.30
			PAYROLL - 05/20/2022	659.09
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	28.73
			05/20/22 - PAYROLL	27.07
		EFTPS	05/06/22 - PAYROLL	630.40
			05/20/22 - PAYROLL	593.46
		PETTY CASH	TESTING	25.00
			TESTING	25.00
			TESTING	25.00
			TESTING	25.00
			EXAM FOR OPERATOR CERTIFIC	25.00
		ALLIANCE PUMP & MECHANICAL SERVICE, IN	PUMP TEAR DOWN & CLEAN PAR	1,520.00
		R. E. PEDROTTI CO., INC.	WTP TROUBLESHOOT CLEARWELL	834.00
		KANSAS HEALTH & ENVIRONMENTAL LABORATO	FIELD LABORATORY ACCREDITA	350.00
		WATERS HARDWARE	CLAMPS, GALV PLUGS	24.82
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	203,264.92
			TOTAL:	254,862.93
WATER DISTRIBUTION	WATER	BREWER'S AUTOMOTIVE REPAIR INC	FOUR WHEEL ALIGNMENT	83.55
		CITY OF OSAWATOMIE	UTILITLY PAYMENTS	25.33
			UTILITLY PAYMENTS	45.47
		HALL'S BOBCAT SERVICE	TOP SOIL	33.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.90	
			05/20/22 - PAYROLL	0.79	
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	492.97	
		REEVES WIEDEMAN COMPANY	SLOAN REGAL CLOSET SLOAN T	70.37	
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	60.00	
		SMITTYS LAWN & GARDEN EQUIP	FREIGHT	16.00	
			STRAINER	89.92	
		KANSAS ONE CALL SYSTEM INC	LOCATES	15.60	
		USA BLUE BOOK	PRINTING FEE PER GARMENTS	60.00	
		HERITAGE TRACTOR INC	SPRING PIN, TOOTH, FREIGHT	58.36	
		WEX BANK	FUEL	418.81	
		CORE & MAIN LP	REG 5/8 TRPL 6WHEEL	883.68	
			4X12-1/2 REP	143.68	
			REG RETAINING RING SRII	62.82	
			4X12-1/2 REP CLP	431.04	
		MFA OIL COMPANY	FUEL	569.26	
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	842.04	
			MAY 2022 - PAYROLL	26.54	
			MAY 2022 - PAYROLL	7.04	
			MAY 2022 - PAYROLL	4.66	
			JUNE 2022 - HUMANA BILL	842.04	
			JUNE 2022 - HUMANA BILL	26.54	
			JUNE 2022 - HUMANA BILL	7.04	
			JUNE 2022 - HUMANA BILL	4.66	
		KPERS	KPERS - 05/06/22	197.86	
			PAYROLL - 05/20/2022	237.51	
			PAYROLL - 05/25/22	98.92	
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	6.25	
			05/20/22 - PAYROLL	6.25	
		EFTPS	05/06/22 - PAYROLL	152.94	
			05/20/22 - PAYROLL	187.03	
		FORTILINE WATERWORKS	202B SADDLE & 202NS SDL	714.00	
			T-HEAD BOLT & NUT	175.00	
		VICTORY	FACTORY RECALL & COOLANT S	163.23	
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	269,862.72	
			TOTAL:	277,123.82	
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	KILBOURN, KEVIN	01-033900-02	113.85
			TIMBLIN, BRIAN	01-115100-20	93.03
			CREATIVE CUSTOM HOME	01-137900-04	111.49
			CANFIELD, JOSEPH	01-139100-11	161.29
			MYERS, LAUREN	01-146200-09	139.95
			FINLAY, SHEREE	01-152700-14	93.40
			TETER, LORETTA	01-154400-28	60.70
			KC 1 PROPERTY GROUP	01-215600-04	41.70
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE	55.00	
			TOTAL:	870.41	
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	COMP USE SALES TAX APRIL 2	27.11	
			UTILITIES SALES TAX APRIL	541.17	
			UTILITIES SALES TAX APRIL	4,811.69	
			UTILITIES SALES TAX APRIL	4,124.29	
			UTILITIES SALES TAX APRIL	4,999.06	
			PREPAID	1,748.29-	
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.99	
			05/20/22 - PAYROLL	0.99	



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	1,511.48
			MAY 2022 - PAYROLL	68.54
			MAY 2022 - PAYROLL	16.38
			JUNE 2022 - HUMANA BILL	1,511.48
			JUNE 2022 - HUMANA BILL	68.54
			JUNE 2022 - HUMANA BILL	16.38
		KPERS	KPERS - 05/06/22	530.21
			PAYROLL - 05/20/2022	496.89
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	109.31
			05/20/22 - PAYROLL	627.06
		EFTPS	05/06/22 - PAYROLL	429.44
			05/20/22 - PAYROLL	440.34
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>11,561.96</u>
			TOTAL:	30,145.02
ELECTRIC PRODUCTION	ELECTRIC	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	13.34
			FLAGS	106.00
		FIRST OPTION BANK	LIGHT BULBS	18.26
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.46
			05/20/22 - PAYROLL	0.26
		KANSAS MUNICIPAL UTILITIES INC	PP TECH PROGRAM QTLY TUITI	500.00
		KMEA	GRDA POWER SUPPLY MAY 2022	100,748.13
			SPA HYDRO PROJECT MARCH 20	2,793.20
			WAPA HYDRO APRIL 2022	7,693.80
		KANSAS GAS SERVICE	GAS SERVICES	39.67
			GAS SERVICES	1,277.34
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	2.49-
		WYCOFF'S LOCKSMITHING	BUTTON REMOTE, KEY, WEDGE	141.06
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	10.00
		OIL PATCH PUMP & SUPPLY INC	NIPPLE STD BRASS & GASKET	45.96
		WEX BANK	FUEL	319.03
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
			REFUSE SERVICE	36.56
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	257.96
			MAY 2022 - PAYROLL	10.56
			MAY 2022 - PAYROLL	2.82
			JUNE 2022 - HUMANA BILL	257.96
			JUNE 2022 - HUMANA BILL	10.56
			JUNE 2022 - HUMANA BILL	2.82
		KPERS	KPERS - 05/06/22	79.97
			PAYROLL - 05/20/2022	67.12
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	4.10
			05/20/22 - PAYROLL	3.87
		EFTPS	05/06/22 - PAYROLL	74.65
			05/20/22 - PAYROLL	68.45
		EVERGY	UTILITY BILLS	44.57
		KMEA - MID-STATES	LABOR REVISE CAT PROGRAM	1,386.50
		WATERS HARDWARE	STEEL OFFSET WHEEL & PUSH	30.57
			LEVER, ROTARY FILE	41.27
			SHOVEL, RAIN GAUGE, DRAIN	19.99
			SHOVEL, RAIN GAUGE, DRAIN	33.99
			SAND CLOTH, CMEN, PRIMER,	22.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	180,256.80
			TOTAL:	296,489.64
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	192.79
			UTILITLY PAYMENTS	45.47
		FIRST OPTION BANK	SAFETY GLASSES	48.70
		GRAINGER W.W. INC	IMPCT, DIGITAL CLAMP, WORK	332.45
		FAMILY CENTER FARM & HOME	RATCHET 4PACK	19.99
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.27
		KANSAS MUNICIPAL UTILITIES INC	LINEWORKER APPRENTICESHIP	300.00
			CDL/ELDT INSTRUCTOR CERT C	250.00
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	9.51-
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	40.00
		ALTEC INDUSTRIES INC	LINEMANS TRIPLE SQUARE WRE	139.26
			HOOK, HAND, CANT, 8 IN HOO	204.81
			TONG; SKIDDING WITH RING	236.26
		KANSAS ONE CALL SYSTEM INC	LOCATES	15.60
		CITY ELECTRICAL SUPPLY COMPANY	2" PVC SCH40	1,024.80
			LED BULBS, STREET LIGHTS	1,808.45
			CB, POWER OUTL, DEEP BOX,	171.84
		APPLIED MAINTENANCE SUPPLIES	LOCKWASHER HEX NUT HOOK LO	313.40
			SQWINCH KWIK STIK ASST	148.01
		JEO CONSULTING GROUP INC	GENERAL ENGINEERING	1,116.25
		WEX BANK	FUEL	311.31
		ANIXTER INC	FR CL3 HI VIS COLOR BLOCK	276.13
			HEX HEAD BOLT. PADLOCK, AN	575.90
			CONN CU COMP VISE BRNZ	559.00
			FR CONTROL T-SHIRT	529.15
			SLEEVE DISCONNECT MYLAR	60.48
		MFA OIL COMPANY	FUEL	83.46
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	2,491.98
			MAY 2022 - PAYROLL	134.74
			MAY 2022 - PAYROLL	31.54
			MAY 2022 - PAYROLL	18.64
			JUNE 2022 - HUMANA BILL	2,491.98
			JUNE 2022 - HUMANA BILL	134.74
			JUNE 2022 - HUMANA BILL	31.54
			JUNE 2022 - HUMANA BILL	18.64
		NAVY BRAND MFG. CO.	BEE BOPPER II	174.22
		KPERS	KPERS - 05/06/22	813.43
			PAYROLL - 05/20/2022	818.44
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	9.32
			05/20/22 - PAYROLL	45.00
		EFTPS	05/06/22 - PAYROLL	655.83
			05/20/22 - PAYROLL	660.12
		CCL SUPPLY, LLC	KROIL, ZENKILL, FLAGG, WAND	90.00
		PREMIER TRUCK GROUP	MIRROR	100.51
		KMEA - MID-STATES	7TH STREET SUBSTATION	1,861.72
		MIDWEST ELECTRIC TRANSFORMER SERVICES	25KVA pad mount	31,475.00
			37.5 KVA pad mount	35,850.00
		WATERS HARDWARE	HINGE PIN CLOSER	23.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>549,628.70</u>
			TOTAL:	636,353.94
SEWER ADMINISTRATION	SEWER	KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.98
			05/20/22 - PAYROLL	0.98
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	131.99
		KANSAS ONE CALL SYSTEM INC	LOCATES	15.60
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	738.56
			MAY 2022 - PAYROLL	34.10
			MAY 2022 - PAYROLL	8.06
			MAY 2022 - PAYROLL	8.24
			JUNE 2022 - HUMANA BILL	738.56
			JUNE 2022 - HUMANA BILL	34.10
			JUNE 2022 - HUMANA BILL	8.06
		KPERS	KPERS - 05/06/22	229.89
			PAYROLL - 05/20/2022	214.97
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	4.12
			05/20/22 - PAYROLL	280.40
		EFTPS	05/06/22 - PAYROLL	180.81
			05/20/22 - PAYROLL	189.11
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>259,946.09</u>
			TOTAL:	262,764.62
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	6,071.75
		FIRST OPTION BANK	DRYER SHEETS & LAUNDRY SOA	18.54
			DETEGERENT & FABRIC SOFTEN	22.27
		FAMILY CENTER FARM & HOME	FRUIT FLY TRAPS	14.98-
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.21
			05/20/22 - PAYROLL	0.14
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	535.19
		BATTERIES PLUS	12V LEAD BATTERIES	90.00
		MISCELLANEOUS HURT, BRUCE	HURT, BRUCE: KRWA CLASS RE	14.89
		USA BLUE BOOK	MICRO SLIDES COVER SLIPS	50.93
			GLOVES	191.79
			PALM COATED POLYESTER GLOV	119.90
		G.K. SMITH & SONS INC	HVAC FILTERS	243.00
		PACE ANALYTICAL SERVICES INC	E COLI	76.00
			AMMONIA, NITROGEN, PHOSPHO	365.00
		WEX BANK	FUEL	242.75
		WASTE MANAGEMENT	REFUSE SERVICE	73.11
			SLUDGE HAUL OFF	1,833.24
			SLUDGE HAUL OFF	1,818.23
			SEWER PLANT CLEAN UP	41.36
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	967.38
			MAY 2022 - PAYROLL	39.50
			MAY 2022 - PAYROLL	10.48
			MAY 2022 - PAYROLL	4.66
			JUNE 2022 - HUMANA BILL	967.38
			JUNE 2022 - HUMANA BILL	39.50
			JUNE 2022 - HUMANA BILL	10.48
			JUNE 2022 - HUMANA BILL	4.66
		KPERS	KPERS - 05/06/22	251.28
			PAYROLL - 05/20/2022	227.68
		EFTPS	05/06/22 - PAYROLL	197.44
			05/20/22 - PAYROLL	177.14
		ZIMA CORPORATION	SWITCH, SELECTOR 2 POS MAI	113.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				14,804.68
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITLY PAYMENTS	25.33
			UTILITLY PAYMENTS	45.47
			UTILITLY PAYMENTS	12.50
			UTILITLY PAYMENTS	921.65
			UTILITLY PAYMENTS	22.25
		FIRST OPTION BANK	HOTEL STAY	509.40
		JCI INDUSTRIES	FS TS CONTROLS STATION 6 0	1,057.00
			FS TS CONTROLS SOUTH LIFT	1,866.00
		KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	0.90
			05/20/22 - PAYROLL	0.80
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	399.25
		BATTERIES PLUS	12V LEAD BATTERIES	145.44
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	834.68
			MAY 2022 - PAYROLL	26.24
			MAY 2022 - PAYROLL	6.96
			JUNE 2022 - HUMANA BILL	834.68
			JUNE 2022 - HUMANA BILL	13.12
			JUNE 2022 - HUMANA BILL	49.60
			JUNE 2022 - HUMANA BILL	3.48
		KPERS	KPERS - 05/06/22	196.22
			PAYROLL - 05/20/2022	235.88
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	6.25
			05/20/22 - PAYROLL	6.25
		EFTPS	05/06/22 - PAYROLL	151.71
			05/20/22 - PAYROLL	185.81
		WATERS HARDWARE	SHOVEL, RAIN GAUGE, DRAIN	18.99
TOTAL:				7,575.86
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURB SERVICE	31,252.16
TOTAL:				31,252.16
LIBRARY	LIBRARY	FIRST OPTION BANK	PLASTIC TERRARIUM GLOBES	32.78
			SUMMER CRAFT SUPPLIES	16.65
		BAKER & TAYLOR	BOOKS	42.41
		WAL-MART CAPITAL ONE	KNIT YARN	8.94
			CROCHET HOOK, SAFETY PINS	33.97
		MISCELLANEOUS FRIENDS OF THE LIBRARY	WOODEN BOAT	100.00
		TOPEKA PUBLIC LIBR	TSCPL:1-4'W X 8'1 WOODEN B	100.00
		T MOBILE	MOBILE INTERNET	30.91
FIRE	RURAL FIRE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	102,585.41
TOTAL:				102,951.07
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	MIAMI COUNTY TREASURER	MI CO PROPERTY TAX - 2021	2,372.69
		PETTY CASH	REGISTER OF DEEDS	42.00
			REGISTER OF DEEDS	21.00
			REGISTER OF DEEDS	38.00
			REGISTER OF DEEDS	21.00
TOTAL:				2,494.69
PARKS & CEMETERIES	SPECIAL PARK & REC	FIRST OPTION BANK	WATER TREATMENT CLASS	149.97
			SPORTS COOLER	255.08
			ROAD FLARES	38.99
		HALL'S BOBCAT SERVICE	MULCH DOWNTOWN, JBP, AJP,	630.90
		ULINE INC	PICNIC TABLES	3,360.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FRIEGHT	321.30
		ZINGRE AND ASSOCIATES PA	0513.08 FLINT HILLS CABINS	440.00
			FLINT HILLS TRAIL SHELTERS	<u>2,480.00</u>
			TOTAL:	7,676.24
STREET AND ALLEYS	STREET IMPROVEMENT	KILLOUGH CONSTRUCTION INC	PLANT MIX	534.30
		PENNY'S AGGREGATES, INC.	COARSE AGGREGATE, BUCKEYE	<u>1,265.89</u>
			TOTAL:	1,800.19
CABIN	TOURISM	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	6.67
			FLAGS	48.50
		KANSAS GAS SERVICE	GAS SERVICES	150.01
		PAT'S SIGNS	BRUSH METAL PLATES-MEMORIA	24.00
			JAMBOREE EVENT SCHEDULE PO	225.00
		MISCELLANEOUS JOHN BROWN MUSEUM	:1/8 AD PAGE 3	50.00
		USD #367	ARBOR DAY CELEBRATION REIM	287.19
		NPG NEWSPAPERS INC	ADVERTISING - CABIN	155.00
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	125.00
		WASTE MANAGEMENT	REFUSE SERVICE	55.51
		WINGERT SIGN COMPANY LLC	MAY 2022 BILLBOARD RENTAL	1,350.00
		MARQUEZ, MARK	SEASONAL MAINTENANCE	450.00
			SEASONAL MAINTENANCE	540.00
		BRICKMOB	OSAWATOMIE MURAL	<u>7,500.00</u>
			TOTAL:	10,966.88
JOHN BROWN JAMBOREE 2. TOURISM		PAT'S SIGNS	JAMBOREE CARNIVAL POSTERS	225.00
		ALLISON'S FUN INC.	JBj FINAL PAYMENT	12,955.00
		STEVEN BANKEY & THE FLATLANDERS LLC	JBj DEPOSIT	1,250.00
			JBj FINAL PAYMENT	<u>1,250.00</u>
			TOTAL:	15,680.00
LIGHTS ON THE LAKE	TOURISM	ELLIOTT INSURANCE INC.	LOTL - WEATHER INSURANCE	8,636.00
		FIRST OPTION BANK	WRISTBANDS	102.95
			RADIO STUDIO RENTAL	475.00
			RADIO STUDIO RENTAL	325.00
		FAMILY CENTER FARM & HOME	BUNGEY ASSORTMENT	11.99
		PAT'S SIGNS	LIGHTS ON THE LAKE 4X8 BAN	128.00
		MACEK, DAN	FACEBOOK AD REIMBURSEMENT	86.42
		CHROME FIREWORKS AND DISPLAYS, LLC	FIREWORKS	<u>6,467.36</u>
			TOTAL:	16,232.72
COURSE OPERATIONS	GOLF COURSE	CARROT TOP INDUSTRIES INC	SHIPPING & TAX- PURCHASE F	6.60
			FLAGS	48.50
		O'REILLY AUTO PARTS	WOODRUFF KEY	3.40
		FIRST OPTION BANK	BUNS & MEAT	108.79
			BUNS & CHEESE	10.90
			ANNUAL MEMBERSHIP	100.00
			GOLF CART FLAG	29.98
			STEAK SEASONING	19.99
		FAMILY CENTER FARM & HOME	TURF SAVER, RAIN CAPS, HOS	72.47
		KANSAS DEPT OF REVENUE	GOLF SALES TAX APRIL 2022	381.15
			GOLF SALES TAX APRIL 2022	326.70
			GOLF SALES TAX APRIL 2022	1,415.70
		MIDWEST DISTRIBUTORS	BEER FOR RESALE	160.40
			BEER	183.30
			BEER	228.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
			RURAL WATER SERVICES	88.80
		WAL-MART CAPITAL ONE	PORK, RUB, THUNDER LONG, W	43.41
			WATER	5.36
			BUNS, BEEF, LETTUCE, PRODU	26.13
			WATER	10.72
			GV LS LIN	3.94
			BUNS, PORK BUTT, BEANS, JU	119.60
			PANS, PLATES, CUTLERY	23.78
			PORK BUTT, BUNS, SAUCES, B	86.15
			WATER	16.08
			CUTLERY, PLATES, SPF50 LOT	20.80
		PAT'S SIGNS	HOLE SPONSOR SIGNS	74.08
		GCSAA	ERIC DRAPER MEMBERSHIP REN	430.00
		WINFIELD SOLUTIONS LLC	LATE FEE	54.68
			NATIVEKLEAN 1G	659.70
			LEXICON, MAXTIMA, XZEMPLA	3,960.24
			HERITAGE ACTION AGENCY TRI	2,295.90
			CHEMICALS/FERTILIZER	4,348.40
		MISCELLANEOUS   KRHA	KRHA:SERVSAFE FULL TRAININ	540.00
		CRAWFORD SALES COMPANY	BEER FOR GOLF RESALE	732.60
			BEER	213.20
			BEER	202.50
			BEER	467.05
			BEER	754.05
		PRESTIGE FLAG	FLAGSTICKS, PRACTICE GREEN	182.96
		DISH NETWORK	CABLE SERVICE	134.07
		JMK SPORTS INC	PROXIMITY CARDS	92.58
		DRAPER ERIC	CEMEMENT & BUNS	3.90
			CEMEMENT & BUNS	3.29
			GOLF GROCERIES	4.99
			GOLF GROCERIES	97.24
		HERITAGE TRACTOR INC	VALVE SPOOL	633.25
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	95.00
		PROFESSIONAL TURF PRODUCTS LP	THERMOSTAT ASM & GASKET	114.64
		ROMANS OUTDOOR POWER	SWITCH BRAKE LAMP OPC	23.84
		REINDERS INC	TENACITY HERBICIDE	89.72
		WILSON SPORTING GOODS	GRIP SOFT M LH M	36.12
			STAFF MODEL WHITE 12-BALL	217.50
			W/S TRIAD & STAFF MODEL BA	392.70
		WASTE MANAGEMENT	REFUSE SERVICE	115.94
		GREATLIFE WARSAW LLC	MAY 2022 MONTHLY CONSULTIN	416.00
		MFA OIL COMPANY	FUEL	3,057.41
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA DT COKE	87.30
			CORE SPA DR PEP, COKE,	203.78
		KASPER AUTO PARTS	OIL FILTER	8.35
			OIL 15W40	43.08
			PREM TRACTOR FL, OIL FILTE	78.04
			GASKET SEALER	3.45
		SRIXON / CLEVELAND GOLF / XXIO	BALL- Z-STARXV DIVIDE WHIT	94.14
		ACUSHNET COMPANY	TITL PRO V1	85.42
		EVERGY	UTILITY BILLS	1,043.75
		SYSCO KANSAS CITY, INC.	CANDY, CHIPS, PAPER, COFFE	107.40
			CANDY, CHIPS, PAPER, COFFE	1,310.74
		NATIONAL PEN CO. LLC	HEXAGON GOLF PENCIL	1,729.84
		REGISTERED LINKS	WEBSITE ANNUAL LISTING	179.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		J & J PRINTING	GOLF SCORECARDS	1,309.04
		WATERS HARDWARE	MISC. BOLTS & SCREWS	1.07
		EASY PICKER GOLF PRODUCTS	DISC SET ASSEMBLY REPLACEM	990.86
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>254,704.35</u>
			TOTAL:	285,982.21
CLUB HOUSE	GOLF COURSE	FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL	206.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>15,270.00</u>
			TOTAL:	15,476.00
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	OSAWATOMIE WWTP IMPROVEMEN	1,449.56
			WASTEWATER COLLECTION SYST	570.00
		WESTERN CONSULTANTS	PREP OF DISBURSE 1-4 / 20H	<u>2,500.00</u>
			TOTAL:	4,519.56
STREETS & ALLEYS	CIP - STREET PROJE	BG CONSULTANTS INC	STREET IMPROVEMENTS	11,407.50
			BROWN STREET IMPROVMENTS	<u>1,560.00</u>
			TOTAL:	12,967.50
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	FLEX SPENDING - MAY 2022	1,302.44
		KANSAS DEPT OF REVENUE	05/06/22 - PAYROLL	4,104.91
			05/20/22 - PAYROLL	4,138.35
			05/20/22 - PAYROLL	74.55
		GUARDIAN	MAY 2022 - PAYROLL	922.20
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	13,225.82
			MAY 2022 - PAYROLL	740.86
			MAY 2022 - PAYROLL	158.90
			MAY 2022 - PAYROLL	486.50
			MAY 2022 - PAYROLL	2,982.04-
			JUNE 2022 - HUMANA BILL	10,387.72
			JUNE 2022 - HUMANA BILL	772.46
			JUNE 2022 - HUMANA BILL	167.28
			JUNE 2022 - HUMANA BILL	486.50
			JUNE 2022 - HUMANA BILL	225.45
		KANSAS PAYMENT CENTER	05/06/22 - PAYROLL	2,166.57
			05/20/22 - PAYROLL	2,166.57
		KPERS	KPERS - 05/06/22	6,101.95
			PAYROLL - 05/20/2022	6,186.01
			PAYROLL - 05/25/22	143.53
			PAYROLL - 05/25/22	143.53
			PAYROLL - 05/25/22	239.19
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	1,493.16
			05/20/22 - PAYROLL	1,466.37
		EFTPS	05/06/22 - PAYROLL	15,975.68
			05/20/22 - PAYROLL	17,328.59
		IL STATE DISBURSEMENT	05/06/22 - PAYROLL	88.15
			05/20/22 - PAYROLL	<u>88.15</u>
			TOTAL:	87,799.35
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN	05/06/22 - PAYROLL	24.35
			05/20/22 - PAYROLL	26.86
		KS MUNICIPAL INS. TRUST	2021 FINAL W/C PREMIUM	11,335.78
		HUMANA INSURANCE CO.	MAY 2022 - PAYROLL	19,737.46
			MAY 2022 - PAYROLL	1,053.54
			MAY 2022 - PAYROLL	228.82
			JUNE 2022 - HUMANA BILL	19,350.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JUNE 2022 - HUMANA BILL	1,050.86
			JUNE 2022 - HUMANA BILL	181.99
			JUNE 2022 - HUMANA BILL	175.93
		KPERS	KPERS - 05/06/22	5,786.41
			PAYROLL - 05/20/2022	5,944.57
			PAYROLL - 05/25/22	255.88
		VANTAGEPOINT TRANSFER	05/06/22 - PAYROLL	287.38
			05/20/22 - PAYROLL	4,012.51
		EFTPS	05/06/22 - PAYROLL	5,117.48
			05/20/22 - PAYROLL	6,149.93
		SURENCY LIFE & HEALTH	HRA/FSA GENERAL PURPOSE	<u>274.50</u>
			TOTAL:	80,994.66

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

***	*** INVALID FUND ***	2,537,693.45
01	GENERAL OPERATING	4,647,956.39
02	WATER	545,434.68
03	ELECTRIC	963,859.01
04	SEWER	285,145.16
05	REFUSE	31,252.16
06	LIBRARY	365.66
08	RURAL FIRE	102,585.41
09	INDUSTRIAL PROMOTION	2,494.69
11	SPECIAL PARK & RECREATION	7,676.24
12	STREET IMPROVEMENTS	1,800.19
13	TOURISM	42,879.60
18	GOLF COURSE	301,458.21
24	CIP - SEWER	4,519.56
25	CIP - STREET PROJECT	12,967.50
31	EMPLOYEE BENEFITS	168,794.01

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GRAND TOTAL:	9,656,881.92
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## 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: 5/01/2022 THRU 5/31/2022  
CHECK DATE: 0/00/0000 THRU 99/99/9999

-----

## PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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## 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 2 - M A Y  
SIGNATURE LINES: 0

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## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO

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**Osawatomie**  
KANSAS

439 Main Street | P.O. Box 37  
Osawatomie, KS 66064  
(913) 755-2146

## SPECIAL EVENT PERMIT APPLICATION

Office Use Only  
Date Record

Submitted \_\_\_\_\_

Tourism Approved \_\_\_\_\_

Council Approved \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION

*Elks Riders #921*

2. EVENT CONTACT INFORMATION INCLUDING PHONE NO., ADDRESS, AND EMAIL

*913-605-5070 ; danielle.elks921@gmail.com*

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR (DESCRIBE YOUR EVENT)

*Carwash & slip-n-slide @ John Brown Park*

4. ROAD CLOSURES ☒ YES ☐ NO

LOCATION AND TIMING OF BARRICADES *830 am*  
*road in front of shelter*  
*house from Main St.*

5. LOCATION OR ADDRESS OF SPECIAL EVENT

*John Brown Park*

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN

*09/03 / 8:30 am - 12:30 p*

7. ENTRY TO EVENT: FEE YES ☐ NO ☒

PUBLIC ☒ OR PRIVATE ☐

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED?

YES ☐ NO ☒

IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED  
ATTENDEES:

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES ☐ NO ☒

WILL CMB BE SOLD AT THE EVENT? YES ☐ NO ☒

WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THIRD PARTY? YES ☐ NO ☒

IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED \_\_\_\_\_

11. APPLICANT AGREES TO ABIDE BY ANY RULES OF CONDUCT AND OPERATIONS POLICIES FOR THE  
DURATION OF THEIR EVENT, OR RISKS PENALTY AND FORFEITURE OF ANY DEPOSITS ☒ YES ☐ NO

12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT YES ☐ NO ☒

IF YES, NAME OF INSURANCE COMPANY, AGENT \_\_\_\_\_

AMOUNT OF COVERAGE: \_\_\_\_\_

### STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICATION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE *Danielle Kinderknecht* DATE *7/14/22*

PERMIT APPLICATION: APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

DECISION BY: \_\_\_\_\_

DATE OF DECISION: \_\_\_\_\_

COMMENTS:

*will need water hook-up; unaware of expected attendees due to application approval to post event*





**Osawatomie**  
KANSAS

439 Main Street | P.O. Box 37  
Osawatomie, KS 66064  
(913) 755-2146

# SPECIAL EVENTS PERMIT APPLICATION for MILE ZERO TRAILHEAD

Office Use Only  
Date Record

Submitted \_\_\_\_\_

Tourism Approved \_\_\_\_\_

KDWP Approved \_\_\_\_\_  
(If Applicable)

Council Approved \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION

Elks Riders #921

2. CONTACT PHONE NO., ADDRESS, AND EMAIL

913-605-5070; danielle.elks921@gmail.com

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR (RACE, FUNDRAISER WALK, BIKE EVENT, ETC.)

Scary trail / trick-or-treating

4. REQUESTING ACCESS TO

ELECTRIC HOOKUP

WATER HOOKUP

TABLE/CHAIR/TENT STORAGE BOX

None

5. WILL EVENT REQUIRE ACCESS TO STATE PORTION OF  
FLINT HILLS TRAIL? YES ☐ NO ☒

IF YES, HAS A STATE PERMIT BEEN COMPLETED AND  
APPROVED? YES ☐ NO ☐

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:

10/22 ; 7:30p - 9:30p

7. ENTRY TO EVENT: FEE YES ☐ NO ☒

PUBLIC ☒ OR PRIVATE ☐

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED? YES ☐ NO ☒

IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED  
ATTENDEES:

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES ☐ NO ☒

WILL CMB BE SOLD AT THE EVENT? YES ☐ NO ☒

WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THIRD PARTY? YES ☐ NO ☒

IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED \_\_\_\_\_

11. APPLICANT AGREES TO ABIDE BY THE ATTACHED RULES OF CONDUCT AND OPERATIONS POLICY FOR THE  
DURATION OF THEIR EVENT, OR RISKS PENALTY AND FORFEITURE OF ANY DEPOSITS YES ☒ NO ☐

12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT YES ☐ NO ☒

IF YES, NAME OF INSURANCE COMPANY, AGENT \_\_\_\_\_

AMOUNT OF COVERAGE: \_\_\_\_\_

## STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICATION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE Danielle Kindenknecht

DATE 7/14/22

PERMIT APPLICATION: APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

DECISION BY: \_\_\_\_\_

DATE OF DECISION: \_\_\_\_\_

COMMENTS:

unsure of expected attendees due to approval of  
application to post event



**CITY OF OSAWATOMIE, KANSAS**

Independent Auditors' Report and  
Financial Statement with  
Supplementary Information

For the Year Ended December 31, 2021

# CITY OF OSAWATOMIE, KANSAS

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**JARRED, GILMORE & PHILLIPS, PA**  
Certified Public Accountants

**INDEPENDENT AUDITORS' REPORT**

Honorable Mayor and City Council  
City of Osawatomie, Kansas

***Adverse and Unmodified Opinion***

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Osawatomie, Kansas, as of and for the year ended December 31, 2021 and the related notes to the financial statement.

***Adverse Opinion on U.S. Generally Accepted Accounting Principles***

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse and Unmodified Opinion" section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City of Osawatomie, Kansas as of December 31, 2021, or changes in financial position and cash flows thereof for the year then ended.

***Unmodified Opinion on Regulatory Basis of Accounting***

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City of Osawatomie, Kansas as of December 31, 2021, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the Kansas Municipal Audit and Accounting Guide described in Note 1.

***Basis for Adverse and Unmodified Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the Kansas Municipal Audit and Accounting Guide. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinion.

***Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles***

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City of Osawatomie, Kansas on the basis of the financial reporting provisions of the Kansas Municipal Audit and Accounting Guide, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

***Responsibilities of Management for the Financial Statement***

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the Kansas Municipal Audit and Accounting Guide as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the

preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statement***

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Other Matters***

#### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, schedules of receipts and expenditures – actual and budget – regulatory basis for each individual fund, and schedule of receipts and disbursements – agency funds, regulatory basis (Schedules 1, 2, and 3 as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however are required to be presented under the provisions of the Kansas Municipal Audit and Accounting Guide. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare

the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statement of City of Osawatomie, Kansas as of and for the year ended December 31, 2020 (not presented herein), and have issued our report thereon dated July 30, 2021, which contained an unmodified opinion on the basic financial statement. The 2020 basic financial statement and our accompanying report are not presented herein, but are available in electronic form from the web site of the Kansas Department of Administration at the following link <https://admin.ks.gov/offices/oar/municipalservices>. The 2020 actual column (2020 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures—actual and budget for the year ended December 31, 2021 (Schedule 2 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2020 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2020 basic financial statement. The 2020 comparative information was subjected to the auditing procedures applied in the audit of the 2020 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2020 basic financial statement or to the 2020 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2020 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2020, on the basis of accounting described in Note 1.



JARRED, GILMORE & PHILLIPS, PA

Certified Public Accountants

July 18, 2022  
Chanute, Kansas



## CITY OF OSAWATOMIE, KANSAS

Summary Statement of Receipts, Expenditures, and Unencumbered Cash  
Regulatory Basis  
For the Year Ended December 31, 2021

Funds	Beginning Unencumbered Cash Balances	Receipts	Expenditures	Ending Unencumbered Cash Balances	Add	
					Encumbrances and Accounts Payable	Cash Balance December 31, 2021
General Fund	\$	\$	\$	\$	\$	\$
Special Purpose Funds:						
Industrial	35,048.86	43,273.46	67,208.90	11,113.42	1,435.00	12,548.42
Library	116,057.43	13,532.28	16,257.27	113,332.44	0.12	113,332.56
Employee Benefits	284,560.07	714,753.07	915,519.43	83,793.71	1,642.47	85,436.18
Special Parks and Recreation	43,572.96	4,964.39	48,377.36	159.99	-	159.99
Tourism	75,621.66	68,467.82	99,202.17	44,887.31	3,703.92	48,591.23
911	9,897.41	-	9,897.41	-	-	-
Street Improvement	113,179.95	128,575.12	137,291.88	104,463.19	1,452.25	105,915.44
Golf Course	93,029.51	439,300.00	392,550.88	139,778.63	5,059.39	144,838.02
Capital Improvements General	243,193.19	75,000.00	162,980.38	155,212.81	-	155,212.81
Capital Improvements Water	108,257.19	-	57,021.99	51,235.20	-	51,235.20
Capital Improvements Sewer	170,979.92	240,760.00	254,611.06	157,128.86	-	157,128.86
Capital Improvements Street	167,451.06	100,000.00	43,654.30	223,796.76	-	223,796.76
Capital Improvements Grant	3,556.79	-	-	3,556.79	-	3,556.79
Capital Improvements Special Projects	85,656.92	26,812.00	112,468.92	-	-	-
Capital Improvements Technology	30,812.78	66,200.46	68,163.37	28,849.87	-	28,849.87
Public Safety Equipment	33,085.84	73,954.24	105,569.10	1,470.98	-	1,470.98
American Rescue Plan Act	-	326,888.80	-	326,888.80	-	326,888.80
Capital Project Funds:						
Electric Generation Bond Account	78,912.69	2.17	45,620.00	33,294.86	-	33,294.86
Bond and Interest Fund:						
General Obligation Bond and Interest	171,563.65	918,476.05	780,135.00	309,904.70	-	309,904.70
Business Funds:						
Electric Utility	358,791.24	4,980,860.42	4,861,038.49	478,613.17	166,205.58	644,818.75
Electric Utility Debt Service	149,987.22	450,000.01	435,352.50	164,634.73	-	164,634.73
Water Utility	142,935.83	1,037,356.14	1,124,343.91	55,948.06	4,045.20	59,993.26
Refuse Utility	1,764.06	375,262.66	375,804.76	1,221.96	30,680.68	31,902.64
Sewer Utility	194,766.35	968,006.17	1,072,434.73	90,337.79	20,507.30	110,845.09
Total Reporting Entity (Excluding Agency Funds)	\$ 3,103,768.40	\$ 14,392,861.25	\$ 14,498,120.69	\$ 2,998,508.96	\$ 297,060.53	\$ 3,295,569.49

The notes to the financial statement are  
an integral part of this statement.

**Statement 1 (Continued)**

**CITY OF OSAWATOMIE, KANSAS**

Summary Statement of Receipts, Expenditures, and Unencumbered Cash  
Regulatory Basis  
For the Year Ended December 31, 2021

Total Cash to be accounted for:	\$ 3,295,569.49
 Composition of Cash:	
Cash on Hand .....	\$ 800.00
Checking Accounts:	
Operating Account .....	447,681.02
Cash Flow Account .....	1,206,521.42
ADSAP .....	7,401.00
Municipal Court .....	21,890.08
Police Forfeitures.....	26,466.76
Cafeteria 125 Checking.....	88,906.32
Street & Sewer Project.....	198,836.53
Grant Account.....	7,306.79
PayPal Donations Account.....	3,530.01
USDA Loan Checking.....	52,097.73
Fire Department PR Checking .....	433.07
Petty Cash .....	2,000.00
Investments:	
Kansas Municipal Investment Pool.....	954,632.32
Certificates of Deposit .....	452,865.93
Total Reporting Entity	3,471,368.98
Agency Funds Per Schedule 3	(175,799.49)
Total Reporting Entity (Excluding Agency Funds)	\$ 3,295,569.49

The notes to the financial statement  
are an integral part of this statement.

## **CITY OF OSAWATOMIE, KANSAS**

Notes to the Financial Statement  
December 31, 2021

### **1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statement and schedules of the City of Osawatomie, Kansas have been prepared in order to show compliance with the cash basis and budget laws of the State of Kansas. The Governmental Accounting Standards Board is the principal standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies follow. Note 1 describes how the City's accounting policies differ from accounting principles generally accepted in the United States of America.

#### Financial Reporting Entity

The City of Osawatomie, Kansas (the City) is a municipal corporation governed by an elected eight-member council. These financial statements present the City of Osawatomie, Kansas (the primary government).

*Related Municipal Entities:* A related municipal entity is determined by the following criteria. Whether the City exercises oversight responsibility on financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters, scope of the public service, and significant operational or financial relationships with the City. Related municipal entities are not required to be included in the City's audit by the Kansas Municipal Audit and Accounting Guide (KMAAG). Based upon the application of this criterion, the following is a brief review of potential related municipal entities:

The Osawatomie Housing Authority – The Osawatomie Housing Authority operates the City's housing projects. The Osawatomie Housing Authority can sue and be sued, and can buy, sell, or lease real property. Bond ordinances must be approved by the City. The Osawatomie Housing Authority's financial statements should be included with the City's financial statements. However, the statements are omitted in an apparent departure from accounting principles generally accepted in the United States of America. Separate financial statements are prepared and are available at the Osawatomie Housing Authority. The Osawatomie Housing Authority is considered a major component unit.

#### Regulatory Basis Fund Types

A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The following types of funds comprise the financial activities of the City of Osawatomie, Kansas, for the year of 2021:

General fund – the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose fund – used to account for the proceeds of specific tax levies and other specific revenue sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Business fund – funds financed in whole or in part by fees charged to users of the goods or services (i.e. enterprise and internal service fund etc.)

## **1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

### Regulatory Basis Fund Types (Continued)

Bond and Interest fund – used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Project fund – used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Agency fund – funds used to report assets held by the municipal reporting entity in a purely custodial capacity (payroll clearing fund, county treasurer tax collection account, etc.).

### Basis of Presentation – Regulatory Basis of Accounting

*Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America.* The (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis revenues and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The municipality has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the municipality to use the regulatory basis of accounting.

### Pension Plan

Substantially all full-time City employees are members of the State of Kansas Public Employees Retirement System, which is a multi-employer state-wide pension plan. The City's policy is to fund all pension costs accrued. Such costs to be funded are actuarially determined annually by the State of Kansas.

### Property Taxes

In accordance with governing state statutes, property taxes levied during the current year are a revenue source to be used to finance the budget of the ensuing year. Taxes are assessed on a calendar year basis and become a lien on the property on November 1st of each year. The County Treasurer is the tax collection agent for all taxing entities within the County. Property owners have the option of paying one-half or the full amount of taxes levied on or before December 20 during the year levied with the balance to be paid on or before May 10 of the ensuing year. State statutes prohibit the County Treasurer from distributing taxes collected in the year levied prior to January 1st of the ensuing year. Consequently, for revenue recognition purposes, taxes levied during the current year are not due and receivable until the ensuing year. At December 31, such taxes are a lien on the property.

## **1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

### Reimbursed Expenses

K.S.A. 79-2934 provides that reimbursed expenditures, in excess of those budgeted, should be recorded as reductions in expenditures rather than as cash receipts. In the financial statement and budget comparison schedules presented in this report, reimbursements and refunds are recorded as cash receipts. The reimbursements are recorded as cash receipts when received by the City Treasurer and are often difficult to identify the exact expenditure which they are reimbursing. In funds showing expenditures in excess of the original adopted budget, reimbursements are added to the adopted budget as budget credits for comparison with the actual expenditures.

### Special Assessments

Kansas statutes require projects financed in part by special assessments to be financed through the issuance of general obligation bonds which are secured by the full faith and credit of the City. Special assessments paid prior to the issuance of general obligation bonds are recorded as cash receipts in the appropriate project. Special assessments received after the issuance of general obligation bonds are recorded as cash receipts in the bond and interest fund. Further, state statutes require levying additional general ad valorem property taxes in the City bond and interest fund to finance delinquent special assessments receivable.

### Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. During the year ended December 31, 2021 the City amended the General Fund, Industrial Fund, Street Improvement Fund, Tourism Fund, Special Parks & Recreation Fund, Water Utility Fund, Electric Utility Fund, Sewer Utility Fund, 911 Fund and the Golf Course Fund.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

## 1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which, revenues are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the municipality for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year-end.

A legal operating budget is not required for capital project funds, and trust funds, and the following special purpose funds:

- Capital Improvements General Fund
- Capital Improvements Water Fund
- Capital Improvements Sewer Fund
- Capital Improvements Street Fund
- Capital Improvements Grant Fund
- Capital Improvements Special Projects Fund
- Capital Improvements Technology Fund
- American Rescue Plan Act Fund

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

## 2. **STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

### Compliance with Kansas Statutes

Statement 1 and Schedule 1 have been prepared in order to show compliance with the cash basis and budget laws of Kansas. As shown in Statement 1, the City was in compliance with the cash basis and budget laws of Kansas. As shown in Schedule 1, the City was in apparent violation of K.S.A. 79-2935, as the City has obligated expenditures in excess of budget authority in the Employee Benefits Fund.

### Compliance with Revenue Bond Covenants

The City is required, under the ordinances on Revenue Bond Issues, to maintain in its Business Funds certain restricted accounts. The ordinances provide that the following reserve accounts be set up in amounts described below:

<u>RESERVE ACCOUNTS</u>	<u>REQUIRED AMOUNT</u>	<u>ACTUAL AMOUNT</u>
Principal and Interest Account for Electric Revenue Bonds Series 2015 – requires transfers Monthly of 1/12 of next maturing interest and 1/12 of next maturing principal.	\$ 145,416.67	\$ 164,634.73

The City agrees to fix, establish, maintain and collect such rates, fees or charges for Electric Utility service which will be sufficient to enable the City to have, in each fiscal year, Net Revenues in an amount that will not be less than 125% of the Debt Service Requirements required to be paid by the City during that fiscal year on all System revenue bonds at the time outstanding. Net income is defined as gross income less operating expenses, but before any transfers, depreciation and capital expense. For the year ended December 31, 2021, the City had net revenues available for debt service of \$1,718,088.81, which is 393.83%. The loan agreement defines net revenues available for debt service to be revenues, less ordinary and necessary expenses of operating the system, but not including charges for interest and principal paid on the loan, or charges for depreciation. Therefore, this amount consists of receipts over expenditures, less debt service expenditures and capital outlay. Capital outlay is not considered to be an ordinary expense.

### 3. DEPOSITS AND INVESTMENTS

As of December 31, 2021, the City had the following investments and maturities.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Less than 1</u>	<u>1-2</u>	<u>Rating</u>
Kansas Investment Pool	\$ 954,632.32	\$ 954,632.32	\$ - -	S&P AA+ / S1+

K.S.A 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main branch or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. Government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices. The rating of the City's investments is noted above.

*Concentration of credit risk.* State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405. The City's allocation of investments as of December 31, 2021, is as follows:

<u>Investments</u>	<u>Percentage of Investments</u>
Kansas Investment Pool	100%

*Custodial credit risk – deposits.* Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka. All deposits were legally secured at December 31, 2021.

### **3. DEPOSITS AND INVESTMENTS** (Continued)

*Deposits:* At year-end, the City's carrying amount of deposits was \$2,515,936.66 and the bank balance was \$2,759,503.35. The bank balance was held by two banks resulting in a concentration of credit risk. Of the bank balance, \$500,433.07 was covered by FDIC insurance and \$2,259,070.28 was collateralized with securities held by the pledging financial institutions' agents in the City's name.

*Custodial credit risk – investments.* For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City will not be able to recover the value of its investments to be adequately secured.

At December 31, 2021, the City has invested \$954,632.32 in the State's municipal investment pool. The municipal investment pool is under the oversight of the Pooled Money Investment Board. The board comprised of the State Treasurer and four additional members appointed by the State Governor. The board reports annually to the Kansas Legislature. State pooled monies may be invested in direct obligation that are insured as to principal and interest, by the U.S. government or any agency thereof, with maturities of up to four years. No more than ten percent of those funds may be invested in mortgage-backed securities. In addition, the State pool may invest in repurchase agreements with Kansas banks or with primary government securities dealers.



#### 4. LONG-TERM DEBT

Changes in long-term debt for the City for the year ended December 31, 2021, were as follows:

Issue	Interest Rates	Date of Issue	Original Amount of Issue	Date of Final Maturity	Balance Beginning of Year	Additions	Reductions/ Payments	Balance End of Year	Interest Paid
<b>General Obligation Bonds</b>									
Paid by Tax Levies:									
Series 2019 A Street Bonds	3.60%	5/23/2019	\$ 1,135,000.00	9/1/2038	\$ 1,105,000.00	\$ -	(45,000.00)	\$ 1,060,000.00	\$ 39,780.00
Series 2019 Temporary	2.65%	12/31/2019	400,000.00	1/1/2021	410,369.31	-	(410,369.31)	-	10,629.44
Series 2020 Temporary	1.10%	12/29/2020	421,000.00	9/1/2022	-	421,000.00	-	421,000.00	3,113.06
Paid by Tax Levies and Utility Receipts:									
Series 2016A - Refunding	2.00-4.00%	5/19/2016	8,145,000.00	9/1/2045	6,945,000.00	-	(370,000.00)	6,575,000.00	218,080.00
Paid by Utility Receipts:									
Series 2012A - Refunding	2.00-4.70%	5/1/2012	2,810,000.00	9/1/2027	420,000.00	-	(95,000.00)	325,000.00	11,175.00
<b>Revenue Bonds</b>									
Paid by Utility Receipts:									
Series 2015 - Electric	3.50%	12/14/2015	6,095,000.00	9/1/2035	5,010,000.00	-	(260,000.00)	4,750,000.00	175,350.00
State Low Interest Loan	0.25%	3/17/2021	700,000.00	1/1/2031	-	700,000.00	(69,548.13)	630,451.87	1,336.89
<b>State Revolving Loans</b>									
KDHE No. 1961-01	2.83%	11/20/2013	1,266,256.72	3/1/2030	1,085,842.23	-	(101,134.63)	984,707.60	30,018.83
KDHE No. 3015-01	1.38%	5/10/2021	2,360,500.00	3/1/2043	-	165,760.00	-	165,760.00	-
No Fund Warrants	1.20%	3/3/2021	400,000.00	3/3/2022	-	400,000.00	(400,000.00)	-	210.41
GRDA Repayment	2.50%	12/31/2021	260,936.00	4/30/2026	-	260,936.00	(5,031.92)	255,904.08	268.08
<b>Capital Leases</b>									
Golf Course Irrigation	3.25%	11/26/2006	195,525.75	10/1/2021	16,748.31	-	(16,748.31)	-	557.93
Case Tractor & Bush Hog	2.50%	7/6/2015	76,261.00	7/6/2023	30,379.21	-	(9,877.47)	20,501.74	759.49
Fire truck	3.10%	4/5/2018	277,107.76	10/1/2026	217,282.30	-	(32,480.08)	184,802.22	7,484.99
Software	3.10%	4/5/2018	239,334.88	10/1/2022	125,184.23	-	(59,820.63)	65,363.60	5,217.74
Golf Course Equipment	5.00%	4/25/2019	108,650.00	5/1/2026	88,438.86	-	(14,335.70)	74,103.16	4,155.94
Backhoe	2.25%	10/14/2020	100,056.00	7/1/2025	100,056.00	-	(19,651.09)	80,404.91	1,613.40
John Deere Excavator	9.12%	8/9/2019	26,723.74	8/9/2023	15,969.16	-	(3,325.02)	12,644.14	2,997.05
Total Contractual Indebtedness					\$ 15,570,269.61	\$ 1,947,696.00	\$ (1,912,322.29)	\$ 15,605,643.32	\$ 512,748.25

4. LONG-TERM DEBT (Continued)

Current maturities of long-term debt and interest for the next five years and in five year increments through maturity is as follows:

Issue		2022	2023	2024	2025	2026	2027-2031	2032-2036	2037-2041	2042-2046	Less	
Principal											Proceeds not	Drawn Down
<b>General Obligation Bonds</b>												
Paid by Tax Levies:												
Series 2019 A Street Bonds \$	45,000.00	\$	50,000.00	\$	50,000.00	\$	55,000.00	\$	355,000.00	\$	160,000.00	\$
Series 2020 Temporary	421,000.00		-		-		-		-		-	-
Paid by Tax Levies and Utility Receipts:												
Series 2016A	380,000.00		385,000.00		410,000.00		1,710,000.00		1,545,000.00		635,000.00	-
Paid by Utility Receipts:												
Series 2012A	95,000.00		65,000.00		40,000.00		45,000.00		-		-	-
<b>Revenue Bonds</b>												
Series 2015	270,000.00		280,000.00		300,000.00		1,710,000.00		1,595,000.00		-	-
State Low Interest Loan	34,654.45		69,438.90		69,786.75		316,997.85		-		-	-
<b>State Revolving Loans</b>												
KDHE No. 1961-01	104,016.99		106,981.49		113,166.38		116,391.64		-		-	-
KDHE No. 3015-01	-		51,444.98		105,396.90		106,856.39		596,532.52		200,425.09	(2,194,740.00)
GRDA Repayment	52,985.16		59,202.32		62,234.46		20,782.68		-		-	-
<b>Capital Leases</b>												
Case Tractor &												
Bush Hog	10,124.41		10,377.33		-		-		-		-	-
Fire Truck	34,532.99		35,611.81		37,871.61		40,061.49		-		-	-
Software	65,363.60		-		-		-		-		-	-
Golf Course Equipment	15,066.04		15,833.60		16,640.23		9,075.31		-		-	-
Backhoe	19,429.97		19,873.21		20,777.73		-		-		-	-
John Deere Excavator	5,309.57		7,334.57		-		-		-		-	-
Total Principal Payments	1,552,483.18		1,156,098.21		1,226,721.81		5,068,010.13		4,091,532.52		1,473,995.12	(2,194,740.00)
Interest												
<b>General Obligation Bonds</b>												
Paid by Tax Levies:												
Series 2019 A Street Bonds	38,160.00		36,540.00		32,940.00		125,460.00		68,040.00		8,640.00	-
Series 2020 Temporary	2,315.50		-		-		-		-		-	-
Paid by Tax Levies and Utility Receipts:												
Series 2016A	210,690.00		199,280.00		175,580.00		634,600.00		405,550.00		210,000.00	-
Paid by Utility Receipts:												
Series 2012A	9,037.50		6,900.00		3,750.00		1,350.00		-		-	-
<b>Revenue Bonds</b>												
Series 2015	166,250.00		156,800.00		137,025.00		462,700.00		141,925.00		-	-
State Low interest Loan	788.06		1,446.12		1,098.27		1,984.55		-		-	-
<b>State Revolving Loans</b>												
KDHE No. 1961-01	27,136.47		24,171.97		17,987.08		24,916.58		-		-	-
KDHE No. 3015-01	-		16,287.46		30,067.98		120,432.74		80,791.88		2,772.23	-
GRDA Repayment	5,314.84		4,397.68		1,365.54		106.74		-		-	-
<b>Capital Leases</b>												
Case Tractor &												
Bush Hog	512.55		259.44		-		-		-		-	-
Fire Truck	4,353.27		4,353.27		2,093.47		910.35		-		-	-
Software	1,481.48		-		-		-		-		-	-
Golf Course Equipment	3,425.60		2,658.04		1,003.66		170.51		-		-	-
Backhoe	1,834.52		1,391.28		474.25		-		-		-	-
John Deere Excavator	1,012.50		528.33		-		-		-		-	-
Total Interest Payments	472,312.29		455,013.59		403,385.25		1,371,443.87		696,306.88		256,969.28	-
Total Principal and Interest	\$ 2,024,795.47		\$ 1,611,111.80		\$ 1,630,107.06		\$ 6,439,454.00		\$ 4,787,839.40		\$ 1,730,964.40	\$ (2,194,740.00)
												\$ 20,135,479.43

## 5. CAPITAL LEASE OBLIGATIONS

The City has entered into a capital lease agreement in order to finance the acquisition of a 2015 Case Tractor and Bush Hog. Payments are made yearly, including interest at approximately 2.50%. Final maturity of the lease is July 6, 2023. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 10,636.96
2023	10,636.77
	<u>21,273.73</u>
Less imputed interest	(771.99)
Net Present Value of Minimum	
Lease Payments	20,501.74
Less: Current Maturities	<u>(10,124.41)</u>
Long-Term Capital Lease Obligations	<u>\$ 10,377.33</u>

The City has entered into a capital lease agreement in order to finance the acquisition of a Fire Truck. Payments are made twice a year, including interest at approximately 3.10%. Final maturity of the lease is October 1, 2026. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 38,886.26
2023	39,965.08
2024	39,965.07
2025	39,965.08
2026	40,971.84
	<u>199,753.33</u>
Less imputed interest	(14,951.11)
Net Present Value of Minimum	
Lease Payments	184,802.22
Less: Current Maturities	<u>(34,532.99)</u>
Long-Term Capital Lease Obligations	<u>\$ 150,269.23</u>

## 5. CAPITAL LEASE OBLIGATIONS (Continued)

The City has entered into a capital lease agreement in order to finance the acquisition of Software. Payments are made twice a year, including interest at approximately 3.10%. Final maturity of the lease is October 1, 2022. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 66,845.08
	66,845.08
Less imputed interest	(1,481.48)
Net Present Value of Minimum	
Lease Payments	65,363.60
Less: Current Maturities	(65,363.60)
Long-Term Capital Lease Obligations	\$ 0.00

The City has entered into a capital lease agreement in order to finance the acquisition of the golf course equipment. Payments are made quarterly, including interest at 5.00%. Final maturity of the lease is May 1, 2026. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 18,491.64
2023	18,491.64
2024	18,491.62
2025	18,491.64
2026	9,245.82
	83,212.36
Less imputed interest	(9,109.20)
Net Present Value of Minimum	
Lease Payments	74,103.16
Less: Current Maturities	(15,066.04)
Long-Term Capital Lease Obligations	\$ 59,037.12

The City has entered into a capital lease agreement in order to finance the acquisition of a Cash Backhoe. Payments are made annually, including interest at 2.25%. Final maturity of the lease is July 1, 2025. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 21,264.49
2023	21,264.49
2024	21,264.49
2025	21,251.98
	85,045.45
Less imputed interest	(4,640.54)
Net Present Value of Minimum	
Lease Payments	80,404.91
Less: Current Maturities	(19,429.97)
Long-Term Capital Lease Obligations	\$ 60,974.94

## 5. **CAPITAL LEASE OBLIGATIONS** (Continued)

The City has entered into a capital lease agreement in order to finance the acquisition of a John Deere excavator. Payments are made annually, including interest at 9.12%. Final maturity of the lease is August 9, 2023. Future minimum lease payments are as follows:

<u>Year Ended December 31</u>	<u>Totals</u>
2022	\$ 6,322.07
2023	<u>7,862.90</u>
	14,184.97
Less imputed interest	<u>(1,540.83)</u>
Net Present Value of Minimum Lease Payments	12,644.14
Less: Current Maturities	<u>(5,309.57)</u>
Long-Term Capital Lease Obligations	<u>\$ 7,334.57</u>

## 6. **OPERATING LEASES**

As of December 31, 2021 the City has entered into a number of operating leases for equipment. Rent expense for the year ended December 31, 2021, was \$23,000.83. Under the current lease agreements, the future minimum rental payments are as follows:

2022	\$ 10,176.72
2023	9,278.55
2024	7,074.18
2025	4,093.38
2026	1,271.34

## 7. **DEFINED BENEFIT PENSION PLAN**

### General Information about the Pension Plan

*Plan description.* The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publically available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at [www.kpers.org](http://www.kpers.org) or by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

*Contributions.* K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2017. Effective January 1, 2017, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

## **7. DEFINED BENEFIT PENSION PLAN (Continued)**

State law provides that the employer contribution rates for KPERS 1 and KPERS 2 and KPERS 3 be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 8.87% for the fiscal year ended December 31, 2021. Contributions to the pension plan from the City were \$250,941.96 for the year ended December 31, 2021.

### **Net Pension Liability**

At December 31, 2021, The City's proportionate share of the collective net pension liability reported by KPERS was \$1,611,649.00. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2020, which was rolled forward to June 30, 2021. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial valuation report including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the website at [www.kpers.org](http://www.kpers.org) or can be obtained as described above.

## **8. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS**

### ***Death and Disability Other Post-Employment Benefits***

As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2021.

### ***Compensated Absences:***

All full-time employees of the City are eligible for vacation benefits in varying annual amounts. Full time employees will be granted paid vacation time according to the following schedules:

Years Continuous Employment:	Days Granted per Year:	Maximum Days Accrued:
Less than 5 years	12 Days	20 Days
After 5 but less than 10	15 Days	25 Days
After 10 but less than 15	18 Days	30 Days
More than 15 years	21 Days	30 Days

No vacation time may be taken by an employee until they have been in the service of the City continuously for a period of six months. In the event of termination, an employee will be compensated for unused vacation leave, provided they have been in the service of the City for at least six full months.

Sick leave accrues to all full-time employees at the rate of 8 hours per month to a maximum of 960 hours. All employees shall receive their sick leave credit on the last payroll of the month.

Employees who terminate by other than retirement will not be paid for accumulated sick leave. Upon retirement 30 days of remaining sick leave will be paid at their hourly rate, provided the employee has accrued 960 hours and provided one year notice to the City of their intent to retire.

## **8. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS** (Continued)

The City determines a liability for compensated absences and compensatory time when the following conditions are met:

1. The City's obligation relating to employees' rights to receive compensation for future absences is attributable to employees' services already rendered.
2. The obligation relates to rights that vest or accumulate.
3. Payment of the compensation is probable.
4. The amount can be reasonably estimated.

In accordance with the above criteria, the City has estimated a liability for vacation pay and compensatory time, which has been earned, but not taken by City employees. The liability for compensated absences was \$152,991.52 and compensatory time was \$8,169.88. In accordance with the above criteria, the City has not recorded a liability for sick pay, inasmuch as the amount cannot be reasonably estimated.

### *Other Post Employment Benefits:*

As provided by K.S.A. 12-5040, the local government allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, except as disclosed below, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in these financial statements.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the Federal government for this coverage. The premium is paid in full by the insured. There is no cost to the City under this program.

## **9. RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees' health and life; and natural disasters. The City manages these risks of loss through the purchase of various insurance policies.

The City has been unable to obtain workers' compensation insurance at a cost it considers to be economically justifiable. For this reason, the City has joined together with other cities in the State to participate in Kansas Municipal Insurance Trust (KMIT), a public entity risk pool currently operating as a common risk management and insurance program for participating members. The City pays annual premium to KMIT for its workers' compensation insurance coverage. The agreement to participate provides that KMIT will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of a stated dollar amount for each insurance event. Additional premiums may be due if total claims for the pool are different than what has been anticipated by KMIT management.

## **10. CONCENTRATION OF RISK**

The City provides water to two rural water districts. During 2021, sales to Miami County Rural Water District No. 1 accounted for 11.03% of the water sold and sales to Miami County Rural Water District No. 3 accounted for 34.19% of the water sold. Risk of accounting loss exists from the possibility that a customer would no longer purchase water from the City. Impact of potential risk cannot be determined.

## 11. **INTERFUND TRANSFERS**

Operating transfers were as follows:

<u>From Fund:</u>	<u>To Fund:</u>	<u>Statutory Authority</u>	<u>Amount</u>
Electric Utility	General	K.S.A. 12-825d	\$ 387,000.00
Electric Utility	Employee Benefits	K.S.A. 12-16,102	67,500.00
Electric Utility	Tourism	K.S.A. 12-825d	10,000.00
Electric Utility	Golf Course	K.S.A. 12-825d	80,000.00
Electric Utility	Capital Improvements		
	General	K.S.A. 12-1,118	75,000.00
Electric Utility	Refuse Utility	K.S.A. 12-825d	25,000.00
Electric Utility	Electric Utility Debt		
	Service	K.S.A. 13-1270	450,000.01
Water Utility	General	K.S.A. 12-825d	176,000.00
Water Utility	Employee Benefits	K.S.A. 12-16,102	54,945.00
Water Utility	General Obligation		
	Bond and Interest	K.S.A. 13-1270	126,500.00
Sewer Utility	General	K.S.A. 12-825d	145,000.00
Sewer Utility	Employee Benefits	K.S.A. 12-16,102	35,000.00
Sewer Utility	Capital Improvements		
	Sewer	K.S.A. 12-1,118	75,000.00
Sewer Utility	General Obligation		
	Bond and Interest	K.S.A. 13-1270	325,000.00
Golf Course	Industrial Fund	K.S.A. 79-2934	15,302.00
Street Improvements	Capital Improvements		
	Street	K.S.A. 12-1,118	100,000.00
Public Safety Equipment	Capital Improvements		
	Technology	K.S.A. 12-1,118	29,000.00

## 12. **COVID-19**

On January 30, 2020, the World Health Organization (“WHO”) announced a global health emergency because of a new strain of coronavirus in Wuhan, China (the “COVID-19 outbreak”) and the risk to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the City’s financial condition, liquidity and future results of operations. Management is actively monitoring the global and local situation on its financial condition, liquidity, operations, suppliers, industry and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the City is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition or liquidity for fiscal year 2022. Future potential impacts include a decline in sales tax collections and utility collections.

As a result of the COVID-19 outbreak, numerous Federal and State grants have been made available to the City to assist with the risks and help offset incurred costs of the City. For the year ended December 31, 2021, the City received \$326,888.80 as a result of the American Rescue Plan Act, of which none had been spent at year end.

## 13. **SUBSEQUENT EVENTS**

The City evaluated events and transactions occurring subsequent year end, and there were no subsequent events requiring recognition in the financial statement.

The City did accept a bid from Crossland for modifications to the wastewater treatment facility in the amount of \$2,538,564.00, issued GO bonds in the amount of \$6,175,000.00, and approved a street project bid from Killough Construction in the amount of \$730,396.35.



## **SUPPLEMENTARY INFORMATION**

**CITY OF OSAWATOMIE, KANSAS**  
Summary of Expenditures - Actual and Budget  
(Budgeted Funds Only)  
Regulatory Basis  
For the Year Ended December 31, 2021

Funds	Certified Budget	Adjustments for Qualifying Budget Credits	Total Budget for Comparison	Expenditures	
				Charged to Current Year Budget	Variance - Over (Under)
General Fund	\$ 3,500,000.00	\$ 21,168.63	\$ 3,521,168.63	\$ 3,312,616.88	\$ (208,551.75)
Special Purpose Funds:					
Industrial	70,000.00	-	70,000.00	67,208.90	(2,791.10)
Library	103,858.00	-	103,858.00	16,257.27	(87,600.73)
Employee Benefits	880,509.00	10,774.03	891,283.03	915,519.43	24,236.40
Special Parks and Recreation	60,000.00	-	60,000.00	48,377.36	(11,622.64)
Tourism	100,000.00	-	100,000.00	99,202.17	(797.83)
911	10,000.00	-	10,000.00	9,897.41	(102.59)
Street Improvement	140,000.00	-	140,000.00	137,291.88	(2,708.12)
Golf Course	425,000.00	-	425,000.00	392,550.88	(32,449.12)
Public Safety Equipment	157,500.00	-	157,500.00	105,569.10	(51,930.90)
Bond and Interest Fund:					
General Obligation Bond and Interest	1,000,000.00	-	1,000,000.00	780,135.00	(219,865.00)
Business Funds:					
Electric Utility	4,900,000.00	45,410.51	4,945,410.51	4,861,038.49	(84,372.02)
Electric Utility Debt Service	465,000.00	-	465,000.00	435,352.50	(29,647.50)
Water Utility	1,400,000.00	-	1,400,000.00	1,124,343.91	(275,656.09)
Refuse Utility	441,600.00	-	441,600.00	375,804.76	(65,795.24)
Sewer Utility	1,100,000.00	-	1,100,000.00	1,072,434.73	(27,565.27)

**CITY OF OSAWATOMIE, KANSAS**  
**GENERAL FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Ad Valorem Property Tax	\$ 681,151.13	\$ 703,745.07	\$ 741,751.00	\$ (38,005.93)
Delinquent Tax	48,836.12	28,964.72	25,000.00	3,964.72
Motor Vehicle Tax	69,754.63	77,783.01	72,866.00	4,917.01
Recreational Vehicle Tax	1,122.24	1,463.82	1,170.00	293.82
16/20M Vehicle Tax	251.49	173.78	207.00	(33.22)
Commercial Vehicle Tax	780.58	569.09	642.00	(72.91)
Special Assessments	1,525.88	13,193.86	2,500.00	10,693.86
Sales Tax	875,539.24	998,566.64	757,000.00	241,566.64
Franchise Taxes	99,514.86	108,115.83	107,500.00	615.83
Intergovernmental				
Local Alcoholic Liquor Tax	4,797.70	4,964.39	6,000.00	(1,035.61)
Grant Proceeds	95,526.43	34,778.28	439,000.00	(404,221.72)
CDBG-CV Grant Proceeds	62,100.00	104,900.00	-	104,900.00
SPARK Grant Proceeds	29,000.00	-	-	-
Licenses and Permits	23,761.44	33,981.50	25,000.00	8,981.50
Charges for Services				
Sale of Cemetery Lots	3,450.00	14,550.00	-	14,550.00
Cemetery Charges	22,550.00	33,680.00	35,500.00	(1,820.00)
Auditorium Rent	1,190.00	3,100.00	-	3,100.00
Memorial Hall Rent	2,185.00	4,360.00	-	4,360.00
Animal Control	5,936.00	6,881.00	-	6,881.00
Drug Screening	113.00	-	-	-
Probation	300.00	-	-	-
Student Resource Officer	32,658.56	30,445.52	-	30,445.52
Assigned Counsel	5,305.78	5,760.00	-	5,760.00
Fines, Forfeitures and Penalties				
Fines	97,389.25	96,002.43	120,000.00	(23,997.57)
Use of Money and Property				
Interest Income	13,723.10	6,546.50	12,000.00	(5,453.50)
Sales of Equipment and Property	3,963.40	259.20	-	259.20
Sale of Asset	-	292,183.48	-	292,183.48
Other Receipts				
Miscellaneous	6,626.10	6,279.24	175,000.00	(168,720.76)
Reimbursed Expense	94,679.80	21,168.63	3,000.00	18,168.63
Operating Transfers from:				
Electric Utility Fund	374,024.00	387,000.00	612,000.00	(225,000.00)
Water Utility Fund	174,021.00	176,000.00	50,000.00	126,000.00
Sewer Utility Fund	146,143.00	145,000.00	45,000.00	100,000.00
Total Receipts	2,977,919.73	3,340,415.99	\$ 3,231,136.00	\$ 109,279.99

**CITY OF OSAWATOMIE, KANSAS**  
**GENERAL FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Expenditures				
General Administration				
Personal Services	\$ 436,442.73	\$ 476,235.00	\$ 450,000.00	\$ 26,235.00
Contractual Services	240,216.65	313,561.51	225,000.00	88,561.51
Commodities	37,325.58	31,760.71	30,000.00	1,760.71
Capital Outlay	41,857.61	94,590.70	90,000.00	4,590.70
Other Expenses	-	-	248,968.00	(248,968.00)
Code Enforcement				
Personal Services	137,291.46	180,128.65	160,000.00	20,128.65
Contractual Services	43,716.76	39,873.68	45,000.00	(5,126.32)
Commodities	10,186.34	17,389.02	16,450.00	939.02
Capital Outlay	4,038.58	-	-	-
Police and Fire				
Personal Services	911,240.26	786,640.85	775,000.00	11,640.85
Contractual Services	104,526.25	166,991.79	164,800.00	2,191.79
Commodities	56,235.15	81,153.94	90,700.00	(9,546.06)
Capital Outlay	24,133.72	41,667.72	45,000.00	(3,332.28)
John Brown Cabin				
Personal Services	29,869.12	34,023.08	37,058.00	(3,034.92)
Contractual Services	6,753.61	5,893.05	7,500.00	(1,606.95)
Commodities	28.75	72.24	500.00	(427.76)
Capital Outlay	-	-	2,000.00	(2,000.00)
Streets and Alleys				
Personal Services	126,922.57	163,746.52	160,000.00	3,746.52
Contractual Services	21,180.39	16,348.38	20,000.00	(3,651.62)
Commodities	35,663.86	56,660.65	55,000.00	1,660.65
Capital Outlay	1,772.97	1,615.00	2,500.00	(885.00)
City Clerk				
Capital Outlay	162.49	-	-	-
Property & Maintenance				
Personal Services	191,672.46	113,293.85	116,740.00	(3,446.15)
Contractual Services	38,017.96	49,484.65	50,000.00	(515.35)
Commodities	30,473.15	47,136.45	50,000.00	(2,863.55)
Capital Outlay	12,947.97	26,384.60	30,000.00	(3,615.40)

**CITY OF OSAWATOMIE, KANSAS**  
**GENERAL FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Expenditures (Continued)				
Municipal Court Services				
Personal Services	\$ 39,119.04	\$ 42,972.72	\$ 46,223.00	\$ (3,250.28)
Contractual Services	99,981.99	96,632.64	98,400.00	(1,767.36)
Commodities	932.47	1,043.69	850.00	193.69
Capital Outlay	-	-	1,000.00	(1,000.00)
Other Expenses	12,736.00	14,591.00	18,000.00	(3,409.00)
Levees and Stormwater				
Contractual Services	659.19	13,883.30	14,000.00	(116.70)
Commodities	1,543.24	6,077.02	8,050.00	(1,972.98)
Capital Outlay	-	-	15,000.00	(15,000.00)
Lease Purchase - Tractor and Bush Hog	10,636.96	10,636.96	-	10,636.96
Library				
Personal Services	99,579.40	119,351.07	120,000.00	(648.93)
Contractual Services	18,835.31	23,960.61	27,870.00	(3,909.39)
Commodities	18,273.27	19,095.46	23,050.00	(3,954.54)
Capital Outlay	1,895.18	-	1,000.00	(1,000.00)
Information Technology				
Personal Services	-	35.82	54,341.00	(54,305.18)
Contractual Services	-	166,841.71	170,000.00	(3,158.29)
Commodities	-	15,724.61	20,000.00	(4,275.39)
Capital Outlay	-	37,118.23	10,000.00	27,118.23
Total Certified Budget			3,500,000.00	(187,383.12)
Adjustments for Qualifying Budget Credits			21,168.63	(21,168.63)
Total Expenditures	2,846,868.44	3,312,616.88	\$ 3,521,168.63	\$ (208,551.75)
Receipts Over(Under) Expenditures	131,051.29	27,799.11		
Unencumbered Cash, Beginning	260,034.53	391,085.82		
Unencumbered Cash, Ending	\$ 391,085.82	\$ 418,884.93		

**CITY OF OSAWATOMIE, KANSAS**  
**INDUSTRIAL FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Ad Valorem Tax	\$ 4,477.16	\$ 4,693.00	\$ 4,945.00	\$ (252.00)
Delinquent Tax	276.69	173.44	-	173.44
Motor Vehicle Tax	417.18	514.96	205.00	309.96
Recreational Vehicle Tax	7.00	9.66	3.00	6.66
16/20M Vehicle Tax	5.89	1.18	1.00	0.18
Commercial Vehicle Tax	5.26	3.75	2.00	1.75
Use of Money and Property				
Rental Income	-	(3,300.00)	12,162.00	(15,462.00)
Sale of Assets	6,000.00	22,501.00	-	22,501.00
Other Receipts				
Reimbursed Expense	29,393.65	294.00	-	294.00
Miscellaneous	17,893.60	3,080.47	-	3,080.47
Operating Transfer from				
General Fund	-	-	17,633.00	(17,633.00)
Golf Course Fund	-	15,302.00		15,302.00
Total Receipts	58,476.43	43,273.46	\$ 34,951.00	\$ 8,322.46
Expenditures				
General Government				
Contractual Services	18,187.62	50,446.90	\$ 15,000.00	\$ 35,446.90
Commodities	937.38	-	-	-
Capital Outlay	-	16,762.00	47,500.00	(30,738.00)
Lease Purchase - Grocery				
Store Equipment	-	-	7,500.00	(7,500.00)
Total Expenditures	19,125.00	67,208.90	\$ 70,000.00	\$ (2,791.10)
Receipts Over(Under) Expenditures	39,351.43	(23,935.44)		
Unencumbered Cash, Beginning	(4,302.57)	35,048.86		
Unencumbered Cash, Ending	\$ 35,048.86	\$ 11,113.42		

**CITY OF OSAWATOMIE, KANSAS**  
**LIBRARY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year			
	Prior Year Actual	Actual	Budget	Variance - Over (Under)	
Receipts					
Intergovernmental					
Grant Proceeds	\$ 17,705.00	\$ 11,426.00	\$ 10,000.00	\$ 1,426.00	
Use of Money and Property					
Interest Income	602.55	121.14	134.00	(12.86)	
Other Receipts					
Donations	5,422.38	1,985.14	53,000.00	(51,014.86)	
Total Receipts	23,729.93	13,532.28	\$ 63,134.00	\$ (49,601.72)	
Expenditures					
Culture and Recreation					
Contractual Services	2,068.86	776.68	\$ 2,500.00	\$ (1,723.32)	
Commodities	9,028.19	15,480.59	10,000.00	5,480.59	
Capital Outlay	-	-	91,358.00	(91,358.00)	
Total Expenditures	11,097.05	16,257.27	\$ 103,858.00	\$ (87,600.73)	
Receipts Over(Under) Expenditures	12,632.88	(2,724.99)			
Unencumbered Cash, Beginning	103,424.55	116,057.43			
Unencumbered Cash, Ending	\$ 116,057.43	\$ 113,332.44			

**CITY OF OSAWATOMIE, KANSAS**  
**EMPLOYEE BENEFITS FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Ad Valorem Property Tax	\$ 447,720.83	\$ 471,780.17	\$ 497,268.00	\$ (25,487.83)
Delinquent Tax	36,953.06	20,908.94	-	20,908.94
Motor Vehicle Tax	51,793.97	47,853.00	20,465.00	27,388.00
Recreational Vehicle Tax	830.21	5,489.40	338.00	5,151.40
16/20M Vehicle Tax	198.02	127.56	60.00	67.56
Commercial Vehicle Tax	573.44	374.97	185.00	189.97
Watercraft Tax	-	-	46.00	(46.00)
Other Receipts				
Reimbursed Expense	454.37	10,774.03	-	10,774.03
Operating Transfers from:				
Electric Utility Fund	97,085.00	67,500.00	67,450.00	50.00
Sewer Utility Fund	44,134.00	35,000.00	35,000.00	-
Water Utility Fund	67,741.00	54,945.00	54,945.00	-
Total Receipts	747,483.90	714,753.07	\$ 675,757.00	\$ 38,996.07
Expenditures				
General Government				
Personal Services	708,873.46	912,199.41	\$ 860,555.00	\$ 51,644.41
Contractual Services	5,621.44	3,320.02	-	3,320.02
Other				
Cash Basis Reserve	-	-	19,954.00	(19,954.00)
Total Certified Budget			880,509.00	35,010.43
Adjustments for Qualifying				
Budget Credits			10,774.03	(10,774.03)
Total Expenditures	714,494.90	915,519.43	\$ 891,283.03	\$ 24,236.40
Receipts Over(Under) Expenditures	32,989.00	(200,766.36)		
Unencumbered Cash, Beginning	251,571.07	284,560.07		
Unencumbered Cash, Ending	\$ 284,560.07	\$ 83,793.71		



**CITY OF OSAWATOMIE, KANSAS**  
**SPECIAL PARKS AND RECREATION FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year			
	Prior Year Actual	Actual	Budget	Variance - Over (Under)	
Receipts					
Taxes and Shared Receipt					
Local Alcoholic Liquor Tax	\$ 4,797.72	\$ 4,964.39	\$ 6,000.00	\$ (1,035.61)	
Other Receipts					
Donations	-	-	2,500.00	(2,500.00)	
Operating Transfers from:					
Electric Utility Fund	20,000.00	-	7,927.00	(7,927.00)	
Total Receipts	24,797.72	4,964.39	\$ 16,427.00	\$ (11,462.61)	
Expenditures					
Culture and Recreation					
Facilities					
Contractual Services	821.88	3,501.62	\$ -	\$ 3,501.62	
Commodities	-	3,300.24	-	3,300.24	
Capital Outlay	4,614.75	41,575.50	22,000.00	19,575.50	
Debt Retirement					
Principal	16,204.48	-	35,000.00	(35,000.00)	
Interest	1,085.84	-	3,000.00	(3,000.00)	
Total Expenditures	22,726.95	48,377.36	\$ 60,000.00	\$ (11,622.64)	
Receipts Over(Under) Expenditures	2,070.77	(43,412.97)			
Unencumbered Cash, Beginning	41,502.19	43,572.96			
Unencumbered Cash, Ending	\$ 43,572.96	\$ 159.99			

**CITY OF OSAWATOMIE, KANSAS**  
**TOURISM FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Transient Guest Tax	\$ 11,908.53	\$ 15,664.71	\$ 12,500.00	\$ 3,164.71
Charges for Services				
Rental Income	100.00	150.00	-	150.00
Sponsorship Income	10,285.00	17,409.85	16,250.00	1,159.85
Entry Fees	-	1,300.00	-	1,300.00
Other Receipts				
Donations	1,137.00	2,658.00	5,000.00	(2,342.00)
Reimbursed Expense	-	6,765.10	-	6,765.10
Miscellaneous	36.61	14,520.16	5,000.00	9,520.16
Operating Transfers from				
Electric Utility Fund	10,000.00	10,000.00	-	10,000.00
Total Receipts	33,467.14	68,467.82	\$ 38,750.00	\$ 29,717.82
Expenditures				
General Government				
Contractual Services	10,962.28	42,789.34	\$ 65,000.00	\$ (22,210.66)
Commodities	3,407.27	46,284.37	17,500.00	28,784.37
Capital Outlay	-	10,128.46	-	10,128.46
Other				
Cash Basis Reserve	-	-	17,500.00	(17,500.00)
Total Expenditures	14,369.55	99,202.17	\$ 100,000.00	\$ (797.83)
Receipts Over(Under) Expenditures	19,097.59	(30,734.35)		
Unencumbered Cash, Beginning	56,524.07	75,621.66		
Unencumbered Cash, Ending	\$ 75,621.66	\$ 44,887.31		

**CITY OF OSAWATOMIE, KANSAS**  
**911 FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Operating Transfer from: General Fund	\$ -	\$ -	\$ 103.00	\$ (103.00)
Total Receipts	-	-	\$ 103.00	\$ (103.00)
Expenditures				
General Government				
Capital Outlay	-	9,897.41	\$ -	\$ 9,897.41
Operating Transfer to: Public Safety Equipment Fund	-	-	10,000.00	(10,000.00)
Total Expenditures	-	9,897.41	\$ 10,000.00	\$ (102.59)
Receipts Over(Under) Expenditures	-	(9,897.41)		
Unencumbered Cash, Beginning	9,897.41	9,897.41		
Unencumbered Cash, Ending	\$ 9,897.41	\$ -		

**CITY OF OSAWATOMIE, KANSAS**  
**STREET IMPROVEMENT FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
Receipts				
Taxes and Shared Receipt				
Motor Fuel Tax	\$ 111,207.21	\$ 123,475.12	\$ 97,150.00	\$ 26,325.12
Intergovernmental				
County Connecting Links	5,100.00	5,100.00	5,100.00	-
Total Receipts	116,307.21	128,575.12	\$ 102,250.00	\$ 26,325.12
Expenditures				
Street Improvements				
Contractual Services	3,620.02	895.85	\$ -	\$ 895.85
Commodities	-	32,771.01	25,000.00	7,771.01
Capital Outlay	45,647.95	-	-	-
Debt Service				
Capital Lease - Const. Equip.	-	3,625.02	-	3,625.02
Operating Transfer to				
Capital Improvements				
Street Fund	155,000.00	100,000.00	115,000.00	(15,000.00)
Total Expenditures	204,267.97	137,291.88	\$ 140,000.00	\$ (2,708.12)
Receipts Over(Under) Expenditures	(87,960.76)	(8,716.76)		
Unencumbered Cash, Beginning	201,140.71	113,179.95		
Unencumbered Cash, Ending	\$ 113,179.95	\$ 104,463.19		

**CITY OF OSAWATOMIE, KANSAS**  
**GOLF COURSE FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Charges for Services				
Golf Course Sheds	\$ 2,352.00	\$ 2,593.50	\$ -	\$ 2,593.50
Membership Fees	29,041.10	41,893.09	-	41,893.09
Green Fees	96,664.61	108,940.50	250,000.00	(141,059.50)
Golf Cart Fees	62,596.11	75,774.16	-	75,774.16
Sales Tax	11,953.57	14,986.72	8,100.00	6,886.72
Driving Range	5,832.25	9,707.13	-	9,707.13
Concessions	15,343.79	54,928.02	-	54,928.02
Tournaments	17,597.03	29,710.41	-	29,710.41
Pro Shop	36,585.51	10,347.99	-	10,347.99
Other Fees	4,198.68	4,569.37	-	4,569.37
Use of Money and Property				
Sales of Equipment and Property	-	655.00	-	655.00
Other Receipts				
Reimbursed Expense	-	3,819.00	-	3,819.00
Miscellaneous	346.29	1,375.11	-	1,375.11
Operating Transfers from				
Electric Utility Fund	77,500.00	80,000.00	77,500.00	2,500.00
<b>Total Receipts</b>	<b>360,010.94</b>	<b>439,300.00</b>	<b>\$ 335,600.00</b>	<b>\$ 103,700.00</b>
Expenditures				
Culture and Recreation				
Personal Services	111,811.06	125,534.14	\$ 170,000.00	\$ (44,465.86)
Contractual Services	67,068.29	105,929.99	65,000.00	40,929.99
Commodities	71,439.13	98,486.87	75,000.00	23,486.87
Capital Outlay	-	11,500.00	115,000.00	(103,500.00)
Debt Service				
Principal	13,640.77	31,084.01	-	31,084.01
Interest	4,850.87	4,713.87	-	4,713.87
Operating Transfer to:				
Industrial Fund	-	15,302.00	-	15,302.00
<b>Total Expenditures</b>	<b>268,810.12</b>	<b>392,550.88</b>	<b>\$ 425,000.00</b>	<b>\$ (32,449.12)</b>
Receipts Over(Under) Expenditures	91,200.82	46,749.12		
Unencumbered Cash, Beginning	1,828.69	93,029.51		
Unencumbered Cash, Ending	<u>\$ 93,029.51</u>	<u>\$ 139,778.63</u>		

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS GENERAL FUND**  
Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Use of Money and Property		
Capital Lease Proceeds	\$ 100,056.00	\$ -
Other Receipts		
Donations	11,000.00	-
Operating Transfers from		
Electric Utility Fund	<u>137,000.00</u>	<u>75,000.00</u>
Total Receipts	<u>248,056.00</u>	<u>75,000.00</u>
Expenditures		
Capital Projects		
Capital Outlay	<u>155,967.20</u>	<u>162,980.38</u>
Total Expenditures	<u>155,967.20</u>	<u>162,980.38</u>
Receipts Over(Under) Expenditures	92,088.80	(87,980.38)
Unencumbered Cash, Beginning	<u>151,104.39</u>	<u>243,193.19</u>
Unencumbered Cash, Ending	<u>\$ 243,193.19</u>	<u>\$ 155,212.81</u>

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS WATER FUND**  
Schedule of Receipts and Expenditures - Actual  
Regulatory Basis  
For the Year Ended December 31, 2021  
(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year Actual
Receipts		
Operating Transfers From Water Utility Fund	\$ 80,000.00	\$ -
Total Receipts	80,000.00	-
Expenditures		
Capital Projects Capital Outlay	46,742.81	57,021.99
Total Expenditures	46,742.81	57,021.99
Receipts Over(Under) Expenditures	33,257.19	(57,021.99)
Unencumbered Cash, Beginning	75,000.00	108,257.19
Unencumbered Cash, Ending	\$ 108,257.19	\$ 51,235.20

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS SEWER FUND**

Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Use of Money and Property		
Temporary Notes Proceeds	\$ 10,369.31	\$ 165,760.00
Operating Transfers From		
Sewer Utility Fund	<u>75,000.00</u>	<u>75,000.00</u>
Total Receipts	<u>85,369.31</u>	<u>240,760.00</u>
Expenditures		
Capital Projects		
Capital Outlay	55,684.00	251,498.00
Debt Service		
Interest	<u>-</u>	<u>3,113.06</u>
Total Expenditures	<u>55,684.00</u>	<u>254,611.06</u>
Receipts Over(Under) Expenditures	29,685.31	(13,851.06)
Unencumbered Cash, Beginning	<u>141,294.61</u>	<u>170,979.92</u>
Unencumbered Cash, Ending	<u>\$ 170,979.92</u>	<u>\$ 157,128.86</u>



**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS STREET FUND**  
Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Operating Transfer from Street Improvement Fund	\$ 155,000.00	\$ 100,000.00
Total Receipts	<u>155,000.00</u>	<u>100,000.00</u>
Expenditures		
Capital Projects		
Capital Outlay	69,949.44	22,389.81
Debt Services		
Capital Lease - Principal	-	19,651.09
Capital Lease - Interest	-	1,613.40
Total Expenditures	<u>69,949.44</u>	<u>43,654.30</u>
Receipts Over(Under) Expenditures	85,050.56	56,345.70
Unencumbered Cash, Beginning	<u>82,400.50</u>	<u>167,451.06</u>
Unencumbered Cash, Ending	<u>\$ 167,451.06</u>	<u>\$ 223,796.76</u>

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS GRANT FUND**

Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Operating Transfers From:		
Capital Improvements		
Street Fund	\$ -	\$ -
Total Receipts	-	-
Expenditures		
Capital Projects		
Capital Outlay	-	-
Total Expenditures	-	-
Receipts Over(Under) Expenditures	-	-
Unencumbered Cash, Beginning	3,556.79	3,556.79
Unencumbered Cash, Ending	<u>\$ 3,556.79</u>	<u>\$ 3,556.79</u>

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS SPECIAL PROJECTS FUND**

Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Intergovernmental		
Grant Proceeds	\$ 178,338.00	\$ 26,812.00
Total Receipts	<u>178,338.00</u>	<u>26,812.00</u>
Expenditures		
Capital Projects		
Contractual Services	-	8,784.98
Capital Outlay	<u>107,114.35</u>	<u>103,683.94</u>
Total Expenditures	<u>107,114.35</u>	<u>112,468.92</u>
Receipts Over(Under) Expenditures	71,223.65	(85,656.92)
Unencumbered Cash, Beginning	<u>14,433.27</u>	<u>85,656.92</u>
Unencumbered Cash, Ending	<u>\$ 85,656.92</u>	<u>\$ -</u>

**CITY OF OSAWATOMIE, KANSAS**  
**CAPITAL IMPROVEMENTS TECHNOLOGY FUND**  
Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Charges for Services		
Technology Fees	\$ 36,941.27	\$ 37,200.46
Operating Transfer from		
Public Safety Equipment	<u>29,000.00</u>	<u>29,000.00</u>
Total Receipts	<u>65,941.27</u>	<u>66,200.46</u>
Expenditures		
Capital Projects		
Capital Outlay	5,714.22	3,125.00
Debt Service		
Principal	59,768.59	59,820.63
Interest	<u>5,269.78</u>	<u>5,217.74</u>
Total Expenditures	<u>70,752.59</u>	<u>68,163.37</u>
Receipts Over(Under) Expenditures	(4,811.32)	(1,962.91)
Unencumbered Cash, Beginning	<u>35,624.10</u>	<u>30,812.78</u>
Unencumbered Cash, Ending	<u>\$ 30,812.78</u>	<u>\$ 28,849.87</u>

**CITY OF OSAWATOMIE, KANSAS**  
**PUBLIC SAFETY EQUIPMENT FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Ad Valorem Tax	\$ 22,385.55	\$ 23,464.57	\$ 24,725.00	\$ (1,260.43)
Delinquent Tax	1,554.43	942.21	-	942.21
Motor Vehicle Tax	2,307.12	2,574.50	1,023.00	1,551.50
Recreational Vehicle Tax	37.47	48.35	17.00	31.35
16/20M Vehicle Tax	6.92	5.90	3.00	2.90
Commercial Vehicle Tax	26.48	18.71	9.00	9.71
Watercraft Tax	-	-	2.00	(2.00)
Sales Tax	20,501.38	-	69,382.00	(69,382.00)
Intergovernmental				
State Grant Proceeds	7,581.54	46,500.00	-	46,500.00
Other Receipts				
Reimbursed Expense	-	400.00	-	400.00
Miscellaneous	4,680.00	-	-	-
Total Receipts	59,080.89	73,954.24	\$ 95,161.00	\$ (21,206.76)
Expenditures				
General Government				
Contractual	927.29	-	\$ -	\$ -
Commodities	-	111.11	-	111.11
Capital Outlay	12,584.16	36,492.92	78,500.00	(42,007.08)
Debt Services				
Principal	32,472.40	32,480.08	-	32,480.08
Interest	7,492.68	7,484.99	-	7,484.99
Operating Transfer to				
Capital Improvements Technology	29,000.00	29,000.00	29,000.00	-
Other				
Cash Basis Reserve	-	-	50,000.00	(50,000.00)
Total Expenditures	82,476.53	105,569.10	\$ 157,500.00	\$ (51,930.90)
Receipts Over(Under) Expenditures	(23,395.64)	(31,614.86)		
Unencumbered Cash, Beginning	56,481.48	33,085.84		
Unencumbered Cash, Ending	\$ 33,085.84	\$ 1,470.98		

**CITY OF OSAWATOMIE, KANSAS**  
**AMERICAN RESCUE PLAN ACT FUND**

Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year Actual
Receipts		
Intergovernmental		
ARPA Grant Proceeds	\$ -	\$ 326,888.80
Total Receipts	-	326,888.80
Expenditures		
Capital Projects		
Capital Outlay	-	-
Total Expenditures	-	-
Receipts Over(Under) Expenditures	-	326,888.80
Unencumbered Cash, Beginning	-	-
Unencumbered Cash, Ending	\$ -	\$ 326,888.80

**CITY OF OSAWATOMIE, KANSAS**  
**ELECTRIC GENERATION BOND ACCOUNT FUND**

Schedule of Receipts and Expenditures - Actual  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Receipts		
Use of Money and Property		
Interest	\$ 19.13	\$ 2.17
Operating Transfer from		
Electric Utility Fund	<u>100,000.00</u>	<u>-</u>
Total Receipts	<u>100,019.13</u>	<u>2.17</u>
Expenditures		
Capital Projects		
Capital Outlay	<u>45,570.00</u>	<u>45,620.00</u>
Total Expenditures	<u>45,570.00</u>	<u>45,620.00</u>
Receipts Over(Under) Expenditures	54,449.13	(45,617.83)
Unencumbered Cash, Beginning	<u>24,463.56</u>	<u>78,912.69</u>
Unencumbered Cash, Ending	<u>\$ 78,912.69</u>	<u>\$ 33,294.86</u>

**CITY OF OSAWATOMIE, KANSAS**  
**GENERAL OBLIGATION BOND AND INTEREST FUND**  
Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Taxes and Shared Receipt				
Ad Valorem Property Tax	\$ 394,662.07	\$ 404,642.60	\$ 426,507.00	\$ (21,864.40)
Delinquent Tax	26,846.69	16,210.60	-	16,210.60
Motor Vehicle Tax	39,013.57	44,849.84	18,039.00	26,810.84
Recreational Vehicle Tax	630.05	845.10	298.00	547.10
16/20M Vehicle Tax	128.80	98.34	53.00	45.34
Commercial Vehicle Tax	441.40	329.57	164.00	165.57
Watercraft Tax	-	-	41.00	(41.00)
Bond Proceeds	-	-	100,603.00	(100,603.00)
Operating Transfers from:				
Sewer Utility Fund	175,000.00	325,000.00	175,000.00	150,000.00
Water Utility Fund	126,000.00	126,500.00	126,500.00	-
Total Receipts	762,722.58	918,476.05	\$ 847,205.00	\$ 71,271.05
Expenditures				
Debt Service				
Bond Principal	480,000.00	510,000.00	\$ 600,000.00	\$ (90,000.00)
Bond Interest	290,463.00	269,035.00	279,664.00	(10,629.00)
Commissions and Postage	1,101.25	1,100.00	500.00	600.00
Other				
Cash Basis Reserve	-	-	119,836.00	(119,836.00)
Total Expenditures	771,564.25	780,135.00	\$ 1,000,000.00	\$ (219,865.00)
Receipts Over(Under) Expenditures	(8,841.67)	138,341.05		
Unencumbered Cash, Beginning	180,405.32	171,563.65		
Unencumbered Cash, Ending	\$ 171,563.65	\$ 309,904.70		



**CITY OF OSAWATOMIE, KANSAS**  
**ELECTRIC UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Charges for Services				
Electric Charges	\$ 3,379,240.15	\$ 3,557,428.82	\$ 3,800,000.00	\$ (242,571.18)
Sales Tax	119,409.46	126,866.85	130,000.00	(3,133.15)
Utility Deposits	7,178.83	(100.00)	55,000.00	(55,100.00)
Late Fees	62,535.10	60,035.07	-	60,035.07
Other Charges	72,943.85	67,960.20	18,000.00	49,960.20
Use of Money and Property				
Interest Income	1,648.81	1,229.10	2,500.00	(1,270.90)
Sale of Assets	3,014.35	21,500.00	-	21,500.00
Loan Proceeds	-	700,000.00	1,000,000.00	(300,000.00)
No Fund Warrants	-	400,000.00	-	400,000.00
Other Receipts				
Miscellaneous	998.74	529.87	2,000.00	(1,470.13)
Reimbursed Expense	6,872.16	45,410.51	-	45,410.51
Total Receipts	3,653,841.45	4,980,860.42	\$ 5,007,500.00	\$ (26,639.58)
Expenditures				
Administration				
Personal Services	-	-	\$ 450,000.00	\$ (450,000.00)
Contractual Services	255,926.78	307,068.83	403,430.00	(96,361.17)
Commodities	997.86	138.06	125,800.00	(125,661.94)
Capital Outlay	217.41	-	120,177.00	(120,177.00)
Electric Production				
Personal Services	83,700.78	66,948.73	-	66,948.73
Contractual Services	1,519,471.14	2,363,168.88	2,714,643.00	(351,474.12)
Commodities	11,449.24	45,977.19	-	45,977.19
Capital Outlay	-	724.11	-	724.11
Electric Distribution				
Personal Services	285,016.73	307,719.41	-	307,719.41
Contractual Services	27,151.29	77,681.37	-	77,681.37
Commodities	140,268.88	94,069.14	26,500.00	67,569.14
Capital Outlay	3,124.27	20,325.26	-	20,325.26
Debt Service				
Principal	-	474,580.05	-	474,580.05
Interest	-	1,815.38	-	1,815.38
Capital Lease - Utility Equip	6,322.07	6,322.07	-	6,322.07

**CITY OF OSAWATOMIE, KANSAS**  
**ELECTRIC UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Expenditures (Continued)				
Operating Transfers to:				
General Fund	\$ 374,024.00	\$ 387,000.00	\$ 387,000.00	\$ -
Electric Utility Debt				
Service Fund	434,100.00	450,000.01	450,000.00	0.01
Electric Generation				
Bond Account Fund	100,000.00	-		-
Golf Course Fund	77,500.00	80,000.00	80,000.00	-
Special Parks and				
Recreation Fund	20,000.00	-	-	-
Employee Benefits Fund	97,085.00	67,500.00	67,450.00	50.00
Capital Improvements				
General Fund	137,000.00	75,000.00	75,000.00	-
Capital Improvements				
Special Projects	-	-	-	-
Tourism Fund	10,000.00	10,000.00	-	10,000.00
Refuse Utility Fund	-	25,000.00	-	25,000.00
Total Certified Budget			4,900,000.00	(38,961.51)
Adjustments for Qualifying				
Budget Credits			45,410.51	(45,410.51)
Total Expenditures	3,583,355.45	4,861,038.49	\$ 4,945,410.51	\$ (84,372.02)
Receipts Over(Under) Expenditures	70,486.00	119,821.93		
Unencumbered Cash, Beginning	288,305.24	358,791.24		
Unencumbered Cash, Ending	\$ 358,791.24	\$ 478,613.17		

**CITY OF OSAWATOMIE, KANSAS**  
**ELECTRIC UTILITY DEBT SERVICE FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
Receipts				
Operating Transfers From Electric Utility Fund	\$ 434,100.00	\$ 450,000.01	\$ 434,100.00	\$ 15,900.01
Total Receipts	434,100.00	450,000.01	\$ 434,100.00	\$ 15,900.01
Expenditures				
Debt Service				
Bond Principal	250,000.00	260,000.00	\$ 260,000.00	\$ -
Bond Interest	184,100.00	175,350.00	175,350.00	-
Commissions and Postage	1.25	2.50	-	2.50
Other				
Cash Basis Reserve	-	-	29,650.00	(29,650.00)
Total Expenditures	434,101.25	435,352.50	\$ 465,000.00	\$ (29,647.50)
Receipts Over(Under) Expenditures	(1.25)	14,647.51		
Unencumbered Cash, Beginning	149,988.47	149,987.22		
Unencumbered Cash, Ending	\$ 149,987.22	\$ 164,634.73		

**CITY OF OSAWATOMIE, KANSAS**  
**WATER UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Receipts				
Charges for Services				
Water Sales	\$ 956,425.41	\$ 974,685.37	\$ 995,000.00	\$ (20,314.63)
Sales Tax	137.46	123.82	-	123.82
Late Fees	12,287.80	11,947.24	3,000.00	8,947.24
Other Charges	11,023.03	10,700.09	3,500.00	7,200.09
Use of Money and Property				
Rental Income	25,780.44	24,790.44	160,000.00	(135,209.56)
Sale of Assets	1,050.00	7,130.00	-	7,130.00
Other Receipts				
Reimbursed Expense	1,049.75	7,979.18	-	7,979.18
Operating Transfer from:				
Capital Improvements -				
Water Fund	-	-	95,564.00	(95,564.00)
Total Receipts	1,007,753.89	1,037,356.14	\$ 1,257,064.00	\$ (219,707.86)
Expenditures				
Administration				
Personal Services	1,407.59	-	\$ 325,000.00	\$ (325,000.00)
Contractual Services	33,881.18	25,919.15	211,000.00	(185,080.85)
Commodities	1,102.16	-	175,000.00	(175,000.00)
Capital Outlay	-	-	257,555.00	(257,555.00)
Water Treatment				
Personal Services	108,786.47	181,255.33	-	181,255.33
Contractual Services	168,930.32	187,996.20	-	187,996.20
Commodities	107,059.26	144,049.70	-	144,049.70
Capital Outlay	-	3,637.89	-	3,637.89
Water Distribution				
Personal Services	135,085.22	127,648.94	-	127,648.94
Contractual Services	26,607.87	21,321.59	-	21,321.59
Commodities	62,519.75	69,830.09	-	69,830.09
Capital Outlay	3,137.95	1,615.00	-	1,615.00
Lease Purchase	-	3,625.02	-	3,625.02

**CITY OF OSAWATOMIE, KANSAS**  
**WATER UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Expenditures (Continued)				
Operating Transfers to:				
General Fund	\$ 174,021.00	\$ 176,000.00	\$ 175,000.00	\$ 1,000.00
General Obligation Bond and Interest Fund	126,000.00	126,500.00	126,500.00	-
Capital Improvements Water Fund	80,000.00	-	75,000.00	(75,000.00)
Employee Benefits Fund	67,741.00	54,945.00	54,945.00	-
Total Expenditures	1,096,279.77	1,124,343.91	\$ 1,400,000.00	\$ (275,656.09)
Receipts Over(Under) Expenditures	(88,525.88)	(86,987.77)		
Unencumbered Cash, Beginning	231,461.71	142,935.83		
Unencumbered Cash, Ending	\$ 142,935.83	\$ 55,948.06		

**CITY OF OSAWATOMIE, KANSAS**  
**REFUSE UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year		
	Prior Year Actual	Actual	Budget	Variance - Over (Under)
Receipts				
Taxes and Shared Receipt				
Special Assessments	\$ -	\$ 347,419.02	\$ -	\$ 347,419.02
Charges for Services				
Refuse Fees	460.18	653.64	441,600.00	(440,946.36)
Other Receipts				
Miscellaneous	708.58	2,190.00	-	2,190.00
Operating Transfer from:				
Electric Utility Fund	-	25,000.00	-	25,000.00
Total Receipts	1,168.76	375,262.66	\$ 441,600.00	\$ (66,337.34)
Expenditures				
Collections				
Contractual Services	405.00	375,804.76	\$ 441,600.00	\$ (65,795.24)
Total Expenditures	405.00	375,804.76	\$ 441,600.00	\$ (65,795.24)
Receipts Over(Under) Expenditures	763.76	(542.10)		
Unencumbered Cash, Beginning	1,000.30	1,764.06		
Unencumbered Cash, Ending	\$ 1,764.06	\$ 1,221.96		

**CITY OF OSAWATOMIE, KANSAS**  
**SEWER UTILITY FUND**

Schedule of Receipts and Expenditures - Actual and Budget  
Regulatory Basis

For the Year Ended December 31, 2021

(With Comparative Actual Amounts for the Prior Year Ended December 31, 2020)

		Current Year			Variance -
	Prior Year Actual	Actual	Budget		Over Under
Receipts					
Charges for Services					
Sewer Charges	\$ 914,318.04	\$ 951,583.30	\$ 975,000.00	\$	(23,416.70)
Late Fees	14,184.08	14,071.75	-		14,071.75
Other Receipts					
Reimbursed Expense	1,550.00	2,351.12	-		2,351.12
Total Receipts	930,052.12	968,006.17	\$ 975,000.00	\$	(6,993.83)
Expenditures					
Collections					
Personal Services	147,388.37	18,873.90	\$ 150,000.00	\$	(131,126.10)
Contractual Services	167,263.76	42,259.07	134,563.00		(92,303.93)
Commodities	19,048.01	12,210.57	10,000.00		2,210.57
Capital Outlay	1,907.94	63,628.00	135,437.00		(71,809.00)
Capital Lease	-	3,625.02	-		3,625.02
Administration					
Personal Services	-	38,661.07	-		38,661.07
Contractual Services	-	32,652.78	-		32,652.78
Capital Outlay	-	1,615.00	-		1,615.00
Operations					
Personal Services	-	48,743.27	-		48,743.27
Contractual Services	-	79,417.78	-		79,417.78
Commodities	-	19,594.81	-		19,594.81
Debt Service					
Principal Payments	58,035.96	101,134.63	90,000.00		11,134.63
Interest Payments	29,140.36	27,366.99	-		27,366.99
Service Fee	2,823.68	2,651.84	-		2,651.84
Operating Transfers to:					
General Fund	146,143.00	145,000.00	145,000.00		-
Capital Improvements					
Sewer Fund	75,000.00	75,000.00	75,000.00		-
Employee Benefits Fund	44,134.00	35,000.00	35,000.00		-
General Obligation					
Bond and Interest Fund	175,000.00	325,000.00	325,000.00		-
Total Expenditures	865,885.08	1,072,434.73	\$ 1,100,000.00	\$	(27,565.27)
Receipts Over(Under) Expenditures	64,167.04	(104,428.56)			
Unencumbered Cash, Beginning	130,599.31	194,766.35			
Unencumbered Cash, Ending	\$ 194,766.35	\$ 90,337.79			

**CITY OF OSAWATOMIE, KANSAS**  
**AGENCY FUNDS**  
Schedule of Receipts and Disbursements  
Regulatory Basis  
For the Year Ended December 31, 2021

Fund	Beginning Cash Balance	Receipts	Disbursements	Ending Cash Balance
Cafeteria 125	\$ 91,470.13	\$ 16,050.66	\$ 18,614.47	\$ 88,906.32
Court ADSAP	7,661.00	-	260.00	7,401.00
Court Bonds	15,028.54	32,941.54	26,080.00	21,890.08
Evidence Liability	12,899.79	-	-	12,899.79
Fire Insurance Proceeds	-	18,000.00	18,000.00	-
Fire Department Account	-	433.07	-	433.07
Forfeiture	20,610.54	11,856.22	6,000.00	26,466.76
Mayor's Christmas Tree Fund	1,230.01	2,300.00	750.00	2,780.01
PayPal Donations	-	13,637.46	-	13,637.46
Rural Fire	-	1,435.00	50.00	1,385.00
	<u>\$ 148,900.01</u>	<u>\$ 96,653.95</u>	<u>\$ 69,754.47</u>	<u>\$ 175,799.49</u>





The Honorable Mayor and City Council  
City of Osawatomie, Kansas  
Osawatomie, Kansas

In planning and performing our audit of the financial statement of the City of Osawatomie, Kansas as of and for the year ended December 31, 2021 in accordance with auditing standards generally accepted in the United States of America, we considered the City of Osawatomie, Kansas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City of Osawatomie, Kansas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Osawatomie, Kansas' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statement will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiencies in internal control to be material weaknesses:

#### Fire Department Account

During our audit, it was discovered that the Fire department operated a bank account that was not recorded on the City's financial statement that contained the collection of fire report fees that should be recorded in the general fund. It was also noted that each check contained only one signature. It is best practice for all checking accounts held by the City and its departments to require at least two signers for all checks.

This communication is intended solely for the information and use of management, the Mayor, City Council, and others within the City of Osawatomie, Kansas, and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Jarred, Gilmore &amp; Phillips, PA".

JARRED, GILMORE & PHILLIPS, PA  
Certified Public Accountants

Chanute, Kansas  
July 18, 2022

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Jarred, Gilmore & Phillips, PA  
CERTIFIED PUBLIC ACCOUNTANTS

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NEODESHA, KANSAS 66757  
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## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	9.A.
	Date:	07/15/2022
Deputy City Manager	From:	Bret Glendening

**RE:** Execution of the Power Purchase Agreement.

**RECOMMENDATION:** Review Power Purchase Agreement and Resolution 979

**DETAILS:** City staff has been operating under the MOU approved by the City Council back in October 2021 (Resolution 934) and the Solar Development Agreement approved in January 2022 (Resolution 952). The time has come to move on to the next phase of the development of this project. We (city staff with the assistance of KMEA) have finished negotiations of the power purchase agreement with Evergy. KMEA has since hired an attorney to serve as in house counsel and she had a couple of minor suggestions on how to modify the buyer curtailment section of the PPA. That has since been completed and everyone is in agreement with the language of the final PPA. Once this agreement is executed, Evergy will be released to begin engineering and procurement of the facility.

The final PPA price will be known prior to executing this PPA on September 8, 2022 and once we have that price, I will pass that information along.

Related Statute / City Ordinances	934, 952
Line-Item Code/Description	N/A
Available Budget:	N/A

**RENEWABLE POWER PURCHASE AGREEMENT**

**BETWEEN**

**[COMPANY]**

**AND**

**EVERGY KANSAS CENTRAL, INC.**

## RENEWABLE POWER PURCHASE AGREEMENT

This RENEWABLE POWER PURCHASE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Contract Date”), by and between [Company], [State], an [Type of company] in the state of [State] (“Buyer”), and Evergy Kansas Central, Inc. (“Seller”), a corporation organized under the laws of the State of Kansas with a principal place of business at 818 South Kansas Ave., Topeka, KS 66612. The Seller and Buyer each may be referred to as a “Party” or collectively as the “Parties.”

### RECITALS

1. Seller plans to develop, design, construct, own and operate a photovoltaic generating facility (“Generating Facility”) with an aggregate nameplate capacity of approximately [XXX.XX] megawatts (MW) alternating current (AC), as further described in Exhibit C, which is attached hereto and incorporated herein by reference.
2. Seller intends to locate the Generating Facility as described in the Interconnection Agreement and to interconnect the Generating Facility with Buyer’s distribution system.
3. Buyer is willing to purchase, and Seller is willing to sell, the Energy produced by the Generating Facility and associated Environmental Attributes.

NOW THEREFORE, in consideration of these premises and the mutual promises set forth below, Seller and Buyer agree as follows:

### AGREEMENT

#### ARTICLE I DEFINITIONS

As used in this Agreement, the following terms, when initially capitalized, shall have the meanings specified in this Article I, whether in the singular or the plural or in the present or past tense. Words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Good Utility Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings.

Affiliate. Any named Person or any Person that controls, is under the control of, or is under common control with, the named Person. The term “control” (including the terms “controls”, “under the control of”, and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of a Person, whether through ownership interest, by contract or otherwise. For purposes of this

definition of Affiliate, the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests of any Person having ordinary voting power shall be deemed to be “control.” Notwithstanding the foregoing, a Tax Investor shall not be considered to be an Affiliate of Seller.

Agreement. This contract, including all exhibits, for the purchase of Capacity and Net Energy entered into between Seller and Buyer and as amended by the Parties from time to time.

A.M. Best. Means A.M. Best Company, or any successor to its statistical rating business.

Annual Daily Cap. Means Buyer Scheduled Curtailment is to be limited per Contract Year to no more than five (5) daily instances in the Contract Year (for the avoidance of doubt, any Buyer Scheduled Curtailment inside of a day shall constitute as one (1) daily instance). Notwithstanding the foregoing, in the event that any Buyer Scheduled Curtailments in any given Contract Year does not exceed the applicable five (5) daily instances annual cap, Buyer may carryover any applicable unused Scheduled Buyer Curtailment daily instances for one additional Contract Year, provided that such annual Buyer Scheduled Curtailments in any given Contract Year, including any carry-over daily instances, shall in no event exceed ten (10) daily instances in total.

Business Day. Any day except Saturday, Sunday, a holiday on which banks in the State of Kansas are permitted to close, or a Federal Reserve Bank holiday.

Buyer. [Company] based in the city of [City], [State] and its permitted successors and assigns.

Buyer Scheduled Curtailment. That portion of time where Generating Facility is capable of producing Energy and where Buyer has elected to curtail Energy, which curtailment shall be coordinated in advance with Seller and subject to the terms and conditions of Section 2.3.

Capacity. The output potential that the Generating Facility can produce under specified conditions as of a given moment, taking into account the operating condition of the equipment at that time, the auxiliary loads and other relevant factors. The capacity of generating equipment is generally expressed in kW or MW AC.

Claim. Any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, initiated or pressed by any third party in connection with the Generating Facility or this Agreement.

Commercial Operation Date. The Commercial Operation Date is the first calendar day following a successful demonstration that the Generating Facility is capable of delivering power to Seller’s meter and has reached an operating level which is capable of reaching the Generating Facility’s full nameplate capacity, as adjusted for the conversion from DC to AC and the estimated loss from the inverter to the Point of Delivery where the meter is measuring the output of the Generating Facility.

Contract Date. The date of execution of this Agreement as set forth in the first paragraph above.

Contract Year. The Contract Year is each period of one (1) year during the Purchase Term commencing on the Generating Facility's Commercial Operation Date or anniversary thereof and ending on the day immediately prior to the next anniversary of the Commercial Operation Date.

Costs. Means, with respect to a non-defaulting Party after terminating this Agreement in accordance with Section 8.4, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred and documented by such Party either in terminating any arrangement pursuant to which it has hedged its obligations hereunder or entering into new arrangements to replace this Agreement, and all reasonable attorneys' fees and expenses incurred by the non-defaulting Party in connection with the termination of this Agreement.

Deemed Generated Energy. The quantity of Energy, expressed in MWh, that Seller reasonably calculates would have been produced by the Generating Facility and made available at the Point of Delivery as determined during the relevant measurement period by the Generating Facility's monitoring system; *provided*, if such systems are unavailable during a relevant interval, then determined in accordance with Good Utility Practices using the best available data or interpolated data including weather conditions, power curves, number of operational panels, station service, transmission line losses, physical limitations and any other factors relevant to the computation.

Emergency. Any condition or situation requiring actions or inactions deemed necessary by the sole but reasonable judgment of the Party in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service.

Energy. The amount of electricity either used or generated exclusively by the Generating Facility over a period of time (which is electric energy derived from a technology that exclusively relies on a renewable energy source) including any and all associated Environmental Attributes and Capacity, and delivered to the Point of Delivery as measured by the electric metering devices installed pursuant to Section 3.1, and expressed in terms of kilowatt-hour (kWh) or megawatt-hour (MWh). Energy shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

Environmental Attributes. All attributes (environmental or other) that are created or otherwise arise from the Generating Facility's generation of electricity using sunlight as a fuel in contrast to the generation of electricity using nuclear or fossil fuels or non-renewable resources, including, but not limited to, renewable energy credits, solar renewable energy credits, tags, certificates or similar products or rights associated with solar as a "green" or "renewable" electric generation resource pursuant to any federal, state or local legislation, directive, regulation, green pricing program, or other environmental or renewable energy credit trading program derived from the use, purchase or distribution arising from the Generating Facility's generation of Energy. These attributes include all local, state or federal credits, allowances, offsets and similar rights issued, recognized, created or otherwise arising from the photovoltaic Generating Facility, Energy, or the delivery of the Net Energy to Buyer, which can be used to claim responsibility for any avoidance or reduction of emissions or pollutants, including, but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program,

including the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program. Notwithstanding the foregoing, the term “Environmental Attributes” shall not include investment tax credits (ITC’s) within the meaning of Section 48 of the Internal Revenue Code or any successor to such section.

Environmental Law. Any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances as amended from time to time.

Environmental Liability. Any and all liability arising under, resulting from or imposed by any Environmental Law.

Facility Debt. The obligations of Seller to any lender pursuant to the Financing Documents, including distributions, indemnities, principal of, premium and interest on indebtedness, fees, expenses or penalties, amounts to fund reserves, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims of interest due with respect to any of the foregoing, including reasonable attorney fees. For the avoidance of doubt, Facility Debt shall include tax equity transactions.

Facility Lender. Collectively, (a) with respect to Seller, any lender(s) (including any trustee or agent on behalf of such lenders) providing any Facility Debt and any successors and assigns thereof.

Financing Documents. The loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, deeds of trust, interest rate exchanges, pledge agreements, swap agreements, letters of credit, back leverage loan documentation and other documents evidencing, securing or otherwise relating to the development, bridge, tax equity, construction or permanent debt or equity financing or other extension(s) of credit for the Facility (including, if applicable, any portfolio or back-levered financing in which the Facility is included), including any credit enhancement, credit support, swaps, caps, floors, collars, hedging agreements, working capital financing, letter of credit facilities or refinancing documents and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Seller in connection with development, construction, ownership, leasing, operation or maintenance of the Generating Facility.

Force Majeure. Has the meaning provided in Section 6.1.

Gains. Means, with respect to a Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Term of this Agreement that would have occurred but for the occurrence of the termination, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable



transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and shall include the value of Environmental Attributes. Only if the non-defaulting Party is unable, after using commercially reasonable efforts, to obtain third party information to determine the gain of economic benefits, then the non-defaulting Party may use information available to it internally suitable for such purpose in accordance with Good Utility Practice.

Generating Facility (or “Facility”). The Seller’s facilities and equipment installed and used to generate and transmit electricity to the Point of Delivery pursuant to this Agreement, as described in greater detail in the Interconnection Agreement and Exhibit C. For purposes of Section 2.9, the Generating Facility shall include all leasehold, ownership or option for ownership, or similar rights and interests of Seller pursuant to arrangements entered into by Seller in connection with the Generating Facility, as well as all real property interests of any nature held by Seller with respect to the Site.

GSO or Generation System Operator. The Buyer’s representative(s) responsible for dispatch of Buyer’s generating units. As of the Effective Date, the Buyer’s GSO is [\_\_\_\_\_]. The Buyer may, by notice to Seller, designate other representative(s) as Buyer’s GSO at any later date during the Term.

Good Utility Practice. Any of the practices, methods and acts engaged in or approved by a significant portion of the solar power generation industry within the United States during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. With respect to the Generating Facility, Good Utility Practice includes, but is not limited to, taking reasonable steps to ensure that:

- (a) equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility’s needs;
- (b) sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly, efficiently and in coordination with Buyer and are capable of responding to reasonably foreseeable Emergency conditions whether caused by events on or off the Site;
- (c) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools;
- (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- (e) equipment is not operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public, or the interconnected system or contrary to Environmental Laws or permits or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage current,



volt ampere reactive (VAR) loading, frequency, rotational speed, polarity synchronization and/or control system limits; and

(f) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and Emergency conditions.

Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts relevant to the activity and facts in question and generally accepted in the industry.

Governmental Approval. Any valid waiver, exemption, variance, franchise, permit, authorization, license or similar order of or from, or filing or registration with, or notice to, any Governmental Authority having jurisdiction over the matter in question.

Governmental Authority. Any nation or government, any state or other political subdivision thereof, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.

Interconnection Agreement. The agreement between Seller and Buyer governing the interconnection of the Generating Facility to Buyer's distribution system.

ITC. The investment tax credit arising under 26 U.S.C. § 48, or any replacement therefor.

kW. Kilowatt.

Law. Law means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, holding, injunction, Governmental Approval or requirement of such Governmental Authority. Unless the context clearly requires otherwise, the term "Law" shall include each of the foregoing (and each provision thereof) as in effect at the time in question, including any amendments, supplements, replacements, or other modifications thereto or thereof, and whether or not in effect as of the date of this Agreement.

Letter of Credit. One or more irrevocable, transferable standby letter of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form and from a bank acceptable to the Requesting Party. All costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

Losses. Means, with respect to a Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Term that would not have occurred but for the occurrence of the termination, determined in a commercially reasonable manner. Factors used in determining the economic loss to a Party may include reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including, without limitation, quotations (either firm

or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and shall include the value of Environmental Attributes. Only if the non-defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the economic loss, then the non-defaulting Party may use information available to it internally suitable for such purpose in accordance with Good Utility Practice.

MW. Megawatt.

Modification. Has the meaning provided in Section 10.4.

Moody's. Means Moody's Investors Service, Inc., or any successor to its statistical rating business.

NERC. North American Electric Reliability Corporation and its successors, if any.

Net Energy. The actual number of kWh generated by the Generating Facility at the Point of Delivery during the period being considered, net of any generating output in kWh used for the Generating Facility's Station Auxiliary power needs, as measured by the meters installed pursuant to Section 3.1. Net Energy will also include any Deemed Generated Energy for purposes of payment invoicing pursuant to Section 3.5.

Outage. A physical state in which all or a portion of the Generating Facility is unavailable to provide Energy, or in which any other system, facility or equipment is unable to perform its intended function.

Parties. Buyer and Seller, and their respective successors and permitted assignees.

Party. Buyer or Seller, and its respective successors and permitted assignees.

Performance Security. A Letter of Credit, cash, parental guarantee from an entity with a senior unsecured and credit-unenhanced long term debt investment grade credit rating by S&P or Moody's, or other form of collateral reasonably acceptable to the Requesting Party that the Receiving Party is required to establish and maintain, pursuant to Article VII, as security for such Party's performance under this Agreement, in an amount not to exceed [\$X,XXX,XXX]

Permits. All state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Generating Facility.

Permitted Transfer. Any of the following shall qualify as a "Permitted Transfer": (a) transactions among Affiliates of Seller, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests involving Seller or its Affiliates, *provided*, that with respect to such transfer among Affiliates either (i) Seller or its parent company, Evergy, Inc., retains the authority, directly or indirectly, to control the Seller (as the term "control" is used in the definition of "Affiliate"), or (ii) a wholly-owned, indirect

subsidiary of Seller operates the Generation Facility, (b) any exercise by a Facility Lender or Tax Investor of its rights and remedies under the Financing Documents, (c) any change of economic and voting rights triggered in Seller's organization documents arising from the financing of the Facility and which does not result in the transfer of ownership, economic or voting rights in any entity that had no such rights immediately prior to the change, (d) the direct or indirect transfer of shares of, or equity interests in, the Seller to a Tax Investor, or (e) the transfer or assignment by either Party of its rights and obligations hereunder to an Affiliate or any Person succeeding to all or substantially all of the assets of the assigning Party, where such Affiliate or Person has equal or greater creditworthiness as determined by the non-assigning Party using commercially reasonable credit standards.

Person. An individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, or other entity.

Planned Outage. The prescheduled removal of all or any portion of the Generating Facility of ten percent (10%) or greater from service to perform routine maintenance or improvement including, but not limited to, periodic cleaning, repair or replacement of photovoltaic panels or other components, inspections and testing where such removal reduces or eliminates the ability of the Generating Facility to generate and deliver Energy to the Point of Delivery or the ability to transmit Net Energy to Buyer.

Point of Delivery. The electric system point at which Seller makes available to Buyer the Energy being provided by Seller to Buyer under this Agreement. The Point of Delivery is specified in the Interconnection Agreement.

Proposal. Has the meaning provided in Section 10.4.

Purchase Term. The period of time from the Commercial Operation Date until the end of thirty (30) years after the Commercial Operation Date.

Receiving Party. Has the meaning provided in Section 7.1(i).

Reliability Coordinator. The entity that is the highest level of authority who is responsible for the reliable operation of the bulk electric system, has the wide area view of the bulk electric system, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next day analysis and real-time operations.

Renewable Energy Payment Rate. [\$0.XXXXX]/kWh escalated annually at [X.X%].

Requesting Party. Has the meaning provided in Section 7.1(i).

Requirements of Law. The certificate of incorporation and bylaws or other organizational or governing documents of Seller or Buyer, respectively, and any material United States federal, state, county or local law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer, respectively or to any of its respective property.

Site. The parcel of real property on which the Generating Facility will be constructed and located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Generating Facility, as further identified in the scaled map in Exhibit C.

Seller. Evergy Kansas Central, Inc., and its permitted successors and assigns.

S&P. Means Standard & Poor's Rating Group, a division of McGraw Hill, Inc., or any successor to its statistical rating business

Station Auxiliary. Energy used by Seller to operate the Generating Facility.

Tax Benefits. Has the meaning provided in Section 11.18(ii).

Tax Investor. Collectively, any Persons who acquire a direct or indirect interest in Seller as a part of a transaction to ensure that the Generating Facility is owned at least in part by a Person able to use the ITCs, depreciation and other tax and financial benefits associated with holding an ownership interest in the Generating Facility (including any subsequent transferees of any such Persons).

Term. Has the meaning given to such term in Section 2.1 hereof.

Test Energy. Any Net Energy generated by the Generating Facility and delivered to the Point of Delivery prior to the Commercial Operation Date.

## **ARTICLE II PURCHASE AND SALE**

2.1 Term. The term of this Agreement shall commence on the Contract Date, and shall continue unless otherwise terminated in accordance with its terms until the end of the thirtieth (30<sup>th</sup>) year after the Commercial Operation Date ("Term"). Notwithstanding the foregoing, if the Interconnection Agreement is terminated in accordance with its terms prior to the thirtieth (30<sup>th</sup>) anniversary of the Commercial Operation Date due to a breach by Seller, this Agreement shall terminate at the same time as the Interconnection Agreement. Subject to Sections 2.5 and 2.9, Buyer's obligation to purchase and Seller's obligation to sell the Capacity and Net Energy created by the Generating Facility as set forth herein shall be effective when the Generating Facility begins to generate Test Energy.

2.2 Sale and Purchase. Buyer agrees to purchase the entire Capacity and Net Energy of the Generating Facility during the Term and to accept delivery of the Capacity and Net Energy at the Point of Delivery during the Term, subject to the terms of the Agreement. Seller agrees to sell to Buyer the entire Capacity and Net Energy of the Generating Facility during the Term and to deliver the entire Capacity and Net Energy from the Generating Facility to Buyer at the Point of Delivery during the Term. The Net Energy will be provided on a unit-contingent basis. Seller shall not contract to sell any Capacity or Net Energy from the Generating Facility to any Person other than Buyer at any time during the Term, and Seller acknowledges that Buyer is entitled to receive all Capacity and Net Energy from the Generating Facility during the applicable Purchase Term. Net Energy will be delivered at 12.470 kilovolts, or such other voltage as is specified for

the Generating Facility in the Interconnection Agreement. Title to and risk of loss for the Capacity and Net Energy from the Generating Facility shall transfer to Buyer at the Point of Delivery. Seller warrants that it will deliver to Buyer the Capacity and Net Energy at the Point of Delivery free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person.

2.3 Buyer Curtailment. Buyer shall not curtail Energy from the Generating Facility except in the event of an Emergency or for a Buyer Scheduled Curtailment on the circuit to which the Generating Facility is connected (which Buyer Scheduled Curtailment is to be limited to no more than the Annual Daily Cap). If it is ultimately determined that a requested Buyer curtailment, (i) did not qualify as an Emergency, or (ii) did not qualify as a Buyer Scheduled Curtailment, or (iii) the Buyer Scheduled Curtailment exceeds the Annual Daily Cap, Seller shall calculate the Deemed Generated Energy that would have been produced by the Generating Facility for that curtailment period had the Generating Facility's generation not been so curtailed, and Buyer shall pay to Seller all amounts that Seller would have received from Buyer under this Agreement had production not been so curtailed. Seller shall install sufficient measuring equipment at the Generating Facility to collect data necessary to reasonably determine the amount of Generating Facility generation subject to the aforementioned curtailment, which shall include solar panel and inverter equipment availability and sufficient meteorological equipment near the Site or in conjunction with the solar panels to provide the capability of measuring and recording representative weather data twenty four (24) hours per day, which data shall be used to calculate any amounts due Seller under this Section 2.3.

2.4 Renewable Energy Payment Rate. Buyer shall pay Seller for the Net Energy delivered to Buyer at the Renewable Energy Payment Rate, as defined in Article I. Buyer shall purchase all Test Energy produced by the Generating Facility prior to the Commercial Operation Date at 90% of the Renewable Energy Payment Rate. Buyer and Seller agree that the applicable Renewable Energy Payment Rate is intended to compensate Seller for the Net Energy and Capacity delivered to Buyer, and that Seller is not entitled to a separate price or payment for the Capacity associated with the Generating Facility to which Buyer is entitled or for Buyer's rights with respect to Environmental Attributes as set forth in Section 2.8.

2.5 Seller Conditions Precedent. Seller's obligations to deliver Net Energy and Capacity to Buyer from the Generating Facility under this Agreement shall be subject to the satisfaction or waiver of the conditions precedent listed below. Seller shall make commercially reasonable efforts to ensure that all such conditions precedent are satisfied by [Date]. In the event any of the conditions listed below are not satisfied or waived in writing by Seller by such date, either Party shall have the right to terminate this Agreement, without any liability or further obligation to the other Party as a result of such termination, by notice at any time within ten (10) Business Days following such failure to satisfy the condition. These conditions are as follows:

(i) Seller and the Buyer entering into an Interconnection Agreement for the Generating Facility which shall (i) not require Seller to incur any costs above [XXX,XXX] for interconnection beyond the Point of Delivery, and (ii) provide for the installation and energization of the Generating Facility within a time that will permit Seller to place the Generating Facility in service in time to claim the ITC for the Generating Facility;

(ii) Seller receiving all Permits and Governmental Approvals for the Generating Facility in form and substance satisfactory to Seller; and

(iii) Seller and Buyer entering into mutually agreeable lease arrangements for the Site.

2.6 Capacity Accreditation. Seller agrees to cooperate with Buyer in taking such reasonable actions as are necessary for Buyer to obtain accreditation of the Capacity of the Generating Facility to the maximum extent practicable, in order to permit Buyer to (a) count such Capacity in connection with satisfying applicable resource adequacy requirements and (b) designate this Agreement as a designated network resource under the terms of any applicable transmission tariff; provided however, that this provision shall not impose on Seller any obligation to incur third-party fees or costs associated with such cooperation.

2.7 Environmental Attribute Accreditation. Buyer agrees to cooperate with Seller in taking such reasonable actions as are necessary to obtain accreditation of Environmental Attributes associated with the Generating Facility to the maximum extent practicable; provided however, this provision shall not impose on Buyer any obligation to incur costs associated with such cooperation, and Seller shall reimburse (or pay directly, if permitted) for any costs or expenses which are identified by Buyer and which are agreed to be paid by Seller in writing.

2.8 Environmental Attributes Entitlements. Buyer shall be entitled to the Environmental Attributes associated with the Generating Facility and the Net Energy purchased by Buyer hereunder.

2.9 Buyer Option to Purchase Generating Facility and Terminate Agreement. Buyer may (but is under no obligation to) acquire the Generating Facility and terminate this Agreement on or after the eighth (8<sup>th</sup>) anniversary of the Commercial Operation Date. The purchase price for such acquisition shall be the greater of: (a) the amount identified in Exhibit A, or (b) the fair market value of the Generating Facility equipment as determined by an agreed upon nationally recognized independent appraiser with experience and expertise in the U.S. solar energy industry and purchased assuming the equipment is not installed and operating for its intended purpose at the Site; but rather resides in a warehouse, with no warranty or other obligation on the part of Seller after such purchase, provided that Seller will use commercially reasonable efforts to assign any remaining manufacturer warranty that is assignable in accordance with its terms to Buyer. Buyer shall be obligated to provide written notice to Seller of: (i) Buyer's intention to exercise its purchase rights under this option, and (ii) Buyer's proposed closing date for the acquisition, with such notice being provided no later than eight months prior to the proposed closing date for the acquisition. Within sixty (60) days of such written notification, Seller shall provide to Buyer a good-faith estimate of any anticipated major expenses or capital costs to be incurred in the next 24-month period, and such other information as Buyer reasonably requests in connection with its due diligence review. Within thirty (30) days after its receipt of such data (or, if later, within thirty (30) days after the Parties have received the appraiser's report of the fair market value of the Generating Facility equipment as described above), Buyer shall either withdraw its notice or confirm its continued intention to exercise its purchase rights under this option. If Buyer elects to acquire the Generating Facility, the Parties shall negotiate, execute, and close on an asset purchase agreement and all necessary related documents to convey ownership of the Generating Facility



(including all necessary Permits and Governmental Approvals) to Buyer effective as of the acquisition date. For purposes of clarity, upon Buyer's acquisition of the Generating Facility, (a) Buyer shall have all rights and entitlements to the Environmental Attributes associated with the Generating Facility, and (b) this Agreement shall be terminated in its entirety.

2.10 Obligations After Contract Term. Upon termination of this Agreement, other than pursuant to acquisition of the Generating Facility by Buyer in accordance with Section 2.9, Buyer shall have no entitlement to the Capacity and Net Energy from the Generating Facility, and Seller shall be free to sell the Generating Facility and/or Capacity and Net Energy from the Generating Facility to any other Person(s) (subject to the Parties reaching a suitable agreement on the terms for delivery of the Generating Facility's output over Buyer's distribution system), unless the Parties mutually agree to a new contract.

2.11 Investment Tax Credits. Any ITC attributable to the Generating Facility shall remain the entitlement of Seller (or its designee).

### **ARTICLE III METERING AND PAYMENT**

3.1 Metering Equipment. Seller shall, at its own expense, provide, install, own, operate, and maintain revenue-quality meters that measure the power at the Point of Delivery and utilizing Buyer's provided telecommunications equipment necessary for accurately determining the Capacity and Net Energy delivered under this Agreement. Except as provided in Sections 3.2 and 3.3, Seller's meters shall be used for quantity measurements and billing under this Agreement. Buyer, at its sole expense, may install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities of Capacity and Net Energy delivered under this Agreement; provided, however, that such equipment shall be operated and maintained in a manner that does not interfere with the installation, maintenance, and operation of Seller's meters. Buyer and Seller shall each provide to the other: (a) real-time power generation data obtained from Buyer's and Seller's metering equipment, and (b) consistent with Section 3.3, reasonable access to test the other Party's metering equipment. At Buyer's request and sole expense, Seller shall cooperate with Buyer to make the real-time power generation data obtained from Seller's metering equipment available to Buyer and Buyer's GSO and any mutually agreed upon third parties and which consent by Seller will not be unreasonably withheld.

3.2 Measurements. Readings of Seller's meters made by Seller shall be conclusive as to the amount of Capacity and Net Energy delivered to Buyer hereunder; provided, however, that if any of Seller's meters is out of service or is determined, pursuant to Section 3.3 hereof, to be registering inaccurately, measurement of Capacity and Net Energy delivered hereunder shall be determined by, in the following order:

(i) Buyer's check meter at the Point of Delivery, if installed, annually tested and registering accurately; or

(ii) in the absence of an installed, annually tested and accurately registering check meter belonging to Buyer, making a mathematical calculation if, upon a calibration test of Seller's meter, a percentage error is ascertainable; or

(iii) in the absence of an installed, annually tested and properly registering check meter belonging to the Buyer, and an ascertainable percentage of error in Seller's meter, estimating by reference to quantities measured during periods of similar conditions when Seller's meter was registering accurately.

If no reliable information exists as to the period over which Seller's meter was registering inaccurately, it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the testing date and the last previous date on which such meter was tested and found to be accurate; provided, however, that the deemed period of the inaccuracy shall not exceed one hundred eighty (180) days.

3.3 Testing and Correction. The accuracy of Seller's metering equipment shall be tested and verified by Seller annually. Buyer and Seller shall each have the right, at its own expense, to test and verify the other's meters upon reasonable notice, provided such testing shall not exceed one test of the meter(s) during a calendar year, or more frequently if there is just cause. If Buyer has installed check meters in accordance with Section 3.1 hereof, Buyer shall test and verify such meters annually. Each Party shall bear the cost of the annual testing of its own meters. Each meter shall be accurate within a one-percent (1%) variance. If either Party disputes a meter's accuracy or condition, it shall so advise the meter's owner in writing. The meter's owner shall, within fifteen (15) days after receiving such notice, advise the other Party in writing as to its position concerning the meter's accuracy and reasons for taking such position. If the Parties are unable to resolve their disagreement through reasonable negotiations, either Party may submit such dispute to an unaffiliated third-party engineering company mutually acceptable to the Parties to test the meter. Should the meter be found to be registering within the permitted one-percent (1%) variance, the Party contesting the meter's accuracy shall bear the cost of inspection; otherwise, the cost shall be borne by the meter's owner. Any repair or replacement of such a meter found to be operating beyond the permitted variance shall be made at the expense of the owner of that meter as soon as practicable, based on the third-party engineer's report. If, upon testing, any meter is found to be in error by an amount exceeding the permitted one-percent (1%) variance, such meter shall be promptly adjusted to record properly, any previous recordings by such meter shall be adjusted in accordance with Section 3.2, and any prior payments made for Capacity and Net Energy and/or invoices for payments not yet made shall be adjusted to reflect the corrected measurements determined pursuant to Section 3.2. If the difference of the payments actually made by Buyer minus the payment based upon the corrected measurements is a positive number, Seller shall pay the difference to Buyer; if the difference is a negative number, Buyer shall pay the difference to Seller. In either case, the Party paying such difference shall also pay interest as described in Section 3.5(iii) for late payments and such payment (including such interest) shall be made within ten (10) days of receipt of a corrected billing statement.

3.4 Maintenance and Records. In addition to providing real-time generation data pursuant to Section 3.1, Seller shall provide Buyer on a monthly basis reports indicating Seller's daily production of Capacity and Net Energy. Buyer shall have the right to be present whenever Seller tests and/or calibrates the equipment used in measuring or checking the measurement of the Capacity and Net Energy delivered hereunder. Seller shall endeavor to give five (5) days, but in no event less than forty-eight (48) hours, notice to Buyer in advance of taking any such actions. Seller will also use best efforts to provide Buyer advance notice when Seller reads, cleans, adjusts, changes or repairs the equipment to allow Buyer to be present. The records from the measuring



equipment shall remain the property of Seller or Buyer, respectively, but, upon request, each Party will provide access to the other, upon reasonable notice and during normal business hours, to review the Party's metering and billing and maintenance records, including supporting documentation, necessary to verify the accuracy of bills. Each Party shall be permitted to audit such records of the other Party no more frequently than once each calendar year.

### 3.5 Invoicing and Payment.

(i) Seller shall read the meters or cause the meters to be read as soon as practicable after the last day of the previous calendar month and shall invoice Buyer based on such readings for the total Net Energy delivered for the previous calendar month.

(ii) Buyer's payment to Seller for the total Net Energy received shall be paid by electronic funds transfer by the twentieth (20<sup>th</sup>) day following Buyer's receipt of Seller's invoice. If such date falls on a weekend or legal holiday, the due date shall be the next Business Day.

(iii) Payments made after the due date shall be considered late and shall bear interest on the unpaid balance at a rate equal to an annual rate of two percent (2%) calculated daily plus the average daily prime rate as determined from the "Money Rates" section of the Midwest Edition of the *Wall Street Journal*, for the days of the late payment period multiplied by the number of days elapsed from and including the due date, to but excluding the payment date. In the event this index is discontinued, or its basis is substantially modified, the Parties shall agree on a substitute equivalent index.

(iv) Buyer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twelve (12) months of the date of the invoice. If Buyer, in good faith, disputes the amount of any invoice, Buyer shall promptly notify Seller in writing of the disputed amount and the reason therefor and shall pay the undisputed amount of such invoice. All invoices shall be conclusively presumed to be true and correct after twelve (12) months of the date on which the invoice is sent, except that, if Buyer has disputed the invoice within that period, Buyer's rights shall continue as to that invoice until the dispute is resolved. Any billing disputes shall be settled in accordance with the provisions of Article X. Payments (or refunds) determined to be due by one Party to the other shall be made within five (5) Business Days of the conclusion of the dispute resolution, with interest as provided for in Section 3.5(iii).

## **ARTICLE IV SELLER'S OBLIGATIONS**

4.1 Design, Construction and Operation of the Generating Facility. Subject to the provisions of Article VI, Seller shall:

(i) At its sole expense, design and construct the Generating Facility in accordance with Good Utility Practice. The nominal nameplate capacity of the Generating Facility will be [X.XX] MW DC. The voltage of the power delivered by the Generating Facility to the Point of Delivery will be 12.47 kV, or as otherwise specified in the Interconnection Agreement.

(ii) Seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, at Seller's sole expense, the Permits and all other permits, certificates or other authorizations which are required by any Requirement of Law or Governmental Authority as prerequisites to engaging in the sale of Capacity and Net Energy at the Point of Delivery as envisioned by the Agreement and to meeting Seller's obligation to operate the Generating Facility consistently with the terms of the Agreement.

(iii) At Seller's sole expense, operate, maintain, repair and provide security for the Generating Facility in accordance with this Agreement and Good Utility Practice.

(iv) At Seller's sole expense, obtain and maintain throughout the Term of the Agreement insurance policies that meet the requirements set forth in Exhibit B. Any third-party insurance policies shall (i) be obtained from insurers rated at least A-/VII by A.M. Best (or a comparable rating agency), (ii) list Buyer as an additional insured and additional party for the receipt of all notices; and (iii) not be cancelable without ten (10) days' prior written notice for nonpayment of premium or thirty (30) days prior written notice for all other events, such notice to be provided by the insurer to Buyer. Seller's insurance shall in all cases be primary and non-contributory. Any insurance proceeds received with respect to the destruction of all or any part of the Generating Facility shall be applied to the reconstruction of the Generating Facility or the affected portion unless Seller can demonstrate to Buyer that it is not commercially reasonable to do so.

(v) Use reasonable endeavors to schedule Planned Outages in conjunction with Buyer and make commercially reasonable efforts to schedule Planned Outages for off-peak hours and the non-peak season; provided, however, Seller's reasonable endeavors and commercially reasonable efforts shall not include Seller altering its planned or scheduled maintenance if making such alterations would cause Seller to (i) violate any operating guidelines of the generator manufacturer for solar panels or inverters included in the Generating Facility; or (ii) take an action inconsistent with Good Utility Practice with respect to the care of any of the equipment in the Generating Facility. All Planned Outages shall have an estimated duration and be communicated by Seller to Buyer and Buyer's GSO in an applicable monthly or weekly notification. Seller shall also provide to Buyer and Buyer's GSO, as soon as practicable, information relating to full or partial unplanned Outages of the Generating Facility, including Seller's estimate of the duration of any such Outages.

(vi) Allow Buyer reasonable access to the Generating Facility and the Site, subject to reasonable advance notice and Buyer's compliance with Seller's safety and security measures.

(vii) If Seller produces, on a daily basis, an hourly forecast for projected energy, not to exceed seven (7) days into the future, for the Generating Facility, then such forecast will be made available to Buyer and Buyer's GSO each Business Day by 9 a.m. Central Prevailing Time (CPT).

#### 4.2 General Obligations.

(i) Except as specified in Section 5.3, Seller, during the Term of the Agreement, shall pay all present or future federal, state, municipal, or other lawful taxes or fees applicable to Seller, or the Generating Facility, or by reason of the sale of Energy or Capacity to the Buyer up to the Point of Delivery.

(ii) Seller shall obtain in its own name and at its own expense any and all pollution or environmental credits or offsets necessary to operate the Generating Facility in compliance with Environmental Laws.

(iii) Seller shall continue to (a) preserve, renew and keep in full force and effect its organizational existence and good standing, and take all reasonable action to maintain all permits, rights, privileges, licenses, and franchises necessary or desirable in the ordinary course of its business; (b) comply with all Requirements of Law applicable to Seller, and (c) comply with all material agreements, instruments and undertakings related to the Generating Facility except to the extent that any failure to so comply has not had, or is not reasonably likely to have, a material adverse effect on Seller's performance of its material obligations under this Agreement.

(iv) Upon execution of this PPA, and on a monthly basis thereafter until the Generating Facility achieves its Commercial Operation Date, Seller shall provide for Buyer's review information regarding the permitting, engineering, construction, condition and operations of the Generating Facility, as Buyer may, from time to time, reasonably request, subject to pricing redaction where Seller deems appropriate.

(v) As between Seller and Buyer, Seller shall be exclusively responsible for all Environmental Liability at the Site and shall indemnify Buyer from and against all such liability; provided that Buyer shall be liable for, and shall indemnify Seller from and against, any Environmental Liability due to any pre-existing conditions or resulting from a release of hazardous substances by Buyer or its contractors or subcontractors.

4.3 Interconnection. Seller shall comply with all obligations of the "Interconnection Customer" under the Interconnection Agreement.

### **ARTICLE V BUYER OBLIGATIONS**

5.1 Delivery. Buyer shall, at its expense, be responsible for obtaining any service necessary for delivery of the Net Energy and Capacity of the Generating Facility from the Point of Delivery.

5.2 Cooperation. Buyer agrees to cooperate with Seller in any applications for permits, certificates or other authorizations as described in Section 4.1(ii). Buyer's obligation under this section shall consist only of providing nonproprietary information in its possession, custody or control necessary to complete any applications and responding to requests from the relevant Governmental Authorities or other Person.

5.3 Permitting Fees, Sales Tax, and Property Tax. Buyer shall waive or incur (as a pass-through charge) the following for Seller as of the Contract Date through the Term:

- (i) any [local City or local County, State] permitting fees required for the construction of the Generating Facility;
- (ii) any applicable [City or County, State] sales taxes;
- (iii) any applicable property taxes; and
- (iv) any new applicable taxes not assessed as of the Contract Date.

5.4 General Buyer Obligations. Buyer shall arrange and be solely responsible for:

(i) Providing around-the-clock 120/240 volt electrical service: (i) during construction, and (ii) for Site auxiliary power not provided by the Generating Facility itself for the Term.

(ii) Providing fiber optic line(s) and internet services to the necessary Generating Facility equipment identified by Seller.

(iii) Maintaining any shade easement as identified in Exhibit C

(iv) Arranging with distribution system owner to purchase, construct and maintain interconnection from each Point of Delivery, including the agreed upon transformers and metering cabinets (including PT's and CT's), to the Buyer's distribution system.

(v) During the Term of the Agreement, paying, or reimbursing Seller for all subsequent future federal, state, municipal, or other lawful taxes or fees applicable to the Generating Facility that are not in place at time of execution of the Agreement.

(vi) [Fence, Laydown, Road entry, other miscellaneous depending on final agreement]

## **ARTICLE VI**

### **FORCE MAJEURE; REGIONAL TRANSMISSION ORGANIZATION**

6.1 Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of reasonable diligence and foresight, could not reasonably have been avoided, including, but not limited to, an Emergency, flood, earthquake, storm, fire, lightning, hurricanes, heavy rains, tornadoes, ice storms, landslides, mudslides, any new and previously unknown epidemic, specifically excluding Covid 19 and any past or future variants thereof, war, riot, civil disturbance, sabotage (but only when Seller is properly maintaining security systems commonly used under Good Utility Practice), strike, and/or act of God. However, the obligation to use reasonable diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having

such difficulty. A Party's obligations to make payments already due and/or related to partial performance shall not be suspended by Force Majeure.

6.2 Remedial Action. A Party shall not be liable to the other Party to the extent it is prevented from performing its obligations due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of a Force Majeure shall take all reasonable actions necessary to remove such inability with all due speed and diligence. Such partially performing or nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform. Neither Party shall be required to remedy, in whole or in part, an event of Force Majeure if such remedy is inconsistent with Good Utility Practices.

6.3 Exclusions from Definition of Force Majeure. Notwithstanding anything in the Agreement to the contrary other than as stated in this Article VI, "Force Majeure" shall not mean:

(i) Inclement weather common to the geographic region affecting construction, start-up, or operation of the Generating Facility or related facilities that does not otherwise meet the definition of "Force Majeure."

(ii) Changes in market conditions or governmental action that affect Buyer or Seller, as applicable, the cost of Seller's supply of Net Energy from the Generating Facility, or the ability of Buyer to obtain energy at a rate lower than the Renewable Energy Payment Rate.

(iii) Unavailability of sunlight.

(iv) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to a qualifying event of Force Majeure by the third-party provider.

(v) Inability to obtain, maintain or renew any Permit or any undue delay in obtaining, maintaining, or renewing any Permit, in either case, due to Seller's failure to diligently pursue obtaining, maintaining or renewing such Permit.

(vi) Scheduled maintenance on any distribution or transmission system the availability of which is needed for the receipt and/or delivery of Net Energy from the Generating Facility;

(vii) Litigation or administrative or judicial action pertaining to the Agreement, the Generating Facility, the Site, the acquisition, maintenance or renewal of any Permits, or the design, construction, maintenance or operation of the Generating Facility that are (a) the result of the actions or omissions of either Buyer or Seller, or (b) instituted by the Buyer or Seller.

6.4 Notice. In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, the anticipated extent of any delay or interruption in performance, and the measures the affected Party is taking to overcome the event of Force Majeure.

6.5 Regional Transmission Organization. In the event that the Generating Facility is required to be registered in the centralized energy markets operated by the Southwest Power Pool, Inc. or any other regional transmission organization, the Parties shall in good faith negotiate changes to this Agreement to provide for its implementation within the context of such markets in a manner that to the greatest extent possible preserves the value to each Party of the original Agreement. If the Parties cannot reach agreement upon such amendments to the Agreement within ninety (90) days prior to the date on which the regional transmission organization's market rules are scheduled to apply to the Generating Facility, the dispute shall be resolved pursuant to Section 10.4.

## **ARTICLE VII SECURITY FOR PERFORMANCE**

### **7.1 Performance Security.**

(i) If at any time either Party has reasonable grounds to believe that the other Party's creditworthiness or performance under this Agreement has suffered a material adverse change, the requesting Party (the "Requesting Party") may provide the receiving Party (the "Receiving Party") with written notice indicating with specificity the reasonable grounds for its belief and requesting Performance Security in an amount determined by the Requesting Party in a commercially reasonable manner, consistent with the definition of Performance Security in Article 1 above. If one or both Parties are rated by an accredited ratings agency, neither Party may make a claim of a material adverse change in creditworthiness of the other Party so long as Receiving Party's (or, if applicable, the Receiving Party's credit support guarantor's), long-term senior unsecured debt is at or above BBB- by Standard & Poor's Rating Group, a division of McGraw Hill, Inc., or any successor to its statistical rating business, or Baa3 by Moody's Investors Service, Inc. or any successor to its statistical rating business. The Parties agree that Buyer is a municipal corporation organized under the laws of the State of Kansas and may have certain debt issuances that are unrated. The Parties also agree that those unrated issuances are excluded from consideration of the Buyer's credit worthiness.

(ii) Upon receipt of such notice, the Receiving Party shall have three (3) Business Days to address the perceived grounds and to propose an agreement on steps to remove or remedy the material adverse change to Receiving Party's creditworthiness or performance. If agreement cannot be reached after such timely consultation, the Requesting Party may require the Receiving Party to remedy the situation by providing such Performance Security to the Requesting Party within five (5) Business Days (or such other date as mutually agreed to by the Parties in writing); provided, however, that by so providing the Performance Security, the Receiving Party is not waiving its rights to challenge the propriety of the Requesting Party's actions hereunder and Requesting Party shall not be permitted to draw upon any Performance Security until Receiving Party has been afforded its right to cure the material adverse change in its creditworthiness as outlined in Section 7.2 of this Agreement.

(iii) In the event that the Receiving Party fails to provide such Performance Security or other credit assurance acceptable to the Requesting Party within the time frame provided in Section 7.1(ii) above, then Requesting Party may declare an Event of Default under Article VIII.



(iv) Not more than once per month, the Receiving Party may inquire as to whether the Receiving Party's creditworthiness or performance has returned to a level where a material adverse change no longer exists and Requesting Party should therefore return the Performance Security to Receiving Party. If the basis for the material adverse change no longer exists or if, in Requesting Party's reasonable and good faith judgement, Performance Security is no longer necessary, Receiving Party's obligation to provide Performance Security to Requesting Party will cease, and the Requesting Party will promptly return any unused Performance Security with interest, as applicable.

(v) Promptly following the end of the Term and the completion of all of Seller's obligations under this Agreement, Requesting Party shall release the Performance Security (including any accumulated interest, if applicable) back to Receiving Party.

7.2 Remedies. Before or after termination of this Agreement Requesting Party may, after providing notice of its intent to draw upon any previously provided Performance Security under 7.1(ii) by the Receiving Party, and Receiving Party after having had at least ten (10) Business Days to cure any adverse impacts to its credit rating, draw from the Performance Security such amounts as are necessary to recover amounts owed to Requesting Party pursuant to this Agreement including any damages due to Requesting Party and any amounts for which Requesting Party is entitled to indemnification under this Agreement. Requesting Party may, in its sole discretion, draw all or any part of such amounts due to it from any form of security to the extent available pursuant to this Article VII, and from all such forms, and in any sequence Requesting Party may select. Any failure to draw upon the Performance Security or other security for any damages or other amounts due to Requesting Party shall not prejudice Requesting Party's rights to recover such damages or amounts in any other manner.

7.3 Interest Rate on Cash Amounts Held as Performance Security. For Performance Security in the form of cash that is held by a Party pursuant to this Article VII, the interest rate shall be equal to the Federal Funds Effective Rate as published under "Money Rates" in the *Wall Street Journal* minus one quarter (1/4) percentage point, and such interest shall apply from the date Performance Security in the form of cash is received by a Party to but excluding the earlier of: (i) the date Performance Security in the form of cash is returned to a Party; or (ii) the date Performance Security in the form of cash is applied to the Requesting Party's obligations pursuant to Section 7.2. If the Receiving Party posts cash as Performance Security, Seller shall set forth the calculation of the interest amount due to the Receiving Party in the monthly invoice issued to Buyer.

## **ARTICLE VIII TERMINATION/DEFAULT/REMEDIES**

8.1 Events of Default by Buyer. The following shall each constitute an Event of Default by Buyer:

(i) Buyer fails to make any payment due under the Agreement within thirty (30) days after such payment is due and fails to cure such non-payment within five (5) Business Days after receipt of written notice of such delinquent payment by Seller, unless such payment is contested or a right of set-off has been claimed by Buyer.

(ii) Any other material breach of the Agreement by Buyer not specifically enumerated in this Section 8.1, which is not cured within thirty (30) days after notification by Seller of the breach by Buyer.

(iii) Buyer is in default under the Interconnection Agreement.

(iv) Buyer ceases making payments under this Agreement pursuant to the filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Buyer voluntarily takes advantage of any such law or act by answer or otherwise, or Buyer makes an assignment of all or a significant part of its assets for the benefit of creditors.

(v) Buyer's failure to establish and maintain the Performance Security if and as required in accordance with Section 7.1, and such failure continues for more than fifteen (15) Business Days following written notice of such failure from Seller to Buyer.

(vi) A case in bankruptcy or any proceeding under any other insolvency law is filed against Buyer as debtor that materially impacts Buyer's ability to perform its obligations hereunder and Buyer has failed to have such proceeding dismissed or stayed within one hundred eighty (180) days after the date of the filing of such proceeding.

8.2 Events of Default by Seller. The following shall each constitute an Event of Default by the Seller:

(i) Seller fails to make any payment due under the Agreement within thirty (30) days after such payment is due and fails to cure such non-payment within five (5) Business Days after receipt of written notice of such delinquent payment by Buyer, unless such payment is contested or a right of set-off has been claimed by Seller.

(ii) Any other material breach of the Agreement by Seller not specifically enumerated in this Section 8.2, which is not cured within thirty (30) days after notification by Buyer of the breach by Seller.

(iii) Seller is in default under the Interconnection Agreement.

(iv) Seller ceases to generate power at the Generating Facility or makes a sale to a party other than the Buyer pursuant to the filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Seller voluntarily takes advantage of any such law or act by answer or otherwise, or Seller makes an assignment of all or a significant part of its assets for the benefit of creditors.

(v) Seller's failure to establish and maintain the Performance Security if and as required in accordance with Section 7.1, and such failure continues for more than fifteen (15) Business Days following written notice of such failure from Buyer to Seller and the Facility Lenders and Tax Investors (if applicable).



(vi) A case in bankruptcy or any proceeding under any other insolvency law is filed against Seller as debtor that materially impacts Seller's ability to perform its obligations hereunder and Seller has failed to have such proceeding dismissed or stayed within one hundred eighty (180) days after the date of the filing of such proceeding.

8.3 Facility Lenders' and Tax Investors' Right to Cure Default of Seller. Seller shall provide Buyer with a notice identifying any Facility Lender and any Tax Investor and providing appropriate contact information for any Facility Lender and any Tax Investor. Following receipt of such notice, Buyer shall provide written notice of any Event of Default of Seller to such Facility Lenders and Tax Investors simultaneously with the delivery of any such notice to Seller, and Buyer will accept a cure to an Event of Default of Seller performed by such Facility Lenders or Tax Investors, consistent with the terms of any consent or similar agreement entered into by Buyer and such Facility Lenders and/or Tax Investors.

8.4 Termination.

(i) In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Section 8.1 or 8.2, as applicable, the non-defaulting Party may terminate the Agreement by notifying the defaulting Party in writing of the decision to terminate and the effective date of the termination; provided, however, that the non-defaulting Party shall not be entitled to terminate this Agreement in the case of an Event of Default that is not reasonably capable of being cured within the applicable cure period, if the Event of Default is not a payment default and the defaulting Party (a) has commenced to cure the default within such applicable cure period, (b) is diligently pursuing such cure, (c) such Event of Default is capable of being cured by the defaulting Party within a reasonable time (not to exceed an additional ninety (90) days) after the expiration of such cure period, and (d) such Event of Default is in fact cured within such reasonable period of time; provided, further, that the extended cure period provided for in this Section 8.4(i) shall in no case be for longer than three (3) months after the date of expiration of the original cure period set out in either Section 8.1 or 8.2.

(ii) If the non-defaulting Party has elected to terminate the Agreement, it shall calculate (and provide detailed calculations to the defaulting Party), in a commercially reasonable manner, the net amount of its Gains, Losses and Costs as of the termination date, and any other amounts due by either Party to the other under this Agreement for the period prior to termination. If the net of these calculations is an amount owed by the defaulting Party to the non-defaulting Party, the defaulting Party shall pay such termination settlement amount within ten (10) Business Days of receipt of the calculation from the non-defaulting Party. If the defaulting Party disputes the non-defaulting Party's calculation, in whole or in part, the defaulting Party shall, within ten (10) Business Days of receipt of the non-defaulting Party's calculation of the termination payment, deliver a written notice of dispute and commence the dispute resolution procedure provided in Article X; provided, however, the defaulting Party shall first post collateral in the form of either cash, Letter of Credit or other security reasonably acceptable to the non-defaulting Party in an amount equal to the non-defaulting Party's calculated termination payment. In no event shall the non-defaulting Party be obligated to make a termination payment to the defaulting Party.

(iii) Upon termination of the Agreement by Buyer due to an Event of Default by Seller pursuant to Section 8.4(i), Buyer shall have no future or further obligation to purchase the Capacity or Net Energy of the Generating Facility from Seller or to satisfy any other obligation under this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination.

(iv) Upon termination of the Agreement by Seller due to an Event of Default by Buyer pursuant to Section 8.4(i), Seller shall have no future or further obligation to deliver the Capacity or Net Energy of the Generating Facility to Buyer or to satisfy any other obligation under this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination.

**8.5 LIMITATIONS OF LIABILITIES.** EXCEPT IN THE CASE OF FRAUD OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE AS A RESULT OF THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT. FOR ALL OTHER CLAIMS, CAUSES OF ACTION AND DAMAGES THE PARTIES SHALL BE ENTITLED TO THE RECOVERY OF ACTUAL DAMAGES ALLOWED BY LAW UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, NEITHER THE ENUMERATION OF EVENTS OF DEFAULT IN SECTIONS 8.1 AND 8.2, NOR THE TERMINATION OF THIS AGREEMENT BY A NON-DEFAULTING PARTY PURSUANT TO SECTION 8.4(I), SHALL LIMIT THE RIGHT OF A NON-DEFAULTING PARTY TO RIGHTS AND REMEDIES AVAILABLE AT LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BREACH OF CONTRACT OR FAILURE TO PERFORM BY THE OTHER PARTY.

## **ARTICLE IX INDEMNIFICATION**

**9.1 General.** Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to the Net Energy was vested in such Party, unless a Claim is due to such Party's willful misconduct or gross negligence. Each Party shall indemnify, defend and hold harmless the other Party against charges assessed by any Governmental Authority for which the indemnifying Party is responsible. No individual representative of either Party shall have any personal liability to the other Party as a result of the breach of any representation, warranty, covenant or agreement contained herein.

**9.2 Penalties.** Each Party shall indemnify and hold the other Party harmless against all penalties or other charges imposed by NERC, the Federal Energy Regulatory Commission, or any transmission provider or market operator due to the violation by the indemnifying Party of the terms of this Agreement or the requirements of applicable law.

## **ARTICLE X DISPUTE RESOLUTION**

10.1 Informal Resolution. It is the intent of the Parties that the sole remedy available to either Party for any breach of or dispute arising under or in relation to or connection with this Agreement or the matters set forth herein shall be the dispute resolution procedure set forth in this Article X. If a dispute arises between the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute. Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under this Section 10.1.

10.2 Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate a senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute through negotiations. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute, provided that no document discovery or depositions shall be required during negotiation and any document exchange shall be voluntary. The negotiation and any documents exchanged in connection with the negotiation shall be confidential and considered statements made in compromise negotiations within the meaning of the Federal Rule of Evidence 408 and any applicable state law, evidentiary rules or doctrines. The senior executives shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.3 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the Parties may agree to arbitrate the dispute. The following arbitration procedures will be used absent agreement of the Parties to different procedures for a given arbitration:

(i) The dispute shall be finally settled by binding arbitration, before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect, except as modified herein.

(ii) The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the “Demand”), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(iii) Arbitration shall be held in Overland Park, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(iv) The arbitrator must be an individual with knowledge and experience in the electric industry and shall be selected by the Parties or (failing their agreement on an arbitrator) by the AAA in accordance with Rule 11 of the AAA Commercial Arbitration Rules.

(v) Each Party shall have the right to limited discovery from the other Party including the right to demand the production of documents, the right to inspect things or places and the right to call expert witnesses following the procedures and requirements set forth in the Federal Rules of Civil Procedure 26(a)(2); provided, however, that all requests are served within a time and in a manner that requires the production/inspection to take place at least twenty (20) days before the hearing.

(vi) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitrator. The arbitrator shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vii) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(viii) Unless otherwise ordered by the arbitrator, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrator shall have no power to consider or award any form of damages barred by this Agreement, or any other multiple or enhanced damages, whether statutory or common law.

10.4 Binding Arbitration for Certain Disputes. Following failure of negotiations regarding a dispute arising under Section 6.5, and if the dispute is not within the exclusive jurisdiction of the FERC, either Party may require that the dispute be resolved by binding arbitration, which shall generally follow the procedures specified in Section 10.3, except as follows. Each Party shall submit to the arbitrators and exchange with each other thirty (30) days in advance of the hearing its proposed contractual provisions (a "Proposal") together with its arguments and other materials to support its Proposal; (ii) a Party may modify its Proposal (a "Modification") and any Modification and support therefor shall be submitted to the arbitrators and to the opposing Party no later than ten (10) days before the arbitration hearing; (iii) the arbitrators shall only consider the most recent Modification submitted by a Party, and shall not consider any previous Proposal or Modification submitted by a Party; and (iv) in reaching their decision, the arbitrators shall be limited to selecting only one or the other of the Proposals (or Modifications, if applicable) submitted by the Parties.

## **ARTICLE XI MISCELLANEOUS**

### 11.1 Assignment.

(i) This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties. Subject to this Section 11.1 and except in connection with a Permitted Transfer, the rights and obligations of this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or conditioned. Any purported assignment of this Agreement in the absence of the required consent shall be void. All permitted successors and assigns shall be subject to all rights and obligations contemplated herein. In the event that Seller proposes to transfer

ownership of the Generating Facility to a third party, Seller shall (subject to the aforementioned consent requirement) assign this Agreement to such third-party purchaser of the Generating Facility, and Seller shall only be relieved of its obligations hereunder upon the execution by the assignee of an assignment and assumption agreement that is in form and substance reasonably acceptable to Buyer.

(ii) Buyer's consent shall not be required for Seller to assign this Agreement directly or for collateral purposes to the Facility Lenders or Tax Investors. Seller shall notify Buyer in writing of any such assignment to the Facility Lenders or Tax Investors no later than ten (10) Days after the assignment.

11.2 Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to Seller:

Evergy Kansas Central, Inc.  
818 South Kansas Avenue  
Topeka, KS 66612  
Attention: Senior Director, Power Marketing  
Telephone: 785-575-8005  
Email: [solar.partners@evergy.com](mailto:solar.partners@evergy.com)

With a copy to:

Evergy Kansas Central, Inc.  
818 South Kansas Avenue  
Topeka, KS 66612  
Attention: Law Department  
Telephone: 785-508-2382

If to Buyer:

[Buyer]  
[Address]  
[City, State, Zip]  
Attention: [Representative]  
Telephone: [XXX-XXX-XXXX]

Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending Party if delivered by courier or U.S. mail.

11.3 Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.

11.4 No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party hereto.

11.5 No Dedication. No undertaking by one Party to the other under any provision of the Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public.

11.6 Integration; Amendment. The Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

11.7 Governing Law. The Agreement is made in the State of Kansas and shall be interpreted and governed by the laws of such State and/or the laws of the United States, as applicable.

11.8 Relationship of Parties.

(i) The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. The Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Seller and Buyer shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(ii) The relationship between Buyer and Seller shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, Buyer shall have no general right to prescribe the means by which Seller shall meet its obligations under the Agreement.

(iii) Seller shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Seller's obligations under the Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Seller

shall be considered employees of Buyer for any purpose; nor shall Seller represent to any Person that he or she is or shall become a Buyer employee or agent.

11.9 Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

11.10 Severability. Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their reasonable efforts to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.11 Representations and Warranties.

(a) Each Party represents and warrants to the other Party that as of the Contract Date:

(i) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization or incorporation;

(ii) it has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary corporate, company, partnership, governmental and/or other actions to authorize such execution and delivery and performance of such obligations;

(iii) its execution and delivery of this Agreement and its performance of its obligations under this Agreement do not violate or conflict with any Laws applicable to it; with any provision of its charter or bylaws (or comparable constituent documents); with any order or judgment of any court or other agency of government applicable to it or any of its assets; or with any contractual restriction binding on or affecting it or any of its assets;

(iv) except as otherwise permitted herein, it has neither initiated nor received written notice of any action, proceeding or investigation pending, nor to its knowledge is any such action, proceeding or investigation threatened (or any basis therefor known to it) that questions the validity of this Agreement, or that would materially or adversely affect its rights or obligations as a Party;

(v) all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any Governmental Authority that are required to have been obtained or made by it at the time this representation is made with respect to this Agreement have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with; and



(vi) this Agreement constitutes the Party's legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application, regardless of whether enforcement is sought in a proceeding in equity or at law).

(b) Buyer represents and warrants to Seller that, with respect to its contractual obligations hereunder and performance thereof, Buyer will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction or order for specific performance or recovery of property, or (d) execution or enforcement of any judgment.

#### 11.12 Confidentiality.

(i) This Agreement and amendments hereto shall be considered proprietary and shall not be provided to a third party without prior written approval of the other Party, provided, however, that (a) either Party may disclose the terms of this Agreement and amendments hereto if a Party is required to disclose such information by law or court order, or (b) either Party may disclose such information that is already in the public domain. In the event certain information must be provided pursuant to a regulatory proceeding, the Parties shall take reasonable steps to protect the confidentiality of proprietary information.

(ii) Either Party shall be entitled to disclose or use proprietary data in any proceeding before the Federal Energy Regulatory Commission, the Kansas Corporation Commission, the Missouri Public Service Commission, the Environmental Protection Agency, the Kansas Department of Health and Environment or any similar regulatory commission or agency if it is required or advantageous to do so, in the Party's sole discretion and upon written notice to the other Party. In such an event, the disclosing Party will take all reasonable actions to limit the scope of any disclosure, shall only disclose any proprietary data subject to applicable rules and regulations protecting its proprietary nature, and shall resist the efforts by any Person to obtain, any such proprietary data. It shall not be a violation of this Section 11.12 for Buyer to disclose any proprietary data as required pursuant to its obligations under applicable public records, open-records statutes, or similar laws.

Seller recognizes that Buyer is a public body and, as such, is subject to certain open records laws in the State of Kansas. In the event Buyer receives a request or claim under the open records law, Buyer shall notify Seller within three (3) business days of the nature of any such claim. If the Buyer determines that it is required to comply with the open records law request and will release certain information that otherwise would be covered by the confidentiality provisions set out in this Agreement, Buyer will notify Seller. If Seller does not agree to the release of the information, then Seller will assume all obligation to pursue any necessary legal action with respect to the claim or request under the open records law, and shall indemnify and hold Buyer harmless from any and all legal expenses, including costs and attorney's fees, arising out of such open records request.

11.13 Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. Such duty to cooperate shall not require either



Party to act in a manner inconsistent with its rights under the Agreement; without limitation, Buyer shall have no obligation to agree to any documents that would diminish Buyer's rights or increase Buyer's obligations hereunder in any respect.

11.14 Change In Law. If a change in Law renders this Agreement or any terms herein incapable of being performed or administered or results in a material adverse impact on a Party's performance obligations herein, then either Party, on written notice to the other Party, may request the other Party to enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered without material adverse impact, while attempting to preserve, to the maximum extent possible, the benefits, burdens and obligations set forth in this Agreement as of the Effective Date. Upon receipt of a written notice requesting negotiations, the Parties shall negotiate in good faith. If the Parties are unable, within thirty (30) Days of the sending of the written notice requesting negotiations, either to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the dispute resolution proceedings as provided in Article X. A change in normal operating cost shall not, in itself, be deemed to render this Agreement or any terms herein incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure event.

11.15 Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that, by their nature, should survive such cancellation, expiration, or termination, prior to the term of the applicable statute of limitations, including warranties, remedies, or indemnities which obligation shall survive for the period of the applicable statute(s) of limitation. For the avoidance of doubt, in the event of an early termination of this Agreement due to an Event of Default by Buyer, Buyer will continue to: (i) provide the Generating Facility with around-the-clock auxiliary power at the Buyer's current retail rate for service, and (ii) provide and maintain fiber optic line(s) and/or adequate internet services to the necessary Generating Facility equipment.

11.16 Accommodation of Facility Lenders and Tax Investors. Buyer shall (a) make commercially reasonable efforts to accommodate the Facility Lenders' or Tax Investors' requests to vary the terms and conditions of this Agreement to protect the Facility Lender's or Tax Investors' interests so long as such requests do not materially adversely affect any of Buyer's rights, benefits, risks and/or obligations under this Agreement or Buyer's regulatory approvals or financing, and (b) provide such consents to collateral assignment, certifications, representations, information, legal opinions, inter-creditor agreements or other documents (including estoppel certificates related to a tax equity financing) as may be reasonably requested by Seller, the Facility Lenders or Tax Investors in connection with the financing of the Generating Facility; provided that in responding to any such request, Buyer shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of Buyer's rights, benefits, risks and/or obligations under this Agreement. Seller shall reimburse, or shall cause the Facility Lenders or Tax Investors to reimburse, Buyer for the reasonable incremental out-of-pocket expenses (including the reasonable fees and expenses of counsel) incurred by Buyer in the preparation, negotiation, execution and/or delivery of any documents requested by Seller, the Facility Lenders or Tax Investors, and provided by Buyer pursuant to this Section 11.16.

11.17 Subcontracting. Seller may subcontract its duties or obligations under this Agreement without the prior written consent of Buyer; provided, that no such subcontract shall relieve Seller of any of its duties or obligations hereunder, and provided further that such subcontractor has all necessary insurance coverages.

11.18 Taxes.

(i) The Parties shall cooperate to minimize tax exposure; however, neither Party shall be obligated to incur any financial burden to reduce taxes for which the other Party is responsible hereunder. All Energy delivered by Seller to Buyer hereunder shall be sales for resale, with Buyer reselling such Energy.

(ii) Seller shall be entitled to all (a) ITCs and state investment tax credits and any other tax credits which are or will be generated by the Generating Facility, (b) any cash payments or outright grants of money relating in any way to the Generating Facility, and (c) any credits that Buyer is not otherwise entitled to pursuant to the provisions of Section 2.8 ((a), (b) and (c) being the “Tax Benefits”). Buyer acknowledges that Seller has the right to sell any Tax Benefits to which it is entitled pursuant to this Section 11.18 to any Person at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Buyer hereunder. Buyer shall have no claim, right or interest in such credits or in any amount that Seller realized from the sale of such Tax Benefits.

11.19 Rate Change.

(i) The terms and conditions and the rates for service specified in this Agreement shall remain in effect for the Term of the transaction described herein. Absent the Parties’ written agreement, this Agreement shall not be subject to change by application of either Party pursuant to Section 205 or 206 of the Federal Power Act.

(ii) Absent the agreement of both Parties to the proposed change, the standard of review for changes to any section of this Agreement specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall be the public interest application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165 (2010) (the “Mobile-Sierra” doctrine).

11.20 Waiver. Subject to the provisions of Section 3.5(iv), the failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect. No waiver by a Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. No failure or delay by a

Party hereto in exercising any right, power, privilege, or remedy hereunder shall operate as a waiver thereof.

11.21 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

11.22 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code and that Seller and Buyer are “forward contract merchants” within the meaning of the United States Bankruptcy Code.

11.23 Public Statements. Neither Party shall issue, or permit any agent, member or Affiliate of such Party to issue, any press releases or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby, except (a) when such release or statement is deemed in good faith by the releasing Party to be required by law or (b) with the prior consent of the other Party, which shall not be unreasonably conditioned or delayed. In each case to which such exception applies, the releasing Party shall provide a copy of such proposed release or statement to the other Party at least two (2) Business Days before releasing it to the public and incorporate any reasonable changes which are suggested by the non-releasing Party prior to issuing the release or making the statement.

[Signatures on Next Page]

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

**Evergy Kansas Central, Inc.**

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

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

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

**[Legal Name]**

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

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

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

**Exhibit A**

**PURCHASE PRICE FOR OPTION**

Contract Years 8 through 10	\$[X,XXX,XXX]
Contract Years 11 through 15	\$[ X,XXX,XXX]
Contract Years 16 through 20	\$[ X,XXX,XXX]
Contract Years 21 through 30	\$[ X,XXX,XXX]

## **Exhibit B**

### **REQUIRED INSURANCE COVERAGES**

Notwithstanding the following, Seller may elect to self-insure or maintain standard insurance policies to the extent of the insurance requirements in this contract without approval of Buyer; provided that, in the event of self-insurance, Seller must maintain an investment grade credit rating from both Standard & Poor's and Moody's.

Contractor shall provide, and require the same of any of Contractor's subcontractors, Comprehensive General Liability insurance as follows:

General Liability -	Bodily Injury:	\$1,000,000 each occurrence
		\$2,000,000 annual aggregate
	Property Damage:	\$1,000,000 each occurrence
		\$2,000,000 annual aggregate
	Personal Injury:	\$2,000,000 annual aggregate
Comprehensive Auto Liability - Bodily Injury:		\$1,000,000 each person
		\$1,000,000 each occurrence
		\$2,000,000 annual aggregate
	Property Damage:	\$1,000,000 each occurrence or a combined single limit of \$2,000,000.

Worker's Compensation - In accordance with the laws of the State of Kansas

## **Exhibit C**

### **FACILITY DESCRIPTION, SHADE EASEMENT, AND SITE MAP**

Site: [Address]

Gross power rating (DC): [XX] MW

Net power rating (AC): [XX] MW

Point of Delivery: Tap into [Local three phase distribution system]

**RESOLUTION NO. 979**

**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**, the city has been working with Evergy Kansas Central, Inc. (Evergy) under a Memorandum of Understand and a Solar Development Agreement since October of 2021; and

**WHEREAS**, 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**, both the City of Osawatomie and Evergy have negotiated in good faith on behalf of both parties to purchase the power generated from the solar facility; 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 purchase the power from the solar facility from Evergy and add this power to its existing electrical generation portfolio.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 24th day of March, 2022 that the Governing Body authorizes the Mayor to execute the Power Purchase Agreement as presented to the City Council at its regularly scheduled council meetings on both March 10<sup>th</sup>, 2022 and March 24<sup>th</sup>, 2022.

**PASSED AND ADOPTED** by the Governing Body of the City of Osawatomie, Kansas this 24<sup>th</sup> day of March, 2022, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk





<b>ACTION ITEM SUMMARY</b>	Item Number:	10.A
	Date:	July 12, 2022
Deputy City Manager	From:	Bret Glendening

**RE:** Resolution 1022 – Sale of stock transformer to City of Horton

**RECOMMENDATION:** That the City Council approve Resolution 1022 authorizing the sale of one spare, 500 KVA, 12470/7200 kV transformer to the City of Horton.

**DETAILS:** Towards the end of June, the City of Horton reached out through one of the municipal listservs inquiring as to whether anyone had a spare transformer on hand that they could purchase for their electric grid. The transformer will provide service to their high school which is currently undergoing an expansion/remodel. Due to transformer lead times, they would not have had the transformer prior to school starting.

We have a spare (stock) transformer that we can afford to sell them. This transformer was purchased last year for \$15,800. They will pay \$16,000 for it, as well as labor and equipment for two city employees to deliver it to them and offload the transformer to the concrete pad it will sit on. The lead time for us to replace this transformer is 30 weeks (which is slightly shorter than the last set of transformers we ordered) and the cost to replace this transformer is \$14,575. We do not anticipate any adverse impacts to service delivery as this is not the only 500 KVA transformer in stock.

In the interests of being a “good neighbor” I recommend the city council approve Resolution 1022.

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

**RESOLUTION NO. 1022**

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS  
AUTHORIZING THE SALE AND DELIVERY OF ONE STOCK  
TRANSFORMER TO THE CITY OF HORTON**

**WHEREAS**, the City of Osawatomie is in the process of upgrading its electric system; and

**WHEREAS**, the City of Osawatomie has transformers for both stock and the conversion; and

**WHEREAS**, the City of Horton has inquired about purchasing one of our stock, pad mounted transformers due to long lead times for transformers; and

**WHEREAS**, the City of Osawatomie can afford to sell one stock transformer to facilitate the completion of the City of Horton's high school expansion project in order for them to open in time for school this fall.

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

**SECTION ONE:** The Governing Body hereby authorizes the sale of one, 500 KVA, 12470/7200 kV transformer to the City of Horton for their expansion project at the high school.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 28<sup>th</sup> day of July 2022, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk



## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	10.B
	Date:	July 26, 2022
City Manager	From:	Mike Scanlon

**RE:** Resolution 1023 directs the City Manager to take certain actions in renovating and improving the Osawatomie Animal Shelter.

**RECOMMENDATION:** That the City Council approve Resolution 1023 directing the City Manager to take certain actions in renovating and improving the Osawatomie Animal Shelter.

**DETAILS:** Resolution 1023 begins the process of funding and making improvements to the Osawatomie Animal Shelter. The Resolution as presented limits the cost to the city to 20% (up to \$100,000) of the estimated construction costs. Further it also includes an assurance that 75% of this cost will be covered by additional fees charged to participating partners in the project and can be structured into a loan.

The City Manager will provide further details at the meeting.

Related Statute / City Ordinances	NA
Line Item Code/Description	<b><i>Once finalized a project budget will be presented to the City Council</i></b>
Available Budget:	NA

**RESOLUTION NO. 1023**

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS  
DIRECTING THE CITY MANAGER TO TAKE CERTAIN  
ACTIONS IN RENOVATING AND IMPROVING THE  
OSAWATOMIE ANIMAL SHELTER.**

**WHEREAS**, the City of Osawatomie entered into an Agreement with Always and Furever for the operation of the Osawatomie Animal Shelter; and

**WHEREAS**, the city has been providing services to various communities with the three primary provider of animals to the shelter being the City of Osawatomie, City of Paola and Miami County; and

**WHEREAS**, the Shelter was identified in 2017 in need of cage replacement and upgrades to the facility with original estimates ranging from \$100,000 to \$150,000 depending on the scope of improvements; and

**WHEREAS**, the city recently received notice that the facility failed its state inspection; and

**WHEREAS**, the city has been working with Always and Furever to upgrade and improve the facility and has performed design and engineering work that will allow us to get a cost estimate for the upgrades; and

**WHEREAS**, the City Manager has had ongoing discussion with contributing agencies about the needs for facility upgrades and increases in fees that are currently being collected; and

**WHEREAS**, Always and Furever has raised almost \$200,000 in funds to assist in the upgrades to the facility.

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

**SECTION ONE:** The Governing Body directs the City Manager to work with our participating partners and Always and Furever to fund the improvements and upgrades to the existing facility.

**SECTION TWO:** The Governing Body agrees to provide funding equivalent to 20% of the improvement costs in an amount not to exceed \$100,000. To be paid in part (75% of the cost) by increased fees to be charged to our participating partners and structured into a loan for repayment.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 28<sup>th</sup> day of July 2022, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.C
	Date:	July 25, 2022
Deputy City Manager	From:	Bret Glendening

**RE:** Resolution 1024 – Renewal of Temp Notes for Sewer Under US 169

**RECOMMENDATION:** Approve Resolution 1024 – Renewal of Temp Notes

**DETAILS:** Two years ago, the city’s sewer main was in need of replacement. In order to pay for that, the city issued temporary notes to finance the work and those notes expire on 9/1/2022.

As we approach the maturity date of the original note, we have determined that we would be best served to roll these temp notes into a new note. The expiring note value is \$421,000. The sewer utility currently has a cash balance of approximately \$200,000 but a little over half of this amount will be transferred to the bond and interest fund to make payments on existing bonds for our sewer utility. Tammy Seamands, our finance director and I have reviewed the utility’s cash position and have determined that it can support paying \$75,000 towards the original \$421,000 amount. This will result in a new temp note that will mature on 9/1/2024 that has a principal balance of \$346,000.

Related Statute / City Ordinances	Res. 829 (original authorizing resolution for \$421,000 temp notes)
Line-Item Code/Description	N/A
Available Budget:	\$75,000 from Sewer Fund balance

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF OSAWATOMIE, KANSAS  
HELD ON JULY 28, 2022**

The governing body met in regular session at the usual meeting place in the City, at 6:30 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Councilmember \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea:

Nay:

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 1024 and was signed by the Mayor and attested by the Clerk.

\* \* \* \* \*

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Osawatomie, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk



**RESOLUTION NO. 1024**

**OF**

**THE CITY OF OSAWATOMIE, KANSAS**

**ADOPTED**

**JULY 28, 2022**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2022-1**

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## **RESOLUTION**

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## RESOLUTION NO. 1024

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the City of Osawatomie, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<i>Project Description</i>	<i>Ord. No.</i>	<i>Authority</i>	<i>Estimated Cost</i>
Sanitary Sewer Improvements	3779	K.S.A. 12-617 <i>et seq.</i>	\$400,000

**WHEREAS**, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Existing Notes”):

<i>Series</i>	<i>Dated Date</i>	<i>Maturity Date</i>	<i>Original Amount</i>	<i>Outstanding Amount</i>
2020-1	December 29, 2020	September 1, 2022	\$421,000	\$421,000

**WHEREAS**, permanent financing for the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements and to retire the Existing Notes.

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

### ARTICLE I

#### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall

include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-617 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$1,000 or any integral multiples thereof.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“City”** means the City of Osawatomie, Kansas.

**“Clerk”** means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**“Costs of Issuance”** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2022-1 created pursuant to **Section 501** hereof.

**“Dated Date”** means August 30, 2022.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2022-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise

set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution on the part of the

Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created by or referred to in *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing March 1, 2023.

**“Issue Date”** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable.

**“Note Purchase Agreement”** means the Note Purchase Agreement dated as of July 28, 2022 between the Issuer and the Purchaser.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**“Note Registrar”** means the Treasurer and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the General Obligation Temporary Notes, Series 2022-1, authorized and issued by the Issuer pursuant to this Note Resolution.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer:

439 Main St.  
Osawatomie, Kansas 66064  
Fax: (913) 755-4164

(b) To the Paying Agent at:

City Treasurer  
City Hall  
439 Main St.  
Osawatomie, Kansas 66064  
Fax: (913) 755-4164

(c) To the Purchaser:

First National Bank of Louisburg  
1201 W. Amity  
Louisburg, Kansas 66053  
Fax: (913) 837-5634

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

(a) With respect to the Issuer and Paying Agent, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Treasurer.



- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Outstanding”** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

**“Paying Agent”** means the City Treasurer, Osawatomie, Kansas, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the amount set forth in the Note Purchase Agreement.

**“Purchaser”** means First National Bank of Louisburg, Louisburg, Kansas, the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

**“Redemption Fund”** means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

**“Redemption Price”** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Notes”** means the Series 2020-1 Notes maturing in the year 2022 in the aggregate principal amount of \$421,000.

**“Refunded Notes Paying Agent”** means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

**“Series 2020-1 Notes”** means the Issuer's General Obligation Temporary Notes, Series 2020-1, dated December 29, 2020.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Article V* hereof.

**“Treasurer”** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2022-1, of the Issuer in the principal amount of \$346,000, for the purpose of: (a) providing funds to retire the Refunded Notes; and (b) paying Costs of Issuance.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2024	\$346,000	3.40%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Note Registrar.** The Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated

Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the

Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall

thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 211. Sale of the Notes – Note Purchase Agreement.** The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

### ARTICLE III

#### REDEMPTION OF NOTES

##### **Section 301. Redemption by Issuer.**

***Optional Redemption.*** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2023, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar, the State Treasurer and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.



In addition to the foregoing notice, further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Redemption Fund for Refunded Notes.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2022-1.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2022-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Redemption Fund.
- (c) In addition to the proceeds of the Notes, the Issuer will contribute available funds in the amount of \$75,000 to retire the Refunded Notes at their stated maturity.

**Section 503. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 504. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners

of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 505. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

**Section 506. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Debt Service Account.

**Section 507. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 901. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 902. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the

Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 903. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 904. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason,

it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 905. Electronic Transactions.** The transactions described in this Note Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 906. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 907. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 908. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 909. Effective Date.** This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on July 28, 2022.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 28, 2022, as the same appears of record in my office.

DATED: July 28, 2022.

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Clerk

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**EXHIBIT A**  
**(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF MIAMI  
CITY OF OSAWATOMIE  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2022-1**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: AUGUST 30, 2022**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Osawatomie, in the County of Miami, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the City Treasurer, Osawatomie, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2022-1,” aggregating the principal amount of \$346,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-617 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

**Transfer and Exchange.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF OSAWATOMIE, KANSAS**

(Facsimile Seal)

By: (manual or facsimile)  
Mayor

ATTEST:

By: (manual or facsimile)  
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: (manual or facsimile)  
Clerk

---

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2022-1, of the City of Osawatomie, Kansas, described in the within-mentioned Note Resolution.

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

City Clerk,  
Osawatomie, Kansas  
as Note Registrar and Paying Agent

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

Registration Number: 0213-061-081622-[ ]

---

## LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

### GILMORE & BELL, P.C.

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

## NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF MIAMI                )

The undersigned, Clerk of the City of Osawatomie, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 30, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)

Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_  
(facsimile)

Treasurer of the State of Kansas



City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	
Resolution 1025	Date:	July 28, 2022
Director of Community Development	From:	Ed Beaudry

**RE: Accepting bids for Memorial Hall roof removal and replacement.**

**RECOMMENDATION:** Osawatomie City Council accept the bid from Wright Construction.

**DETAILS,** City Council approved Resolution 812 establishing a plan for the repair and renovation of Memorial Hall at 411 11<sup>th</sup> Street, city staff produced an RFP for the removal and repair of the roof of Memorial Hall.

City staff received two bids from the RFP, the bids were from

1. Wright Construction \$118,400.00
2. Legacy Contractors \$198,998.00

**COUNCIL ACTION NEEDED:** Discuss and Consider and provide city staff with direction.

**STAFF RECOMMENDATION:** Accept the bid from Wright Construction.

**RESOLUTION NO. 1025**

**BY THE CITY OF OSAWATOMIE, KANSAS**

**A RESOLUTION OF THE CITY COUNCIL OF OSAWATOMIE, KANSAS, ACCEPTING THE BID FROM WRIGHT CONSTRUCTION ( Wright Investment Properties LLC) FOR THE REMOVAL AND REPAIR OF THE ROOF AT MEMORIAL HALL.**

**WHEREAS**, The City of Osawatomie approved Resolution 812 establishing a plan for the repair and renovation of Memorial Hall at 411 11<sup>th</sup> Street; and

**WHEREAS**, city staff produced an RFP for the removal and repair of the roof ; and

**WHEREAS**, city staff received two bids, a bid from Wright Construction \$118,400.00 and a bid from Legacy Contractors \$198,998.00; and

**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 Wright Construction for the removal and repair of the roof at Memorial Hall.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 28<sup>th</sup> day of July, 2022, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk





helping you build your legacy · commercial contractor · design/builder · construction manager

## PROPOSAL

PROPOSAL SUBMITTED TO <b>Tammy Seamonds</b>		PHONE <b>755-2146</b>	DATE <b>8/7/2022</b>
City Of Osawatomie		JOB NAME <b>RFP - Memorial Hall Roof</b>	
STREET <b>439 Main St.</b>		JOB LOCATION <b>Memorial Hall</b>	
CITY, ST, ZIP <b>Osawatomie, KS 66064</b>		<b>411 11th Street</b>	JOB PHONE
ARCHITECT <b>per owner's direction</b>	DATE OF PLANS <b>n/a</b>	<b>Osawatomie, KS 66064</b>	JOB FAX

**We Propose** hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: \$ **198,998**  
**One hundred ninety-eight thousand nine hundred ninety-eight dollars**

Payment to be made as follows: **Monthly progressive payments, due within 7 days, 0 retainage**

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

AUTHORIZED SIGNATURE

by:  Rob George

TITLE: Estimator

Note: This proposal may be withdrawn  
by us if not accepted within **30** days.

Remove the existing gutter, fascia, soffit panel, box beams, east proscenium, east wood stage area. Dispose of off-site.  
 Remove roofing in its entirety, repair sheathing as required, remove sheathing at northwest hip and replace hip girder joist, tie remaining rafters back into new hip, resheath the affected area, furnish and install new roofing & substrate.  
 Replace damaged soffit framing/fascia framing as required. Install new fascia and soffit and box beams.  
 Install new gutter around building with short turn-out downspouts.  
 Paint new fascia, soffit, box beams.  
 Cleaning of masonry where was painted by previous work.  
 Replace can lights in soffit and add where needed.  
 Including dumpsters, chemical toilet, temporary fencing, safety barricades, etc.

Excludes any other work not specifically listed above.

All debris to be removed from site.  
 Including worker's comp & G/L insurance.  
 Including supervision, labor, tools, and equipment to accomplish the scope of work.

Payment and performance bonds are not included.

With our current schedule as well as the heat, we cannot/will not start any work until fall if not winter.  
 We will procure materials in the mean time, but we will not move on site until we are able to start and stay until completion.

A project tax exemption certificate will be required prior to beginning any work, otherwise sales and remodel taxes will be added to the cost of this job. We exclude building permit fees.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Legacy Contractors, LLC is authorized to do the work as specified. Payment will be made as outlined above or pay finance charges.

Date of acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

## Memorial Hall Building Repair - Request for Proposal

City of Osawatomie,

Thank you for considering us for the RFP on the Memorial Hall Building Repair. Below, you will find the scope of work as well as our bid.

- Remove the existing guttering, box beams, the east proscenium arch, the east wooden stage,
- Removal of the entire roof, remove and replace roof sheathing as needed,
- Removal of roof sheathing at the northwest hip and replace hip girder joists, tie remaining rafters back into new hip, re-sheath the affected area,
- Furnish and install new roofing and substrate, (with similar colored shingles)
- Replace damaged fascia framing,
- Replace damaged soffit framing as needed.
- Install new fascia, soffit, and box beams.
  - Soffit material will go back with tongue and groove 'car-siding' that will be painted after installation
- Install new gutter w/ downspouts
  - Our bid reflects installing 6" gutters
- Clean the masonry where paint from previous work has been completed
- Replace can lights with new LED lights as needed.
- A 6-foot-tall safety fence and barricades will be required at this job
- This estimate reflects removing the stage over the stairs
- This bid reflects providing ariel lift equipment as telehandler / forklifts as needed
- This bid reflects providing dumpsters, removing the material, and hauling to a landfill

Safety is a top priority of ours and we will have the job site secured during the entirety of the project. The project will be fenced off and we will protect the area from falling debris.

Anticipated Start Date: August 8, 2022

Anticipated Completion Date: September 23, 2022

Project Cost: \$118,400.00

This project is not bonded.

- Wright Investment Properties LLC. (also known as Wright Construction)
- 33510 W. 363<sup>rd</sup> St. Osawatomie, KS 66064
- Phone Number: Tyler Wright – (913)472-2463
- Email Address: [tylerdwright@icloud.com](mailto:tylerdwright@icloud.com);
- Warranty: Limited Lifetime Warranty on Roofing Material



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.F
	Date:	July 25, 2022
Deputy City Manager	From:	Bret Glendening

**RE:** Resolution 1027 – Establishing policies and procedures for future annexations and directing the initiation of annexation proceedings for existing city owned parcels of land.

**RECOMMENDATION:** Approve Resolution 1027

**DETAILS:** This resolution details in Section 1, the requirements city staff must provide to the council when bringing annexations to the fore. Section 2 directs city staff to perform a review of all city owned property and confirm that all city owned property is currently within city limits, and if it is not, bring it before the council for annexation, following the procedures detailed in Section 1. Section 3 discusses current parcel(s) for annexation as shown in Exhibit A.

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

## **RESOLUTION NO. 1027**

### **A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS SETTING FORTH THE POLICIES AND PROCEDURES FOR FUTURE ANNEXATIONS INTO THE CITY OF OSAWATOMIE AND DIRECTING THE INITIATION OF ANNEXATION PROCEEDINGS FOR EXISTING CITY OWNED PARCELS OF LAND**

**WHEREAS**, two years ago, the City of Osawatomie set forth five community-wide goals; and

**WHEREAS**, one of those goals is to provide an environment in which our economy can thrive and economic development can occur organically; and

**WHEREAS**, economic development needs to occur within the existing corporate limits of the City of Osawatomie, but also entails bringing into our corporate limits, other parcels of land that can drive the pull factor of the community; and

**WHEREAS**, having a diverse economic engine within a community helps to drive a diversified source of revenues from which the community can rely on to help improve not only its financial stability, but also the other four goals the City of Osawatomie set forth which are: cleaning the community up, improved housing stock of all types, repairing and maintaining streets, and hard/soft infrastructure.

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

**SECTION ONE:** The Governing Body hereby directs the City Manager to:

- 1.) Prepare the necessary resolutions and/or ordinances required to annex land into the City of Osawatomie regardless of ownership status.
- 2.) Prepare any maps or plats that may be required as supporting documentation for annexations of any land, regardless of ownership status.
- 3.) Notify surrounding property owners of the intent of the City of Osawatomie to annex said parcels.
- 4.) Prepare an estimate of cost to extend services to the parcels under consideration for incorporation.
- 5.) Perform a review of state statute to confirm that all other legal requirements have been met to complete the annexation.

**SECTION TWO:** The Governing Body further directs the City Manager to utilize the process set forth in Section 1 hereof for all city owned land that is not already in the corporate limits of the City of Osawatomie.

**SECTION THREE:** The current parcel(s) under consideration for annexation is found in **Exhibit A** of this **Resolution 1027**.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 28<sup>th</sup> day of July 2022, a majority being in favor thereof.

Resolution No 1027 cont.

**APPROVED AND SIGNED** by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk

**EXHIBIT A**



## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	10.G
	Date:	July 26, 2022
City Manager	From:	Mike Scanlon

**RE:** Resolution 1028 making certain findings and determinations as to the need for the housing within the City of Osawatomie, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City.

**RECOMMENDATION:** That the City Council approve Resolution 1028 and establish a Rural Housing Incentive District (RHID) within the city.

**DETAILS:** Resolution 1028 and the Housing Needs Analysis that is included in the Resolution make up the first steps in the formation of an RHID in the City of Osawatomie. RHIDs have become a very common tool in the development of residential housing in rural Kansas. RHIDs have been used in Newton, Pittsburg, Hays, Dodge City and Atchison, KS to name a few. This tool was recently expanded to allow up to a 25-year reimbursement and now can be used in reinvesting in second story downtown buildings for residential uses.

Related Statute / City Ordinances	Resolution 921, Resolution 1003
Line Item Code/Description	NA
Available Budget:	NA

**RESOLUTION NO. 1028**

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR THE HOUSING WITHIN THE CITY OF OSAWATOMIE, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.**

---

**WHEREAS**, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city or County with a population of less than 60,000, to designate rural housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Osawatomie, Kansas (the “City”) has an estimated population of 4,279 (2020) and is located in Miami County, Kansas; and

**WHEREAS**, the Governing Body of the City has performed a Housing Needs Analysis dated July 22, 2022 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Osawatomie, Kansas, as follows:

**Section 1.** The Governing Body has as part of this Resolution adopted the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

**Section 2.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.



**Section 3.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**Section 4.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

**Section 5.** The Governing Body hereby finds and determines that the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

**Section 6.** Based on the findings and determinations contained in Sections 2 through 5 of this Resolution, the Governing Body proposed to establish a rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described and depicted in the map in Exhibits “A” attached hereto.

**Section 7.** This Resolution shall take effect after its adoption and publication once in the official City newspaper.  
APPROVED AND PASSED by the Governing Body of the City of Louisburg, Kansas, this 28<sup>th</sup> day of July, 2022.

---

Nick Hampson, Mayor

ATTEST:

---

Tammy Seamands, City Clerk

APPROVED AS TO FORM:

---

Jeffrey W Deane, City Attorney

Exhibit "A"  
Legal Description

**Being finalized for inclusion**



City of Osawatomie,  
Kansas

# HOUSING STUDY AND NEEDS ASSESSMENT



Canyon Research Southwest, Inc,  
505 Ellicott Street, Suite A202  
Buffalo, NY 14203

July 2022

---

# **CANYON RESEARCH SOUTHWEST, INC.**

---

**COMMERCIAL REAL ESTATE RESEARCH AND ANALYSIS**

## **HOUSING STUDY AND NEEDS ASSESSMENT CITY OF OSAWATOMIE, KANSAS**

July 2022

Prepared for:

City of Osawatomie, Kansas  
439 Main Street  
Osawatomie, KS 66064

Prepared by:

Canyon Research Southwest, Inc.  
505 Ellicott Street, Suite A202  
Buffalo, NY 14203

PR# 2022.07.03

**505 ELLICOTT STREET, SUITE A202 / BUFFALO, NY 14203 / (716) 327-5576**

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# CANYON RESEARCH SOUTHWEST, INC.

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COMMERCIAL REAL ESTATE RESEARCH AND ANALYSIS

July 22, 2022

Michael Scanlon  
City Manager  
City of Osawatomie  
439 Main Street  
Osawatomie, KS 66064

Re: Housing Study and Needs Assessment  
City of Osawatomie, Kansas

Mr. Scanlon;

The City of Osawatomie, Kansas is seeking to establish a Rural Housing Incentive District ("RHID") under K.S.A. 12-5244(a). The Rural Housing Incentive District Act provides cities and counties a program to assist developers to build housing in rural communities by assisting in the financing of public improvements. A requirement of establishing a RHID the governing body of the city or county must conduct a housing needs analysis to determine what, if any, housing needs exist within the community.

The Rural Housing Incentive District Act identifies four findings and determinations which must be included in the housing needs analysis. These criteria form the primary basis upon which the Secretary of the Kansas Department of Commerce will review the housing needs analysis and consider its approval.

Canyon Research Southwest, Inc. has prepared the enclosed *Housing Study and Needs Assessment*. The objective of the study was to address the four findings and determinations outlined by the Rural Housing Incentive District Act as they relate to the Osawatomie housing market.

Based on the findings of the *Housing Study and Needs Assessment* a conclusion was made applying the Rural Housing Incentive District Act's four findings and determinations as to the need and eligibility of the City of Osawatomie as a RHID have been met. In addition, the suitability of the City-owned 9.75-acre parcel located east of 6<sup>th</sup> Street between Chestnut and Kelly Avenues as a single-family home subdivision development site was evaluated.

Upon review of the report, should any questions arise, or additional information requested, contact me directly at (716) 327-5576.

Respectfully submitted,

**CANYON RESEARCH SOUTHWEST, INC.**

Eric S. Lander, Principal

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Principal of Canyon Research Southwest, Inc.	

# SUMMARY OF MAJOR FINDINGS

The City of Osawatomie, Kansas is seeking to establish a Rural Housing Incentive District (“RHID”) under K.S.A. 12-5244(a). The Rural Housing Incentive District Act provides cities and counties a program to assist developers to build housing in rural communities by assisting in the financing of public improvements. A requirement of establishing a RHID is the governing body of the city or county must conduct a housing needs analysis to determine what, if any, housing needs exist within the community.

Of behalf of the City of Osawatomie, Canyon Research Southwest, Inc. has prepared a *Housing Study and Needs Assessment* that evaluates the City’s for-sale and rental housing markets. The report’s major findings are summarized in the text below.

## **Demographic and Economic Overview**

A community’s changing demographic trends have a significant impact on the local housing market. Those population demographics that play a role in shaping the composition of a local housing market include population growth, age distribution, household composition, educational attainment, and household income.

From 2000 to 2020, Osawatomie experienced an 8.4 percent decline in population, losing 390 residents. As a result of the declining population, over the past 15 years or so new home construction was stagnant. Favorable interest rates assisted in supporting a recent trend in investors purchasing homes in Osawatomie, renovating them, and selling at a profit. This “flipping” activity has transitioned into a modest volume of infill new home construction.

The age composition of a community’s population plays a significant role in the demand for various housing types. As a person ages, their housing needs change. Over the next five years the elderly (65+ years), adolescent ages 0 to 14 years, and young adults ages 25 to 34 years are forecast to support the largest gains in population in Osawatomie. The future age demographic trends suggest a need for affordable rental housing, entry-level housing, and senior housing.

Compared to statewide averages, Osawatomie has above average rates of single parent households, households with one or more people under 18 years of age, and households with one or more people 65+ years of age. Osawatomie supports below average rates of married couple households and married couple households with children present. These household composition characteristics suggest a need for single-family housing, rental housing, and senior housing.

Because income increases with advancing educational attainment, communities with high education levels generally support higher rates of homeownership and housing values. The educational attainment levels of Osawatomie residents favor entry-level homeownership and renting. Demand for entry-level for-sale housing and rental housing is supported by the fact that the highest level of education for 49.7 percent of renters is a high school degree. The 16.2 percent of Osawatomie residents with a bachelor’s or graduate degree are candidates to be homeowners of more expensive move-up housing.

The 39.6 percent of households in Osawatomie earning less than \$35,000 annually tend to be perpetual renters with the lowest income households potentially qualifying for some form of housing assistance. The 31.1 percent of households earning \$35,000 to \$74,999 create a need for

**Canyon Research Southwest, Inc.** iii



rental housing and entry-level, for-sale housing, with the highest income households supporting the need for move-up, for-sale housing. The 29.1 percent of Osawatomie households earning \$75,000 or more create a market for move-up and upscale housing.

To conclude, Osawatomie's diverse population demographics produce the need for a wide range of rental and for-sale housing product. A strong need exists for income-based and market-rate rental housing. Those households earning \$35,000 to \$49,999 annually create the need for entry-level, for-sale housing. The median household income for those householders 25 to 44 years of age supports a need for quality rental housing and for-sale, move-up housing. High-income households create a need for upscale, for-sale housing. The large population of residents 65+ years of age will create a growing need for senior housing.

## **Housing Market Overview**

Osawatomie's housing stock totals 1,826 dwelling units. Detached single-family homes comprise 85.6 percent of Osawatomie's housing stock. Properties with 3 or 4 dwelling units account for 4.8 percent of the total housing stock, while multi-family structures with 10 or more dwelling units account for 6.4 percent.

Owner-occupied housing accounts for 61.5 percent of Osawatomie's occupied housing stock with rental housing amounting to 38.5 percent. By comparison, statewide owner-occupied housing accounts for 66.2 percent of the occupied housing stock with rental housing accounting for 33.8 percent. In Osawatomie, detached single family homes account for 95.1 percent of all owner-occupied housing units and 65.5 percent of all occupied rental housing units. Multi-family structures with 3 to 4 rental units account for 14.0 percent of all renter-occupied units while properties with ten or more dwelling units account for 18.7 percent.

The rate of homeownership in Osawatomie increases as a householder gets older, peaking at 27.7 percent for those householders 35 to 44 years of age. Elderly 65 years and older account for 19.4 percent of homeownership, suggesting in coming years the inventory of available for-sale housing units may increase.

Nearly 21 percent of households in Osawatomie under the age of 35 years are renters. The rate of renter households remains high among older householders, amounting to 17.9 percent for those 45 to 54 years of age and 13.5 percent for those 55 to 64 years. Senior households 65 years and older account for 38.5 percent of all renter households in Osawatomie.

Nearly three-quarters of homeowner households in Osawatomie have a median income of \$50,000 or more, with 14.7 percent of households with median incomes of \$100,000 or more. By comparison, just 20.7 percent of renter households possess a median income of \$50,000 or more. A reported 19.7 percent of renter households have median incomes of less than \$15,000 and may qualify for rental assistance. The 41.3 percent of renter households possessing a median income of \$35,000 to \$74,999 and represent the market-rate rental market.

Nearly three-quarters of both homeowners and renters in Osawatomie pay \$500 to \$1,499 per month on housing expenses. This trend may be due to the predominance of single-family housing for both homeowners and renters. Interestingly, the median monthly housing cost for rents of \$883 exceeds that of \$848 for homeowners.

Osawatombie's current and future demographics and mix of housing suggests that additional emphasis on affordable rental housing and for-sale housing is needed to foster a more diverse housing market that meets the needs of a wider range of household types. The large number of households with incomes of less than \$25,000 suggest a need for affordable rental housing. There also appears to be a growing need for affordable for-sale housing priced under \$150,000 and move-up housing priced at \$250,000 and above.

## **For-Sale Housing Market**

Detached single-family homes in Osawatombie garner an above average share of the owner-occupied housing market. Specifically, detached single-family homes in Osawatombie accounts for 95.1 percent of Osawatombie's owner-occupied housing stock, compared to 92.1 percent for the State of Kansas. The inventory of owner-occupied housing units in Osawatombie has declined from 1,264 units in 2013 to 993 units by 2020. Meanwhile, no owner-occupied multi-family housing units were reported in Osawatombie, compared to 0.9 percent statewide.

Osawatombie's median housing value of \$89,000 is well below the statewide median of \$157,600. Nearly two-thirds of Osawatombie's owner-occupied housing stock is valued under \$100,000. Osawatombie's lagging housing values are due in large part a much older housing stock that is small and lacks the amenities of modern housing. Much of Osawatombie's housing stock is also in poor condition relative to the statewide inventory. The lack of quality housing stock is a huge issue when local employers are recruiting new employees.

From January 2021 to June 2022, a total of 94 homes sold in Osawatombie at a median price of \$131,250. Two- and three-bedroom homes accounted for 38.3 percent and 47.9 percent of all homes sales, respectively. Over 57 percent of the homes sold for less than \$150,000 while just 16.0 percent sold for \$200,000 or more.

Seventeen homes in Osawatombie are currently on the market for sale with 14 homes under contract. The homes on the market are priced from \$85,000 to \$350,000, averaging \$167,276. The pending home sales are under contract for \$15,000 to \$249,000, averaging \$150,529. These market factors indicate that the Osawatombie entry-level for-sale housing market continues to support strong demand while the move-up housing market is beginning to gain traction.

From 2000 through 2019, just two single-family homes were built in Osawatombie. There has been escalating activity in Osawatombie by small investors to purchase, renovate, and flip homes. The renovated homes have been well received into the market, prompting recent new single-family home construction. New home construction in Osawatombie totaled three homes in 2020 and eleven homes in 2021. According to the MLS, since January 2021, six new homes sold in Osawatombie, priced from \$205,000 to \$254,000. One additional new home is currently on the market for sale priced at \$249,000.

Based on the market acceptance of new homes in Osawatombie and with 12.1 percent of Osawatombie households earning \$75,000 to \$99,999 annually, a larger market for housing priced from \$200,000 \$299,999 appears supportable.

The principal constraint in attracting homebuilders to Osawatombie is the limited availability of large tracts of land serviced with utility and road infrastructure. Recent homebuilding activity has

focused on infill lots. Some infill lots remain in town, but many are in undesirable locations (i.e., near train tracks) or are in areas that aren't accessible by large equipment needed to build homes.

## **Rental Housing Market**

By 2020, Osawatomie's housing stock totaled 1,826 dwelling units, of which 11.2 percent, or just 303 dwelling units were in multi-unit structures. By comparison, multi-family housing accounts for 18.4 percent for the State of Kansas housing stock. Osawatomie's multi-family housing stock consists of entirely of properties with 3- to 4-units or 20 or more dwelling units.

Rental housing accounts for 38.5 percent of Osawatomie's occupied housing stock which exceeds the statewide average of 33.8 percent. From 2012 to 2018, the inventory of renter-occupied housing units in Osawatomie increased from 467 units to 671 units. By 2020, the inventory of renter-occupied housing declined slightly to 621 dwelling units. One-unit detached housing accounts for 65.5 percent of the occupied rental housing stock.

A shortage of quality rental properties exists in Osawatomie with single family homes accounting for most of the market-rate stock. Over three-quarters of Osawatomie's rental housing was built prior to 1940. As a result, most of Osawatomie's rental housing is old and lacks the modern design and amenities of newer properties.

The median rent in Osawatomie of \$799 per month compares to the statewide average of \$863. Nearly 54 percent of Osawatomie's rental stock supports rents of \$500 to \$999 per month with 26.1 percent rented at \$1,000 to \$1,499 per month. Just 10.2 percent of the housing stock rented for excess of \$2,000 per month. These rents are reflective of the age and poor quality of Osawatomie's rental housing stock.

For 46.3 percent of Osawatomie households, the gross rent accounts for 30 percent or more of total income which exceeds the statewide average of 34.2 percent. These households are experiencing rental stress which is defined as paying more than one-third of household income on rent.

No market-rate rental apartment properties currently operate in Osawatomie. At the time of this study market-rate housing available for rent in Osawatomie was limited to three single-family homes, mobile home, and apartment units. The absence of market-rate rental apartments in Osawatomie places a significant constraint on the ability of many individuals and families to obtain suitable rental housing.

An estimated 17.0 percent of Osawatomie households earn less than \$15,000 per year which creates demand for income-based rental assistance. Seniors 65+ years of age account for 15.2 percent of the city's total population, fueling demand for senior housing. Income-based rental housing in Osawatomie is limited to 64 units catering to families and singles and 102 units serving seniors. All the income-based properties are now fully rented.

The primary barrier for prospective renters in Osawatomie is the limited availability of quality market-rate and rental assistance housing units. A quality rental housing stock is an important component in fostering a healthy for-sale housing market by offering prospective residents the opportunity to live in the community before buying a home. Current market conditions and

demographics suggest Osawatomie is in need of additional market-rate and income-based rental housing.

## **Housing Need Forecast**

Through latent demand and population growth, new housing need from 2022 through 2027 in Osawatomie is estimated at 65 to 88 dwelling units. The mix of new housing is estimated at 39 to 53 owner-occupied units and 26 to 35 rental units. The breakdown of new for-sale housing and rental housing need by price range through 2027 is illustrated in the table below.

### **Forecast New Housing Need by Product Type City of Osawatomie, Kansas; 2022-2027**

Housing Type	Affordability Factor % of Households	Total Housing Units	
		Low	High
<b>Owner-Occupied Housing (\$ Value)</b>			
Under \$150,000	20%	8	10
\$150,000 to \$199,999	20%	8	11
\$200,000 to \$249,999	30%	12	16
\$250,000+	30%	11	16
<b>Total Owner-Occupied Housing Need</b>		<b>39</b>	<b>53</b>
<b>Renter-Occupied Housing (Monthly Rent)</b>			
Under \$500	15%	4	5
\$500 to \$799	25%	6	9
\$800 to \$999	25%	8	11
\$1,000 to \$1,499	25%	5	7
\$1,500+	10%	3	3
<b>Total Renter-Occupied Housing Need</b>		<b>26</b>	<b>35</b>
<b>Total Housing Need</b>		<b>65</b>	<b>88</b>

Source: Canyon Research Southwest, Inc.

## **Site Evaluation**

Based on standard site selection criteria the City-owned property located east of 6<sup>th</sup> Street between Chestnut and Kelly Avenues is suitable for the development of single-family home subdivision, offering the necessary physical attributes; infrastructure; zoning; visibility and exposure; access; and proximity to housing demand generators and services.

Assuming 25 percent to 30 percent of a single-family subdivision's land area is dedicated to street right-of-way and public space, assuming a standard lot size of 9,000 square feet, the subject property could accommodate an average density of approximately 3.4 to 3.6 dwelling units per acre. Therefore, the 9.75-acre parcel could support up to 35 homesites.

# **Rural Housing Incentive District**

The Rural Housing Incentive District Act identifies four findings and determinations which must be included in the housing needs analysis. These criteria form the primary basis upon which the Secretary will review the housing needs analysis and consider its approval. Based on the findings of the *Housing Study and Needs Assessment* for the City of Osawatomie, the four findings and determinations outlined by the Rural Housing Incentive District Act were addressed.

**1) There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private housing developers.**

Osawatomie suffers from a shortage of quality housing at various product types and price points. Osawatomie homebuyers find it very difficult to find quality, affordable housing that doesn't require considerable renovation and upgrades.

Osawatomie's housing stock is old with nearly half of the existing inventory built prior to 1940 and only 6.9 percent built since 1980. Osawatomie's older housing stock is generally in poor condition, small, and lacks the modern amenities sought by homebuyers that are provided in newer housing. In addition, the city's housing stock has declined from 1,947 dwelling units in 2000 to 1,826 dwelling units by 2020. From 2000 through 2019, just two single-family homes were constructed in Osawatomie.

Osawatomie's for-sale housing stock is heavily skewed toward low-priced housing with very little housing upper-end product. As reported by the *American Community Survey 2020*, 62.5 percent of Osawatomie's owner-occupied housing stock was valued under \$100,000 compared to 30.1 percent for the state of Kansas. About 35 percent of Osawatomie's owner-occupied housing stock is valued at \$100,000 to \$199,999, none valued at \$200,000 to \$299,999, and just 2.3 percent valued over \$300,000. The abundance of lower priced homes is attributed to the age, size, and condition of Osawatomie's housing stock.

The lack of quality housing is a major issue for local employers when recruiting employees from outside of the area. In most cases, new employees end up securing housing outside of Osawatomie as the available housing stock doesn't meet their needs.

From 2015 to 2020, home values in Osawatomie appreciated in value by 8.0 percent which lags the statewide rate of 19.4 percent. By 2020, the median housing value in Osawatomie of \$89,000 compared to the statewide rate of \$157,600. The well below average median home value and rate of appreciation is directly linked to the characteristics and condition of Osawatomie's housing stock.

According to the *American Community Survey 2020*, for 31.4 percent homeowner households and 46.3 percent of renter households in Osawatomie housing costs amount to 30 percent or more of total household income. These households are experiencing housing cost stress which is defined as paying more than one-third of household income on housing.

Osawatomie's housing stock supports a disproportionately high rate of detached single-family homes and a small inventory of attached, multi-family housing product. Detached single-family homes account for 85.6 percent of Osawatomie's housing stock, compared to the statewide average

of 72.7 percent. Multi-family housing account for just 11.2 percent of the total housing stock, compared to 18.4 percent for all of Kansas. Due to the below average inventory of multi-family housing in Osawatomie, detached and attached single-family homes account for nearly two-thirds of all occupied rental housing units. No large-scale, market-rate apartment properties exist in Osawatomie.

Osawatomie residents age, education, and income demographics suggest a more diverse mix of for-sale and rental housing is supportable. The market warrants quality entry-level for-sale housing, move-up housing priced over \$200,000, and quality market-rate rental housing. The abundance of low-income households and full occupancy of existing income-based rental properties suggest additional housing inventory is needed.

According to the *American Community Survey*, 23 percent of households in Osawatomie possess incomes under \$25,000 and potentially qualifying for some form of housing assistance. The current inventory of income-based rental housing in Osawatomie totals just 64 dwelling units for singles and families and 102 dwelling units for seniors, all of which are occupied. According to leasing agents for the existing income-based apartment properties the demand for affordable rental housing in Osawatomie has been strong for several years.

Despite in recent years the rate of renovations and resales in Osawatomie has increased and eleven new homes have been built or are under construction, the level of new quality housing has fallen far short from correcting the imbalanced housing market for both owner-occupied housing at a wide range of price points that meets the needs of today's homebuyers. New home construction has focused on existing infill lots serviced with utilities. A larger inventory of vacant lots in Osawatomie is required to stimulated increased new home construction, including infill lots and vacant land.

To conclude, Osawatomie suffers from a shortage of quality for-sale and rental housing at various price points. Market constraints such as the limited inventory of available vacant lots and raw land serviced by infrastructure has hampered efforts by the City and homebuilders to provide sufficient new housing inventory to alleviate the housing shortage.

**2) The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county.**

From 2000 to 2019, just two new housing units were constructed in Osawatomie. During 2020 and 2021, 14 homes were built. The new homes provide the design and amenities homebuyers seek and have illustrated a market exists for homes priced from \$200,000 to \$250,000. This modest level of new residential construction is insufficient to foster a balanced housing market in Osawatomie.

Housing built prior to 1940 accounts for nearly half of the city's total housing stock. The low costs of much of the city's older housing stock has prompted an upturn in the investment by "flippers" who buy, renovate, and sell at a profit. While the increased level of activity by flippers has produced more quality, affordable housing in Osawatomie, it is insufficient to foster a balanced housing market.

The principal constraints in facilitating new residential construction in Osawatomie is a modest inventory of vacant infill lots and lack of residential land serviced by the necessary infrastructure. A larger inventory of vacant lots and developable land is required to escalate the rate of new home construction activity in Osawatomie.

To conclude, the shortage of quality housing in Osawatomie is expected to persist as attracting builders has proven difficult given the modest inventory of vacant lots and residential land serviced with infrastructure. Additional economic incentives are necessary in order to extend infrastructure needed to facilitate new lot inventory, encourage builders to construct new housing, and private property owners to invest in home renovations.

**3) The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county.**

Over the past 50 years Osawatomie's population has been stagnant and from 2000 to 2020 experienced an 8.4 percent decline in population, losing 390 residents. The lack of population growth places constraints on the local workforce which adversely impacts new business recruitment and opportunities for existing businesses to grow and expand. The city's existing population of 4,255 residents place constraints on the ability to attract retail businesses need to support area residents.

Continued economic expansion is critical to the economic and fiscal health of a community. To be competitive in attracting businesses a community must offer an excellent quality of life that includes a variety of housing at a wide range of price points, quality schools, low crime, ample recreational entertainment opportunities, and a pro-business environment.

The lack of quality housing is a major issue for local employers when recruiting employees from outside of the area. In most cases, new employees end up securing housing outside of Osawatomie as the available housing stock doesn't meet their needs.

A diverse housing market is a key factor in influencing a community's economic growth and development. Communities with a variety of for-sale and rental housing offer employers a diverse workforce. The shortage of quality for-sale and rental housing is a deterrent to the future economic growth and development of Osawatomie. To be more attractive to prospective businesses, support a diverse mix of residents and skills, and be more competitive with other communities in the arena of economic development, Osawatomie must improve the selection of its housing stock.

While the City of Osawatomie applies all available statutory incentives to attract businesses and job growth, in recent years economic growth and development has been modest. Economic indicators that are reflective of a community's economic growth and development include trends in total assessed valuation, construction, and retail sales tax collections. The City of Osawatomie's total assessed valuation rose from \$22,285,924 in 2015 to \$23,217,564 by 2018, increasing at an annualized rate of just 1.4 percent. Increased assessed valuation associated with new improvements amounted to \$15,789 in 2015, \$26,051 in 2016, \$89,160 in 2017, and \$424,191 in 2018. The City sales tax collections increased from \$261,754 in 2014 to \$355,682 in 2021. New home construction in Osawatomie totaled 14 homes during 2020 and 2021. These economic indicators suggest that in recent years the City of Osawatomie has experienced modest economic expansion.

The City of Osawatomie's inability to meet prospective companies site requirements hampers the ability to attract employers. Lost economic development opportunities are a symptom of the City's inability to effectively compete with other communities as it pertains to infrastructure, workforce, and housing.

To conclude, the shortage of quality for-sale and rental housing at various price points places the City of Osawatomie at a considerable disadvantage in competing for and fostering future economic growth and development. The shortage of quality housing hampers population growth and the ability to offer prospective businesses a diverse workforce and a growing economy.

**4) The future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.**

To properly stimulate the Osawatomie new housing market the greatest hurdle to overcome is providing a larger inventory of vacant lots to entice builders to construct new housing as well as extend infrastructure to residentially zoned land to ensure a continued long-term pipeline of building sites. The principal constraint in providing additional lot and land inventory is the City's ability to fund the necessary improvements.

To facilitate future residential construction, new roads need to be constructed and utility lines extended. The City of Osawatomie owns a 9.75-acre parcel of land serviced with off-site infrastructure that is being considered for future development of a single-family subdivision. With a current total assessed valuation of \$23.2 million the City's bonding capacity is limited and may not be sufficient to fund the required street and infrastructure improvements to the property. Alternative funding sources may likely be required to facilitate development of a single-family home subdivision at the property.

To conclude, City of Osawatomie applies all available statutory incentives to attract businesses and job growth, but lack incentives needed to invest in infrastructure required to stimulate new home construction and population growth. Additional incentives are needed by the City to spur the construction of new housing. Without a substantial investment in infrastructure and the resulting increase in available residential lots and serviced tracts of land designated for future residential use the Osawatomie housing market will continue to suffer from modest new home construction activity and unmet housing market needs. Osawatomie's continued housing imbalance will place significant constraints on the ability to attract employers and foster continued population and economic growth.

Based on the findings of the *Housing Study and Needs Assessment* it has been determined that the City of Osawatomie qualifies as a Rural Housing Incentive District. Osawatomie suffers from a severe shortage of quality for-sale and rental housing at various price points with economic incentives necessary to encourage builders to construct new housing. The economic incentives could be used to fund the construction of additional residential lots and the extension of infrastructure to land designated for future residential use.



**HOUSING STUDY AND NEEDS ASSESSMENT  
CITY OF OSAWATOMIE, KANSAS**

July 2022

# INTRODUCTION

## **Study Objective and Organization**

The City of Osawatomie, Kansas, is seeking to establish a Rural Housing Incentive District (“RHID”) under K.S.A. 12-5244(a). The Rural Housing Incentive District Act provides cities and counties a program to assist developers to build housing in rural communities by assisting in the financing of public improvements. Part of the process of establishing a RHID requires the governing body of the city or county to conduct a housing needs analysis to determine what, if any, housing needs exist within the community. The housing needs analysis must then be adopted by the governing body and is subject to the review and approval of the Kansas Department of Commerce.

The Rural Housing Incentive District Act identifies four findings and determinations which must be included in the housing needs analysis. These criteria form the primary basis upon which the Secretary for the Kansas Department of Commerce will review the housing needs analysis and consider its approval. Guidance with respect to those four findings is provided below.

1. There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county;
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county; and
4. The future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.

As part of the process in establishing a RHIS, the City of Osawatomie retained Canyon Research Southwest, Inc. to prepare a *Housing Study and Needs Assessment*. The objective of the study is to quantify the supply and demand for both owner-occupied and renter-occupied housing in Osawatomie and provide a strategic plan to support a sustainable and diverse housing stock.

The *Housing Study and Needs Assessment* is segmented into six sections, including: 1) a community-wide demographic and economic analysis, 2) define the characteristics of existing housing stock, 3) for-sale housing analysis, 4) rental housing analysis, 5) near-term housing need projections, and 6) prospective development site evaluation. The study involved both primary and secondary sources of data gathering.

The Demographic and Economic Analysis section identifies the City’s demographic and economic characteristics impacting the local housing market including population and household growth trends, household types, household income, educational attainment, and historical employment growth trends. This section of the report provides the baseline data necessary in forecasting future demand of for-sale and rental housing in Osawatomie. The demographic profile of a community affects housing demand and the types of housing that are needed. The housing life-cycle stages are: entry-level households, first-time homebuyers and move-up renters, move-up homebuyers,

empty-nesters, younger independent seniors and older seniors. The *American Community Survey* by the U.S. Census Bureau provided historical demographic data while demographic projections were supported by data published by Esri Business Analyst, a national demographic research firm. Quantifying these demographic and economic characteristics assisted in projecting the future demand for various housing types in Osawatomie.

The Housing Stock Characteristics section of the report assessed the status of Osawatomie's existing housing stock by identifying the inventory, age and composition of the City's existing housing, housing tenure and occupancies, inventory of for-sale and rental housing, and recent new home construction trends. The issues of barriers to new housing construction and housing affordability relative to household income levels were addressed. The goal was to identify current and future opportunities to support new housing in Osawatomie. Historical housing data for the City of Osawatomie was provided by the *American Community Survey* published by the U.S. Census Bureau.

The For-Sale Housing Analysis section addressed recent trends in the sale of existing single-family homes, current inventory of homes actively on the market, and a survey of active residential construction. The Multiple Listing Service (MLS) provided data on these market trends.

The Rental Housing Market Analysis section of the report surveyed market-rate and income-based housing communities in Osawatomie to gauge the inventory, quality, and occupancies of the current rental housing stock.

The Housing Demand section of the study provides current and 5-year housing demand forecasts by product type for the City of Osawatomie. Demand for additional housing was further provided by sales price range for both for-sale housing and by rental rate range for rental housing.

The Site Evaluation section of the study evaluates the suitability of the City-owned 10-acre parcel at 6<sup>th</sup> Street and Chestnut Avenue as a single-family home subdivision development site.

Based on the findings of the *Housing Study and Needs Assessment* for the City of Osawatomie the four findings and determinations outlined by the Rural Housing Incentive District Act were addressed.

## **Property Description**

The City of Osawatomie owns a 9.75-acre parcel of vacant land located just east of 6<sup>th</sup> Street between Chestnut and Kelly Avenues within the southern portion of the city. The property is relatively flat with vegetation limited to grass and a few scattered trees. All utilities are available to the property. Adjacent street improvements include two asphalt paved lanes of traffic, gutters, streetlights, and power lines on 6<sup>th</sup> Street; two asphalt paved lanes of traffic, curbing, and power lines on Chestnut Avenue; and two asphalt paved lanes of traffic and power lines on Kelly Avenue. Land uses fronting the east side of 6<sup>th</sup> Street include Country Vintage Inn, ten single-family homes, and Whistle Stop Café. Single-family homes border the property to the north and east with vacant land to the south. Photos of the city-owned property are on page 3 with an aerial view on page 4.

## **Photos of the City-Owned Property**



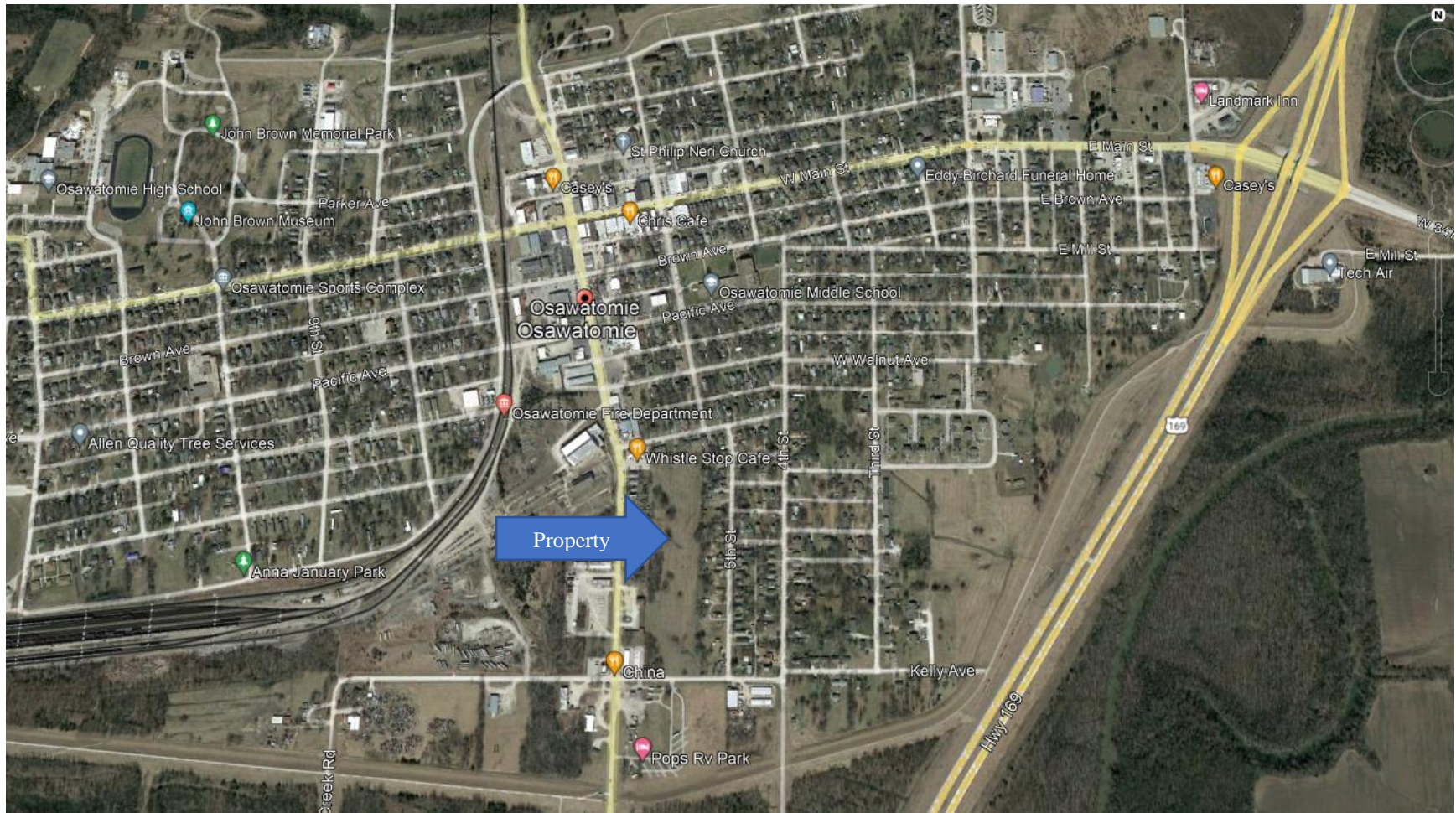
**Photo Looking South**



**Photo Looking East from Whistle Stop Café Parking Lot**



## Aerial Photo of the City-Owned Property



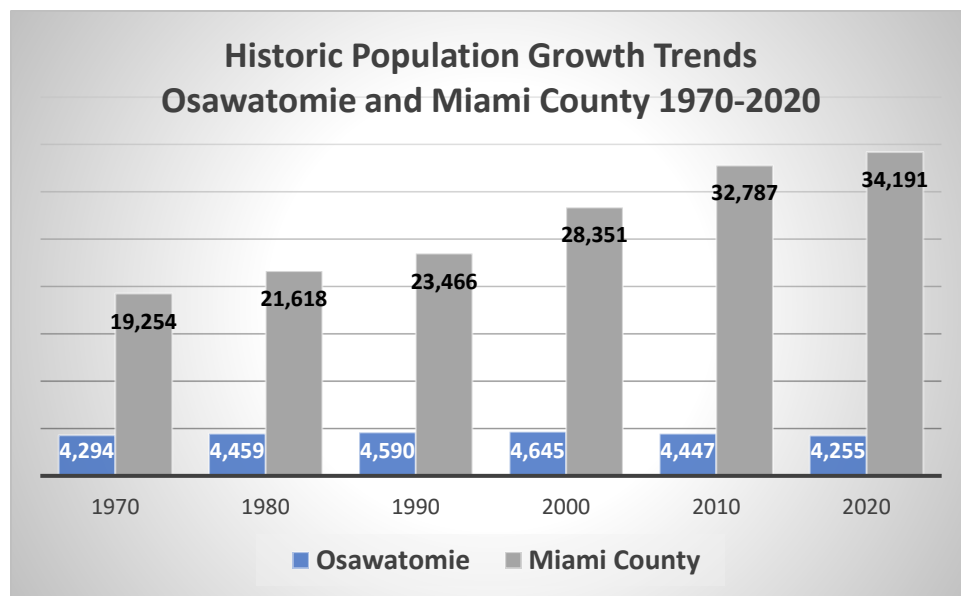
# DEMOGRAPHIC AND ECONOMIC ANALYSIS

This section of the report examines housing-related demographic and economic factors impacting Miami County and the City of Osawatomie, including population and household growth trends, age distribution, educational attainment, household income, and employment trends. Demographic data was provided by the U.S. Census Bureau with employment statistics provided by the U.S. Bureau of Labor Statistics. Five-year demographic projections were provided by Esri Business Analyst, a national demographic research firm. Quantifying these demographic and economic characteristics will assist in projecting the future demand for housing in the City of Osawatomie.

## Population and Household Growth Trends

Population and household growth are key components for quantifying the current housing market size and forecasting future demand. Osawatomie is in Miami County. From 1970 through 2000 the City of Osawatomie experienced steady though modest population growth, increasing by 8.2 percent to 4,645 residents by 2000. From 1970 through 2000, Miami County also recorded population gains, increasing by 47.2 percent, added 9,097 residents.

From 2000 to 2020, Miami County's population continued to grow, adding 5,840 residents. During the same 20-year timeframe Osawatomie experienced an 8.4 percent decline in population, losing 390 residents.



A community's population demographics play a significant role in the demand for housing. Of specific importance to the level and composition of a community's future housing demand are population growth, age distribution, household composition, and household income. Future employment and population growth are necessary to foster a healthy new housing market of both

for-sale and rental product. From 22.3 percent of the Miami County population in 1970, Osawatomie now accounts for just 12.4 percent of the County population.

### Historical Population Trends for the City of Osawatomie and Miami County

Osawatomie				Miami County			Osawatomie % of County
Year	Population	Change	Growth Rate	Population	Change	Growth Rate	
1970	4,294	-328	-7.10%	19,254	-630	-3.17%	22.30%
1980	4,459	165	3.84%	21,618	2,364	12.28%	20.63%
1990	4,590	131	2.94%	23,466	1,848	8.55%	19.56%
2000	4,645	55	1.20%	28,351	4,885	20.82%	16.38%
2010	4,447	-198	-4.26%	32,787	4,436	15.65%	13.56%
2020	4,255	-192	-4.32%	34,191	1,404	4.28%	12.44%

Source: U.S. Census Bureau.

A potential source of future housing demand in Osawatomie is the continued expansion of the Kansas City MSA that now supports a population of 2.2 million. Since 2000, the Kansas City MSA population has increased by 19.4 percent, adding 356,000 residents. The steady population growth has fueled continued new home construction at the edges of the metropolitan area.

Trends in household types for the City of Osawatomie are depicted in the table on the following page. From 2010 to 2020, the composition of households in Osawatomie shifted significantly with single parent households and senior households comprising larger market shares. Male households increased from 5.9 percent in 2010 to 28.8 percent by 2020, while female households rose from 8.7 percent to 12.6 percent over the same ten-year timeframe. Households with one or more people 65+ years old rose from 18.4 percent in 2010 to 29.6 percent by 2020. Senior households are expected to have a growing impact on the Osawatomie housing market including an increased demand for independent and assisted living facilities.

The number of married-couple households in Osawatomie declined from 45.6 percent in 2010 to 29.1 percent by 2020. The number of married-couple households with children under 18 years old declined from 26.5 percent in 2010 to 13.8 percent by 2020. Single person households accounted for 37.6 percent of all households in 2010, dropped to 34.0 percent by 2020. Seniors living alone also declined from 20.8 percent in 2010 to just 4.2 percent by 2020.

Compared to statewide averages, Osawatomie has above average rates of single parent households, households with one or more people under 18 years of age, and households with one or more people 65+ years of age. Osawatomie supports below average rates of married couple households and married couple households with children present. These household composition characteristics suggest a need for single-family housing, rental housing, and senior housing.

## City of Osawatomie Trends in Household Types

Household Type	Osawatomie 2010	% of Total	Osawatomie 2020	% of Total		Kansas 2020	% of Total
Total Households	1,700		1,614			1,141,985	
Family Households	1,052	61.9%	918	56.9%		731,014	64.0%
With Children Under 18 Years	700	41.2%	546	33.8%		326,380	28.6%
Married-Couple Family	776	45.6%	470	29.1%		576,150	50.5%
With Children Under 18 Years	451	26.5%	222	13.8%		231,619	20.3%
Male Householder, No Wife Present	101	5.9%	465	28.8%		210,431	18.4%
With Children Under 18	101	5.9%	52	3.2%		16,474	1.4%
Female Householder, No Husband Present	175	10.3%	516	32.0%		287,099	25.1%
With Children Under 18	148	8.7%	204	12.6%		53,063	4.6%
Householder Living Alone	611	37.6%	253	15.7%		178,052	15.0%
65 Years and Older	169	20.8%	67	4.2%		89,424	7.8%
Households with one or more people under 18	749	44.1%	549	34.0%		353,882	31.0%
Households with one or more people 65+	312	18.4%	477	29.6%		324,145	28.4%

Source: U.S. Census Bureau.



## Population Age Distribution Trends

The age composition of a community's population plays a significant role in the demand for various housing types. As persons age their housing needs change. Each age group is at a different stage in life and possesses differing housing needs that includes renting versus homeownership as well as the type of housing product (i.e., detached single family, attached townhouse and condominium, apartment, etc.).

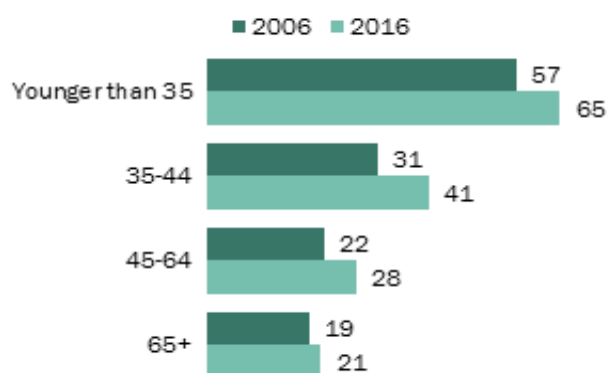
The total number of households in the United States grew by 7.6 million between 2006 and 2016. But over the same period, the number of households headed by owners remained relatively flat, in part because of the lingering effects of the housing crisis. Meanwhile, the number of households residing in rental housing increased significantly during that span, as did the share, which rose from 31.2 percent of households in 2006 to 36.6 percent by 2016. The current renting level exceeds the recent high of 36.2 percent set in 1986 and 1988 and approaches the rate of 37.0 percent reported in 1965.

Certain demographic groups – such as young adults and the lesser educated – have historically been more likely to rent than others. Young adults – those younger than 35 – continue to be the most likely of all age groups to rent. In 2016, 65 percent of households headed by people younger than 35 were renting, up from 57 percent in 2006. In 2016, about 41 percent of households headed by someone ages 35 to 44 were renting, up from 31 percent in 2006.

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### **About two-thirds of households headed by young adults are rentals**

*% of household heads who rent their home, by householder's age*



Note: Based on revised estimates.

Source: Pew Research Center analysis of Census Bureau estimates of housing inventory.

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The Home Ownership Rate in the United States was reported at 65.5 percent in the fourth quarter of 2021 up from 64.30 percent in the second quarter of 2018. Home Ownership Rate in the United States averaged 65.23 percent from 1965 until 2018, reaching an all-time high of 69.20 percent in the second quarter of 2004 and a record low of 62.90 percent in the second quarter of 1965.

Estimates published by the *American Housing Survey* are that 87.9 percent of owner-occupied housing units are single family homes or townhouses while 80.5 percent of renter-occupied dwellings are apartments or condominiums.

In the United States there is a strong correlation between the age of a household's family structure and homeownership. The rate of homeownership increases with the age of the householder up until age 65, when a slight decrease becomes visible. Only 21.9 percent of households with a householder under the age of 25 years owns a home, increasing to 32.6 percent for householders under the age of 30 years and 43.0 percent for householders under the age of 35 years. By comparison, 81.6 percent of those households with a householder between the ages of 55 and 64 are homeowners.

Osawatomie's population for 2010 and 2020 is summarized in the table below by seven primary age groups, including adolescent (0-19 years), college age adults (20 to 24 years), young adults (25 to 34 years), family/working adults (35-44 years); empty nesters (45-54 years and 55-64 years) and elderly (65+ years).

### City of Osawatomie Population Age Distribution Trends; 2010-2020

Age Group	2010	% of Total	2020	% of Total	2010-2020 Change	% Change	Kansas Age Distribution
0-19 Years	1,426	31.6%	1,102	25.8%	-324	-22.7%	27.1%
20-24 Years	316	7.0%	358	8.4%	42	13.3%	7.3%
25-34 Years	654	14.5%	597	14.0%	-57	-8.7%	13.1%
35-44 Years	663	14.7%	590	13.8%	-73	-11.0%	12.3%
45-54 Years	638	14.1%	588	13.7%	-50	-7.8%	11.6%
55-64 Years	370	8.2%	421	9.8%	51	13.8%	12.8%
65+ Years	442	9.8%	623	14.6%	181	41.0%	15.8%
<b>Totals</b>	<b>4,509</b>	<b>100.0%</b>	<b>4,279</b>	<b>100.0%</b>	<b>-230</b>	<b>-5.1%</b>	<b>100.0%</b>
<b>Median Age</b>	<b>33.3</b>		<b>37.8</b>				<b>36.9</b>

Source: U.S. Census Bureau.

From 2010 through 2020, the *American Community Survey* published by the U.S. Census Bureau estimated the adolescent population in Osawatomie declined by 324 residents and by 2020 accounted for 25.8 percent of the population compared to 27.1 percent statewide.

The number of college age adults (20 to 24 years) in Osawatomie increased by 42 residents from 2010 through 2020 and now account for 8.4 percent of the population compared to 7.3 percent for all of Kansas. Meanwhile, the population of young adults (25 to 34 years) declined by 57 residents

and now account for 14.1 percent of the city's population, compared to 13.1 percent statewide. These two age cohorts account for 22.5 percent of the City's population as support the need for entry-level for-sale housing and rental housing in Osawatomie.

Family/working adults (35-44 years) account for 13.8 percent of the City's population compared to 12.3 percent for the State of Kansas. This age bracket lost 73 residents from 2010 to 2020 and generates a need for entry-level, for-sale housing in Osawatomie.

Osawatomie's empty-nesters (45-64 years) accounts for 23.5 percent of the population and support a need for two types of housing, move-up for-sale housing and smaller downsize housing.

From 2010 to 2020, the elderly (65+ years) population residing in Osawatomie increased by 41 percent, adding 181 residents. The continued growth of the senior population is expected to drive the increased need for smaller homes as well as independent and assisted living.

Esri Business Analyst provided 5-year population age distribution forecasts for the City of Osawatomie that are helpful in identifying possible near-term trends in the demand for various housing types.

Absolute population gains from 2022 to 2027 in Osawatomie are forecast to the largest for seniors ages 65+ years (86 residents); adolescent ages 0 to 14 years (20 residents); and young adults ages 25 to 34 years (14 residents). These age cohorts suggest a future growing need for affordable rental housing, entry-level single-family homes, and senior housing.

### Osawatomie, Kansas Population Age Distribution Projections; 2022-2027

Age Group	2022 Estimate	% of Total	2027 Projection	% of Total	2022-2027 Change	% Change
0-14 Years	920	22.0%	940	22.4%	20	2.1%
15-24 Years	573	13.7%	537	12.8%	-36	-6.3%
25-34 Years	535	12.8%	541	12.9%	6	1.1%
35-44 Years	506	12.1%	520	12.4%	14	2.8%
45-54 Years	515	12.3%	462	11.0%	-53	-10.3%
55-64 Years	494	11.8%	474	11.3%	-19	-3.9%
65+ Years	636	15.2%	722	17.2%	86	13.5%
<b>Totals</b>	<b>4,183</b>	<b>100.0%</b>	<b>4,196</b>	<b>100.0%</b>	<b>13</b>	<b>0.3%</b>
<b>Median Age</b>	<b>36.1</b>		<b>36.6</b>			

Source: Esri Business Analyst.

# Educational Attainment

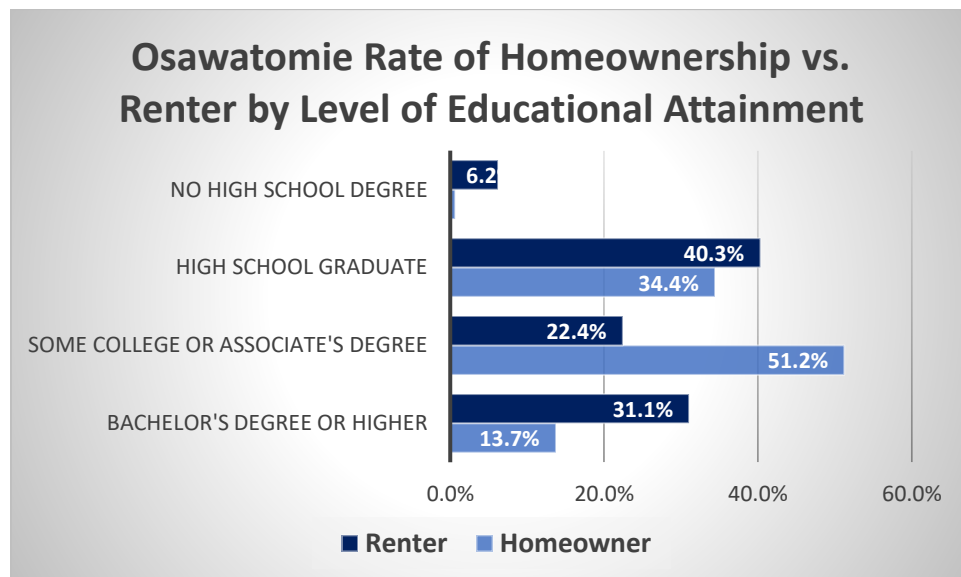
Because income increases with advancing educational attainment, communities with high education levels generally support higher levels of homeownership and housing values. According to the *American Community Survey 2020* Osawatombie supports lower educational levels than the Kansas and national norms. A reported 54.3 percent of Osawatombie residents 25 years and over possess a high school degree or less, compared to 36.5 percent for Miami County, 34.5 percent for Kansas, and 38.2 percent for the United States. Just 16.2 percent of Osawatombie residents have attained a bachelor's or graduate degree.

## **Educational Attainment Levels – Osawatombie, KS For Residents 25 Years and Over**

Highest Education Level Obtained	City of Osawatombie	Miami County	State of Kansas	United States
Less than 9th Grade	0.3%	1.5%	3.5%	4.9%
9th - 12th Grade, No Diploma	4.3%	2.9%	5.2%	6.6%
High School Graduate / GED	49.7%	32.1%	25.8%	26.7%
Some College, No Degree	25.2%	24.3%	22.8%	20.3%
Associate Degree	4.4%	8.0%	8.8%	8.6%
Bachelor's Degree	11.4%	20.0%	21.5%	20.2%
Graduate / Professional Degree	4.8%	11.2%	12.5%	12.7%

Source: American Community Survey, U.S. Census Bureau.

The rate of homeownership in Osawatombie increases from 0.6 percent for those residents with less than a high school degree or less to 51.2 percent with some college or an associate's degree. Conversely, 46.5 percent of residents with a high school degree or less are renters.



The educational attainment levels of Osawatomie residents favor entry-level homeownership and renting. Demand for entry-level for-sale housing and rental housing is supported by the fact that the highest level of education for 49.7 percent of renters is a high school degree. The 16.2 percent of Osawatomie residents with a bachelor's or graduate degree are candidates to be homeowners of more expensive move-up housing.

## **Household Income**

Generally, as household incomes increase higher housing costs can be supported of both for-sale and rental housing. The table below summarizes household income comparisons for the City of Osawatomie and State of Kansas provided by the *American Community Survey 2020*.

### **Trends in Households by Income for 2020 City of Osawatomie vs. State of Kansas**

<b>Income Bracket</b>	<b>City of Osawatomie</b>	<b>% of Total</b>	<b>State of Kansas</b>	<b>% of Total</b>
Less than \$15,000	275	17.0%	105,925	9.3%
\$15,000 - \$24,999	97	6.0%	99,905	8.7%
\$25,000 - \$34,999	268	16.6%	109,267	9.6%
\$35,000 - \$49,999	144	8.9%	154,259	13.5%
\$50,000 - \$74,999	361	22.4%	213,858	18.7%
\$75,000 - \$99,999	195	12.1%	153,945	13.5%
\$100,000 - \$149,999	254	15.7%	172,235	15.1%
\$150,000 - \$199,999	17	1.1%	67,637	5.9%
\$200,000+	3	0.2%	64,956	5.7%
<b>Totals</b>	<b>1,614</b>		<b>1,141,985</b>	
<b>Median Income</b>	<b>\$51,307</b>		<b>\$61,091</b>	

Source: U.S. Census.

The *American Community Survey 2020* published by the U.S. Census Bureau estimated the median household income for Kansas of \$61,091 and the United States of \$64,994. Osawatomie's median household income of \$51,307 lags both the statewide and national averages. Due to the above average rate of high-income households earning \$75,000 and more annually the homeownership rate for Osawatomie of 67.5 percent exceeds that for both Kansas (66.4%) and the United States (63.8%).

An estimated 39.6 percent of households in Osawatomie earned less than \$35,000 annually compared to 27.6 percent for the State of Kansas. These households tend to be perpetual renters with the lowest income households potentially qualifying for some form of housing assistance. The 31.3 percent of households earning \$35,000 to \$74,999 create a need for quality rental housing and entry-level, for-sale housing, with the highest income households supporting the need for move-up, for-sale housing market. The estimated 29.1 percent of Osawatomie households earning \$75,000 or more create a market for move-up and upscale housing.

Income levels generally increase with age. The *American Community Survey 2020* reported that for householders in Osawatombie under the age of 25 years the median household income was \$51,167 (compared to \$34,184 for Kansas), suggesting these residents are capable of being either first-time homebuyers or renters. The median household income for those householders 25 to 44 years of age was estimated at \$75,346, suggesting upscale renters and move-up homeowners. The median household income for those householders 45 to 65 years of age was estimated at \$60,192, suggesting homeowners of single-family housing. Osawatombie's median household income is due in part to the large 65+ population with well below statewide income levels.

### Median Income by Age, 2020

Age Bracket	Osawatombie	State of Kansas
Under 25 Years	\$51,167	\$34,184
25 to 44 years	\$75,346	\$67,765
45 to 64 Years	\$60,192	\$74,733
65+ Years	\$30,104	\$45,777
<b>Median Household Income</b>	<b>\$51,307</b>	<b>\$61,091</b>

Source: U.S. Census Bureau.

The table on the following page summarizes 2022 household income estimates and 2027 projections for the City of Osawatombie provided by Esri Business Analyst. For 2022, an estimated 20.5 percent of households in Osawatombie earn less than \$35,000 annually. These households tend to be renters with households under \$25,000 potentially qualifying for some sort of housing assistance. The 12.6 percent of all households earning \$35,000 to \$49,999 suggests a need for entry-level, for-sale housing. Meanwhile, the estimated 26.7 percent of households earning \$75,000 or more, fuel demand for upscale housing.

From 2022 to 2027, the median household income for Osawatombie is forecast to increase by 6.2 percent to \$60,365 annually. By 2027, just 13.7 percent of the city's households are estimated to earn less than \$35,000 annually, suggesting a continued need for affordable housing. The 10.2 percent of all households earning \$35,000 to \$49,999 suggests an average need for entry-level, for-sale housing. By 2027, high-income households possess median incomes of \$100,000 or more are estimated to account for 17.3 percent of all Osawatombie households, suggesting a growing need for move-up housing.

## Projected Trends in Households by Income Osawatomie, Kansas; 2022-2027

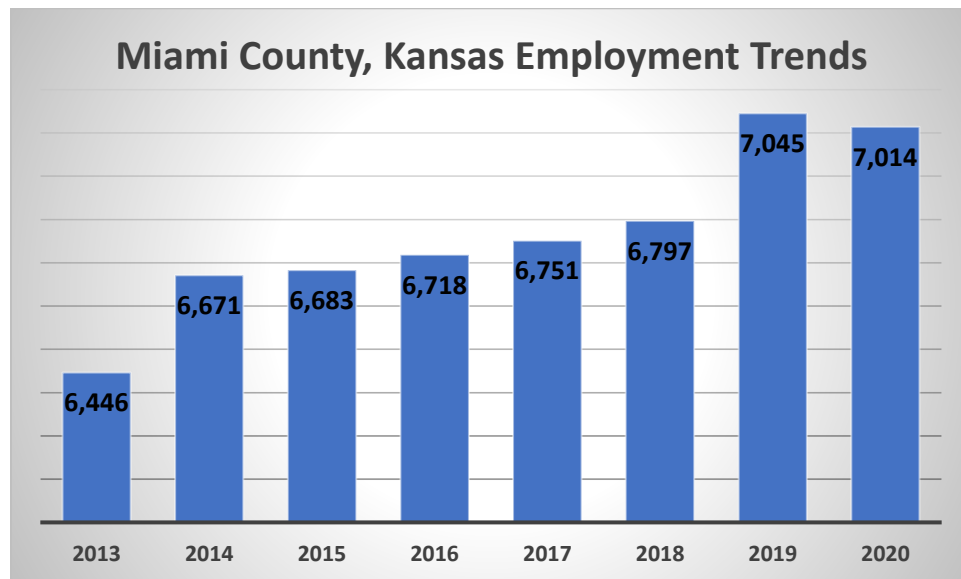
Income Bracket	2022 Estimate	% of Total		2027 Projection	% of Total		2022-2027 Change	% Change
Less than \$15,000	132	8.4%		90	5.7%		-41	-31.5%
\$15,000 to \$24,999	56	3.6%		40	2.5%		-17	-29.8%
\$25,000 to \$34,999	133	8.5%		87	5.5%		-46	-34.6%
\$35,000 to \$49,999	198	12.6%		162	10.2%		-36	-18.2%
\$50,000 to \$74,999	628	40.0%		716	45.2%		89	14.2%
\$75,000 to \$99,999	179	11.4%		216	13.6%		37	20.5%
\$100,000 to \$149,999	166	10.6%		185	11.7%		19	11.5%
\$150,000 to \$199,999	46	2.9%		52	3.3%		7	15.0%
\$200,000+	28	1.8%		36	2.3%		8	29.1%
<b>Totals</b>	<b>1,569</b>	<b>100.0%</b>		<b>1,585</b>	<b>100.0%</b>		<b>16</b>	<b>1.0%</b>
<b>Median HH Income</b>	<b>\$56,851</b>			<b>\$60,365</b>			<b>\$3,514</b>	<b>6.2%</b>

Source: Esri Business Analyst.

## **Employment Trends**

Since gains in employment generally fuels population, income and housing market growth, employment trends are a reliable indicator of general economic conditions and housing demand. Typically, households prefer to live near work for convenience.

The bar chart below illustrates annualized employment trends for Miami County since 2013 published by the U.S. Bureau of Labor Statistics. Following the 2008-2011 national recession, employment in Miami County began to rebound in early 2012. During 2014, employment in Miami County grew by 3.5 percent, totaling 6,671 jobs. Job growth continued at a modest pace over the next four years reaching 6,797 jobs by 2018. During 2019, job growth of 3.6 percent yielded 248 new jobs. Job growth dipped slightly during 2020 as the COVID-19 pandemic resulted in business interruptions and layoffs. In total, from 2013 through 2020 a total of 568 jobs were created in Miami County, fueling population growth and the need for additional housing.



According to the *American Community Survey 2020*, Osawatomie's median household income is \$51,307. By comparison, the median household income for Kansas is \$61,091 and the United States is \$64,994. Lower median household income levels suggest supportable housing values in Osawatomie would be lower than that for Kansas as the nation as a whole.

The mean commute time to work for Osawatomie residents is 23.6 minutes, compared to 19.6 minutes statewide. These commute patterns suggest many Osawatomie residents drive into the Kansas City MSA for work.

Local wages have a direct impact on housing values and rents. To illustrate, the median housing value of \$89,000 in Osawatomie lags well behind the State of Kansas median of \$157,600 and the United States median of \$229,800. The median monthly rent in Osawatomie of \$799 compares to \$863 for the State of Kansas and \$1,096 for the United States.



The composition of an area's employment base helps dictate income levels and the composition of housing demand. High levels of such white-collar occupations as professional, management and administrative; information; and financial, insurance and real estate generate demand for owner-occupied housing. Meanwhile, employment sectors more likely to create a need for rental housing typically include construction, manufacturing, wholesale trade, retail trade, and transportation and warehousing. The table below provides a comparison of civilian employment levels by industry for Miami County and Kansas residents published in the *American Community Survey 2020*.

### **Civilian Employment by Sector Comparison Miami County vs. State of Kansas; 2020**

Industry Classification	Miami Total	County %	State of Total	Kansas %
<b>Total Civilian Employment</b>	<b>16,563</b>	<b>100.0%</b>	<b>1,444,074</b>	<b>100.0%</b>
Agriculture	444	2.7%	44,776	3.1%
Construction	1,846	11.1%	92,469	6.4%
Manufacturing	1,577	9.5%	180,810	12.5%
Wholesale Trade	359	2.2%	39,755	2.8%
Retail Trade	1,877	11.3%	151,825	10.5%
Transportation, Warehousing & Utilities	1,253	7.6%	74,028	5.1%
Information	295	1.8%	26,172	1.8%
Finance, Insurance & Real Estate	1,249	7.5%	90,552	6.3%
Professional, Management & Admin.	1,340	8.1%	139,489	9.7%
Education & Health Care	4,083	24.7%	357,098	24.7%
Arts, Entertainment, Accommodations & Food Services	788	4.8%	117,866	8.2%
Other Services, Except Public Administration	896	5.4%	64,545	4.5%
Public Administration	550	3.3%	64,691	4.5%

Source: U.S. Census Bureau.

As of 2020, the leading employment sectors for residents of Miami County included education & health services (4,083 jobs); retail trade (1,877 jobs); construction (1,846 jobs); manufacturing (1,577 jobs); professional, management and administrative (1,340 jobs); and transportation, warehousing, and utilities (1,253 jobs).

When compared to statewide averages, Miami County supports above average concentrations of jobs in construction; retail trade; transportation, warehousing and utilities; finance, insurance and real estate; and other services except public administration. Conversely, Miami County lags below the statewide norms in agriculture; manufacturing; wholesale trade; professional, management, and administration; arts, entertainment, accommodations, and food services; and public administration. Miami County's employment composition suggests a need for entry-level for-sale housing and rental housing.

## **Conclusions**

A community's changing demographic trends have a significant impact on the local housing market. Those population demographics that play a role in shaping the composition of a local housing market include population growth, age distribution, household composition, educational attainment, and household income.

From 2000 to 2020, Osawatomie experienced an 8.4 percent decline in population, losing 390 residents. As a result of the declining population, over the past 15 years or so new home construction was stagnant. Favorable interest rates assisted in supporting a recent trend in investors purchasing homes in Osawatomie, renovating them, and selling at a profit. This "flipping" activity has transitioned into a modest volume of infill new home construction.

The age composition of a community's population plays a significant role in the demand for various housing types. As a person ages, their housing needs change. Over the next five years the elderly (65+ years), adolescent ages 0 to 14 years, and young adults ages 25 to 34 years are forecast to support the largest gains in population in Osawatomie. The future age demographic trends suggest a need for affordable rental housing, entry-level housing, and senior housing.

Compared to statewide averages, Osawatomie has above average rates of single parent households, households with one or more people under 18 years of age, and households with one or more people 65+ years of age. Osawatomie supports below average rates of married couple households and married couple households with children present. These household composition characteristics suggest a need for single-family housing, rental housing, and senior housing.

Because income increases with advancing educational attainment, communities with high education levels generally support higher rates of homeownership and housing values. The educational attainment levels of Osawatomie residents favor entry-level homeownership and renting. Demand for entry-level for-sale housing and rental housing is supported by the fact that the highest level of education for 49.7 percent of renters is a high school degree. The 16.2 percent of Osawatomie residents with a bachelor's or graduate degree are candidates to be homeowners of more expensive move-up housing.

The 39.6 percent of households in Osawatomie earning less than \$35,000 annually tend to be perpetual renters with the lowest income households potentially qualifying for some form of housing assistance. The 31.1 percent of households earning \$35,000 to \$74,999 create a need for rental housing and entry-level, for-sale housing, with the highest income households supporting the need for move-up, for-sale housing. The 29.1 percent of Osawatomie households earning \$75,000 or more create a market for move-up and upscale housing.

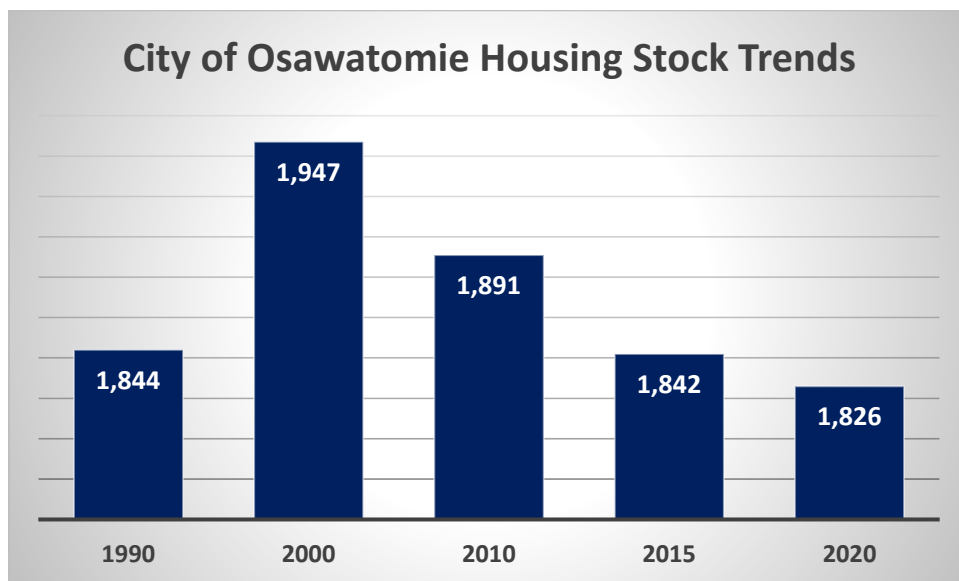
To conclude, Osawatomie's diverse population demographics produce the need for a wide range of rental and for-sale housing product. A strong need exists for income-based and market-rate rental housing. Those households earning \$35,000 to \$49,999 annually create the need for entry-level, for-sale housing. The median household income for those householders 25 to 44 years of age supports a need for quality rental housing and for-sale, move-up housing. High-income households create a need for upscale, for-sale housing. The large population of residents 65+ years of age will create a growing need for senior housing.

# HOUSING STOCK CHARACTERISTICS

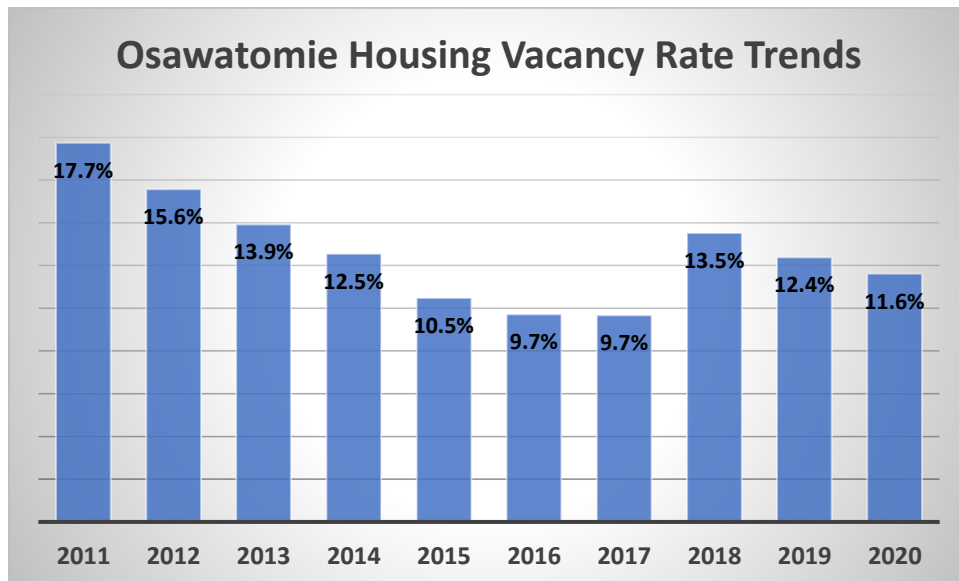
This section of the report evaluates the City of Osawatomie's existing housing stock by identifying such characteristics as total inventory of dwelling units, housing types, occupancies, and age of housing stock. The goal is to identify current and future opportunities to support new housing stock in Osawatomie.

## Housing Stock Inventory and Occupancies

The 1990 Census reported the Osawatomie, Kansas housing stock at 1,844 dwelling units. By the 2000 Census the city's housing stock increased by 5.6 percent to 1,947 dwelling units. From 2000 to 2010 Osawatomie's housing stock declined by 56 dwelling units as the population began to decline. According to the *American Community Survey*, since the 2010 Census Osawatomie's housing stock continued to decline with a reduction of dwelling units to an inventory of 1,826 dwelling units by 2020.



According to the *American Community Survey*, over the past decade the housing vacancy rate in Osawatomie peaked at 17.7 percent in 2011. Several years of improving market conditions pushed vacancies to a low of 9.7 percent during both 2016 and 2017. Over the past three years the overall vacancy rate has risen slightly to an annualized rate of 11.6 percent to 13.5 percent. By 2020, 212 housing units were vacant in Osawatomie. Yielding a vacancy rate of 11.6 percent. The bar chart on the following page illustrates annual housing vacancy rate trends in Osawatomie from 2011 through 2020.



## **Age of Housing Stock**

The table below compares the age of Osawatomie's housing stock with that of the State of Kansas as reported by the *American Community Survey 2020* published by the U.S. Census Bureau. Compared to Kansas' housing stock, Osawatomie's housing stock is much older with nearly half of the existing inventory built prior to 1940. By comparison, just 16.2 percent of the state's housing stock was built prior to 1940. Modest new home construction booms in Osawatomie were recorded during the 1950's (454 new housing units) and the 1970's (234 new housing units). The U.S. Census Bureau reported no new home construction in Osawatomie since 2000.

### **Osawatomie, Kansas Housing Stock by Year Built; 2020**

Year Structure Built	# of Units	% of Total	Kansas
<b>Total Housing Units</b>	<b>1,826</b>		<b>1,280,376</b>
Built 2014 or Later	0	0.0%	2.8%
Built 2010 to 2013	0	0.0%	2.5%
Built 2000 to 2009	0	0.0%	10.9%
Built 1990 to 1999	68	3.7%	12.9%
Built 1980 to 1989	59	3.2%	11.6%
Built 1970 to 1979	234	12.8%	14.7%
Built 1960 to 1969	48	2.6%	10.2%
Built 1950 to 1959	454	24.9%	12.6%
Built 1940 to 1949	78	4.3%	5.5%
Built 1939 or Earlier	885	48.5%	16.2%

Source: U.S. Census.

Housing built prior to 1950 accounts for 52.8 percent of the city’s total housing stock, compared to 21.7 percent statewide. Osawatomie’s older housing units are generally smaller in size and lack the modern amenities of newer housing. Older housing stock is generally less expensive than new housing and is ideally suited for renovation/investment catering to first-time homebuyers. The large inventory of housing units in Osawatomie constructed prior to 1950 provides an excellent opportunity to foster entry-level, for-sale housing through property investment and renovation efforts. Osawatomie’s stock of older housing could benefit from a small home repair program offering low interest loans or grants to income-qualifying households.

## **Housing Stock by Structure Type**

The table below identifies Osawatomie’s housing stock by unit type as reported by the *American Community Survey 2020*.

### **Osawatomie, Kansas Housing Stock by Type – 2020**

<b>Units in Structure</b>	<b># of Units</b>	<b>% of Total</b>	<b>Kansas %</b>
1-Unit, Detached	1,563	85.6%	72.7%
1-Unit, Attached	10	0.5%	4.7%
2 Units	0	0.0%	2.5%
3 or 4 Units	87	4.8%	3.6%
5 to 9 Units	0	0.0%	3.9%
10 to 19 Units	0	0.0%	3.6%
20+ Units	116	6.4%	4.8%
Mobile Home	50	2.7%	4.2%
Boat, RV, Van, etc.	0	0.0%	0.1%
<b>Total Housing Units</b>	<b>1,826</b>	<b>100.0%</b>	<b>100.0%</b>

Source: U.S. Census Bureau.

Osawatomie’s housing stock is dominated by detached single family homes, accounting for 85.6 percent of the total inventory. By comparison, detached single family housing accounts for 72.7 percent of Kansas’ housing units.

A common characteristic of outlying and rural area’s housing mix is a modest inventory of multi-family housing units. In Osawatomie, properties with 3 or 4 dwelling units account for 4.8 percent of the total housing stock, compared to 3.6 percent statewide. Multi-family structures with 10 or more dwelling units account for 6.4 percent of the total housing stock, compared to 8.4 percent for all of Kansas. The below average rate for multi-family properties with 10 or more dwelling units is due to the apprehension of major apartment builders to construct large market-rate apartment communities in rural areas.

As indicated by the table below, homeowners and renters in Osawatomie are both more likely to occupy detached single-family housing than multi-family housing. For 2020, the U.S. Census Bureau estimated that detached single family homes accounted for 95.1 percent of all owner-occupied housing units and 65.5 percent of all occupied rental housing units.

Multi-family housing with 2 or more dwelling units account for 32.7 percent of all renter-occupied units in Osawatomie and few owner-occupied housing units. Properties with 3 to 4 rental units account for 14.0 percent of all renter-occupied units while properties with ten or more dwelling units account for 18.7 percent. Most, if not all, properties with ten or more dwelling units are income-based rental housing.

### **Osawatomie, Kansas Occupied Housing Stock by Type – 2020 Owner-Occupied vs. Renter-Occupied Housing**

<b>Housing Type</b>	<b>City Total</b>	<b>Owner- Occupied</b>	<b>Renter- Occupied</b>
<b>Occupied Housing Units</b>	<b>1,614</b>	<b>993</b>	<b>621</b>
Units in Structure			
1-Unit, Detached	83.7%	95.1%	65.5%
1-Unit, Attached	0.6%	1.0%	0.0%
2 Units	0.0%	0.0%	0.0%
3 to 4 Units	5.4%	0.0%	14.0%
5 to 9 Units	0.0%	0.0%	0.0%
10+ Units	7.2%	0.0%	18.7%
Mobile Home or Other	3.1%	3.9%	1.8%

Source: U.S. Census Bureau.

A person's propensity to rent versus homeownership changes as they age. Younger people are more likely to be renters while older householders were more likely to be homeowners.

According to *American Community Survey 2020*, the rate of homeownership in Osawatomie increases as a householder gets older, peaking at 27.7 percent for those householders 35 to 44 years of age. Household under the age of 35 years account for 12.7 percent of homeowners in Osawatomie, with householders ages 35 to 44 percent accounting for 20.2 percent. Elderly 65 years and older account for 19.4 percent of homeownership, suggesting in coming years the inventory of available for-sale housing units may increase.

A reported 20.8 percent of households under the age of 35 years were renters, declining to 9.3 percent for householders ages 35 to 44 years. Interestingly, the rate of renter households remains high for householders ages 45 years and older. The rate of renter households is 17.9 percent for those 45 to 54 years of age and 13.5 percent for those 55 to 64 years. Senior households 65 years and older account for 38.5 percent of all renter households in Osawatomie.

The future age distribution of Osawatomie's population will play a role in the composition of owner-occupied and renter-occupied housing.

## Osawatomie, Kansas Occupied Housing Stock by Age of Householder – 2020

Housing Type	City Total	Owner- Occupied	Renter- Occupied
<b>Occupied Housing Units</b>	<b>1,614</b>	<b>993</b>	<b>621</b>
Under 35 Years	15.8%	12.7%	20.8%
35 to 44 Years	16.0%	20.2%	9.3%
45 to 54 Years	23.9%	27.7%	17.9%
55 to 64 Years	17.5%	19.9%	13.5%
65 to 74 Years	13.9%	14.5%	12.9%
75 to 84 Years	7.9%	4.9%	12.7%
85 Years and Over	5.0%	0.0%	12.9%

Source: U.S. Census Bureau.

The median household income in Osawatomie is \$51,307. Homeowners in Osawatomie possess a median household income of \$60,425. By comparison the median household income for renters in Osawatomie is \$32,259.

As illustrated in the table on the following page, nearly three-quarters of homeowner households in Osawatomie have a median income of \$50,000 or more, with 14.7 percent of households with median incomes of \$100,000 or more. Just 15.4 percent of homeowner households have a median income of less than \$25,000. These above average income levels support demand for single-family homes.

By comparison, just 20.7 percent of renter households possess a median income of \$50,000 or more. A reported 19.7 percent of renter households have median incomes of less than \$15,000 and may qualify for rental assistance. A reported 41.3 percent of renter households possess a median income of \$35,000 to \$74,999 and represent the market-rate rental market.

## Owner vs. Renter Households Median Income Comparison Osawatomie, Kansas 2020

Median Household Income	Owner-Occupied	Renter-Occupied
Less than \$5,000	3.3%	10.0%
\$5,000 to \$9,999	0.0%	5.9%
\$10,000 to \$14,999	3.3%	3.8%
\$15,000 to \$19,999	4.3%	4.1%
\$20,000 to \$24,999	4.5%	3.8%
\$25,000 to \$34,999	4.2%	23.6%
\$35,000 to \$49,999	5.6%	28.0%
\$50,000 to \$74,999	46.6%	13.3%
\$75,000 to \$99,999	13.5%	7.4%
\$100,000 to \$149,999	11.6%	0.0%
\$150,000 or more	3.1%	0.0%
<b>Median Household Income</b>	<b>\$60,425</b>	<b>\$32,259</b>

Source: American Community Survey, 2020.

The table below illustrates monthly housing costs in Osawatomie for both owner-occupied and renter-occupied housing. A reported 74.1 percent of homeowners and 74.6 percent of renters in Osawatomie pay \$500 to \$1,499 per month on housing expenses. Just 13.6 percent of homeowners and 14.4 percent of renters pay less than \$500 in monthly housing costs. The median monthly housing cost is \$848 for homeowners and \$883 for renters.

## Osawatomie, Kansas Monthly Housing Costs; 2020 Owner-Occupied vs. Renter Occupied

Monthly Cost	Owner Occupied	Renter Occupied
Less than \$300	2.8%	2.9%
\$300 - \$499	10.8%	11.5%
\$500 - \$799	29.8%	23.0%
\$800 - \$999	19.8%	19.2%
\$1,000 - \$1,499	24.5%	32.4%
\$1,500 - \$1,999	8.7%	9.6%
\$2,000 - \$2,499	0.0%	0.0%
\$2,500 - \$2,999	0.3%	0.4%
\$3,000+	3.3%	1.0%
<b>Median Cost</b>	<b>\$848</b>	<b>\$883</b>

Source: American Community Survey.



## **Conclusions**

Osawatomie's housing stock totals 1,826 dwelling units. Detached single-family homes comprise 85.6 percent of Osawatomie's housing stock. Properties with 3 or 4 dwelling units account for 4.8 percent of the total housing stock, while multi-family structures with 10 or more dwelling units account for 6.4 percent.

Owner-occupied housing accounts for 61.5 percent of Osawatomie's occupied housing stock with rental housing amounting to 38.5 percent. By comparison, statewide owner-occupied housing accounts for 66.2 percent of the occupied housing stock with rental housing accounting for 33.8 percent. In Osawatomie, detached single family homes account for 95.1 percent of all owner-occupied housing units and 65.5 percent of all occupied rental housing units. Multi-family structures with 3 to 4 rental units account for 14.0 percent of all renter-occupied units while properties with ten or more dwelling units account for 18.7 percent.

The rate of homeownership in Osawatomie increases as a householder gets older, peaking at 27.7 percent for those householders 35 to 44 years of age. Elderly 65 years and older account for 19.4 percent of homeownership, suggesting in coming years the inventory of available for-sale housing units may increase.

Nearly 21 percent of households in Osawatomie under the age of 35 years are renters. The rate of renter households remains high among older householders, amounting to 17.9 percent for those 45 to 54 years of age and 13.5 percent for those 55 to 64 years. Senior households 65 years and older account for 38.5 percent of all renter households in Osawatomie.

Nearly three-quarters of homeowner households in Osawatomie have a median income of \$50,000 or more, with 14.7 percent of households with median incomes of \$100,000 or more. By comparison, just 20.7 percent of renter households possess a median income of \$50,000 or more. A reported 19.7 percent of renter households have median incomes of less than \$15,000 and may qualify for rental assistance. The 41.3 percent of renter households possessing a median income of \$35,000 to \$74,999 and represent the market-rate rental market.

Nearly three-quarters of both homeowners and renters in Osawatomie pay \$500 to \$1,499 per month on housing expenses. This trend may be due to the predominance of single-family housing for both homeowners and renters. Interestingly, the median monthly housing cost for rents of \$883 exceeds that of \$848 for homeowners.

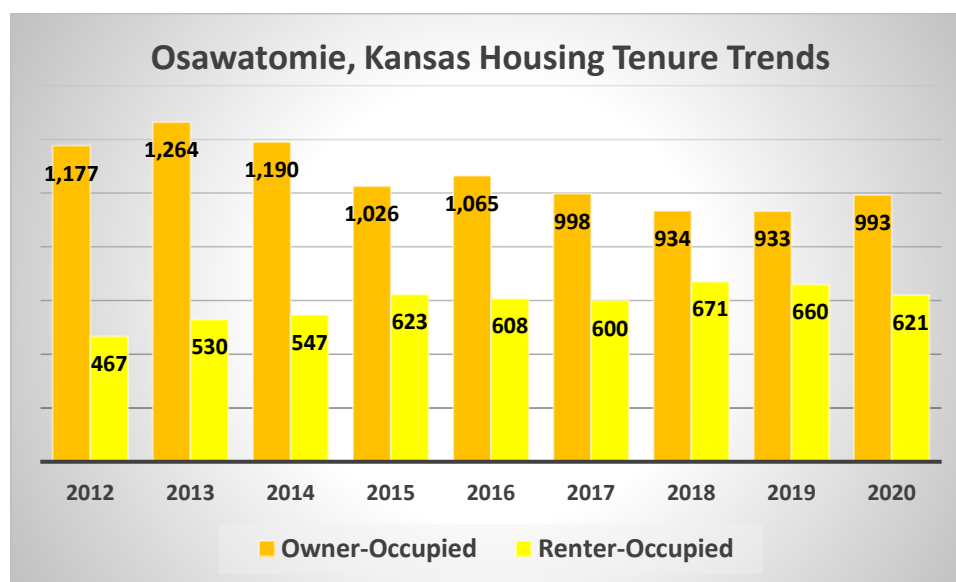
Osawatomie's current and future demographics and mix of housing suggests that additional emphasis on affordable rental housing and for-sale housing is needed to foster a more diverse housing market that meets the needs of a wider range of household types. The large number of households with incomes of less than \$25,000 suggest a need for affordable rental housing. There also appears to be a growing need for affordable for-sale housing priced under \$150,000 and move-up housing priced at \$250,000 and above.

# FOR-SALE HOUSING MARKET ANALYSIS

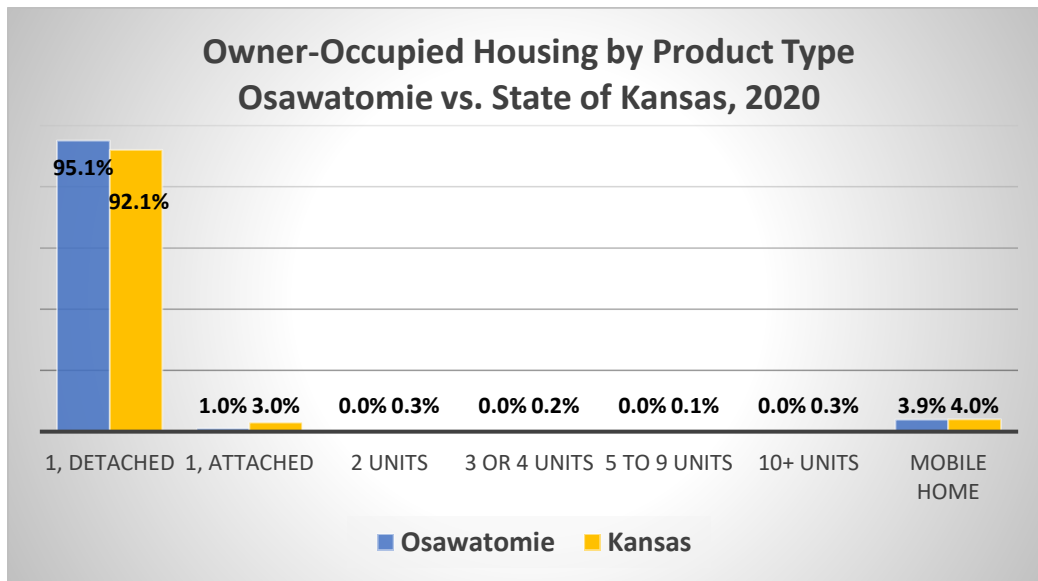
This section of the report evaluates the City of Osawatomie's for-sale housing market by identifying: 1) new and existing home sale trends; 2) current supply of for-sale homes on the market; and 3) active for-sale residential construction. Stakeholder interviews were also conducted with the purpose of identifying current housing trends and future for-sale housing opportunities in Osawatomie. The goal was to determine the city's for-sale housing market's ability to support near-term new housing construction as well as pricing opportunities.

## Market Overview

According to the *American Community Survey 2020*, Osawatomie's inventory of housing units totaled 1,826 dwelling units. From 2013 to 2019, the Osawatomie housing market experienced a downward trend the inventory of owner-occupied housing units while the number of renter-occupied housing units rose. From 2013 to 2019, owner-occupied housing declined from 1,264 units to 933 units while the inventory of renter-occupied housing units increased from 530 units to 660 units. As a share of occupied housing units, owner-occupied housing declined from a high of 71.6 percent in 2012 to a low of 58.2 percent by 2018. During 2020, owner-occupied housing experienced a slight improvement, due in part to the accelerated active of "flippers".

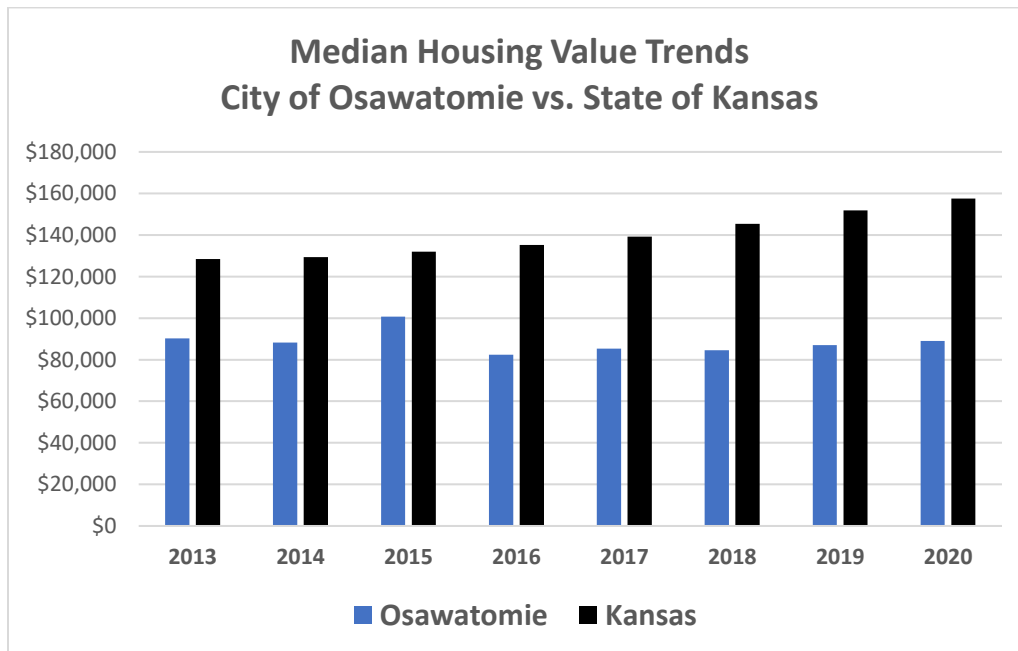


According to the *American Community Survey 2020*, detached single-family homes account for 95.1 percent of Osawatomie's owner-occupied housing stock, compared to 92.1 percent for the State of Kansas. The predominance of owner-occupied detached single-family housing is common within rural communities. Meanwhile, there are no owner-occupied multi-family housing units in Osawatomie, compared to 0.9 percent statewide. Mobile homes account for 3.9 percent of Osawatomie's owner-occupied housing and 4.0 percent of the statewide total.



According to the *American Community Survey*, during 2012 Osawatomie’s median housing value of \$90,200 lagged the statewide median of \$128,400. After peaking at \$100,700 in 2015, the median home value in Osawatomie declined to \$84,400 in 2015. By 2020, Osawatomie’s median housing value reached \$89,000, compared to \$157,600 statewide.

Osawatomie’s lagging housing values are due in large part a much older housing stock that is small and lacks the amenities of modern housing. Much of Osawatomie’s housing stock is also in poor condition relative to the statewide inventory. The bar chart below provides a comparison of median housing values between Osawatomie and the State of Kansas from 2013 to 2020.



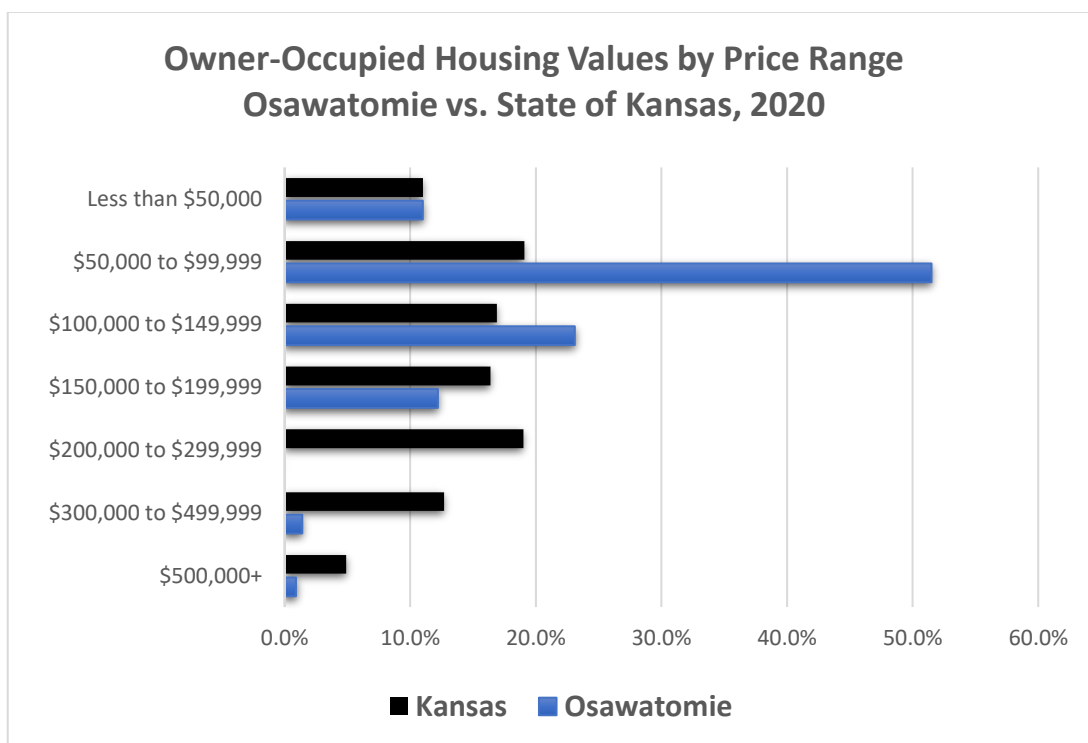
Osawatomie homebuyers seek affordable houses that don't require significant improvements or upgrades. However, such housing is scarce in Osawatomie as much of the housing stock was built when the city was a railroad town and there hasn't been much new home construction or remodels until recently.

As reported by the *American Community Survey 2020*, 62.5 percent of Osawatomie's owner-occupied housing stock was valued under \$100,000 compared to 30.1 percent for the state of Kansas. The abundance of lower priced homes is attributed to the age, size, and condition of Osawatomie's housing stock.

Osawatomie maintains an above average inventory of moderately priced homes. A reported 23.1 percent of Osawatomie's owner-occupied housing stock is valued at \$100,000 to \$149,999 compared to 16.9 percent statewide. Homes valued at \$150,000 to \$199,999 account for 12.2 percent of Osawatomie's owner-occupied housing stock which compares to 16.4 percent of the statewide housing stock.

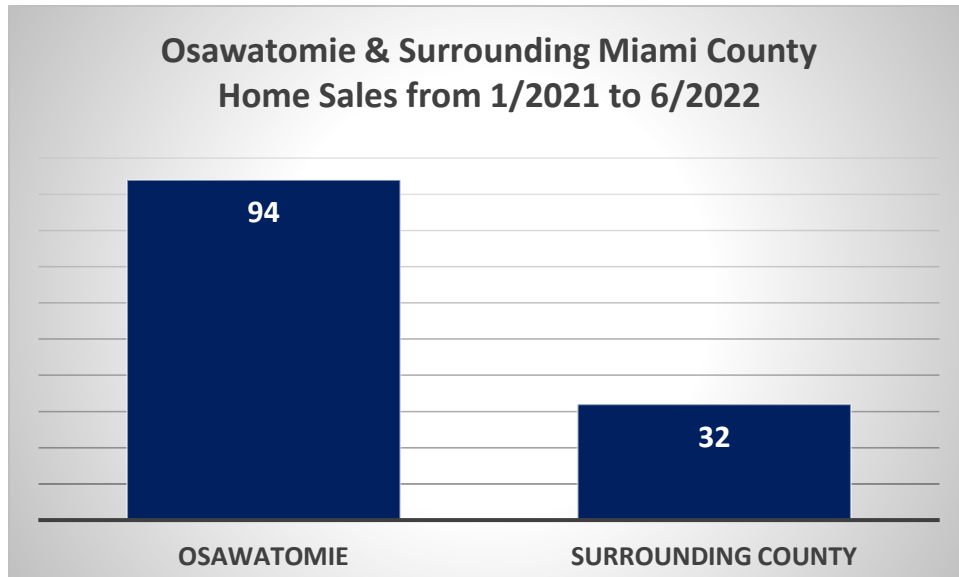
No move-up housing priced from \$200,000 to \$299,999 is available in Osawatomie. With 12.1 percent of Osawatomie households earning \$75,000 to \$99,999 annually, a larger market for move-up housing priced from \$200,000 to \$299,999 may be supportable.

Just 2.3 percent of housing in Osawatomie is valued over \$300,000. Given that 17.0 percent of Osawatomie households earn \$100,000 or more annually, suggests that a larger market for upscale housing priced in excess of \$300,000 may be supportable.

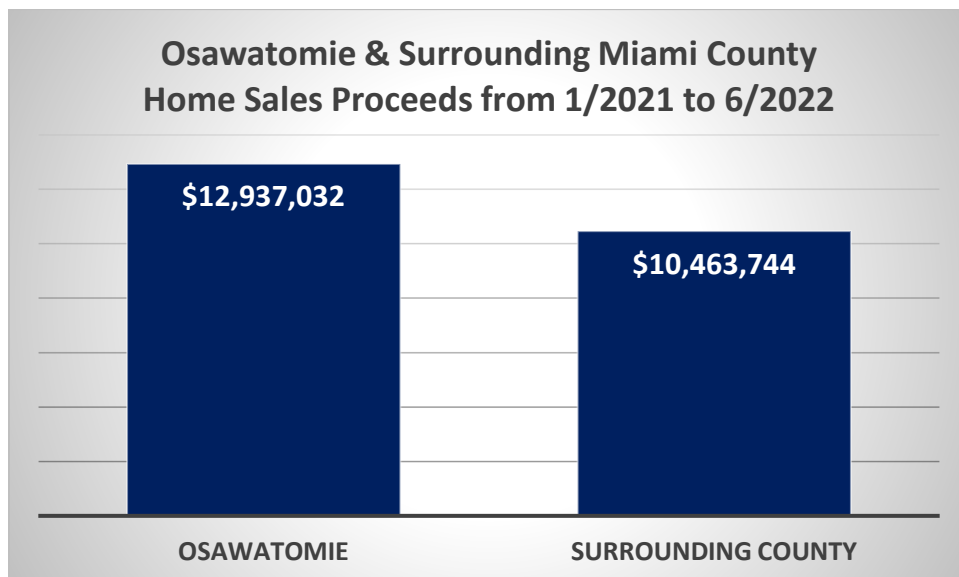


## **Home Sale Trends**

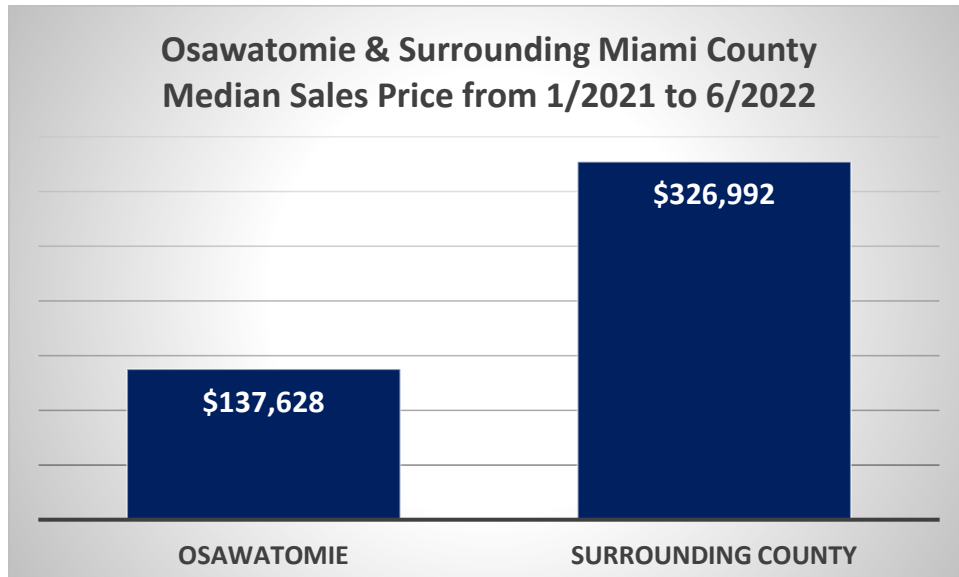
Multiple Listing Service (“MLS”) data was consulted to ascertain recent single-family home sales velocity trends in the Osawatomie city limits. From January 2021 to June 2022 a total of 94 homes sold in Osawatomie. Another 32 homes were sold in Miami County surrounding Osawatomie.



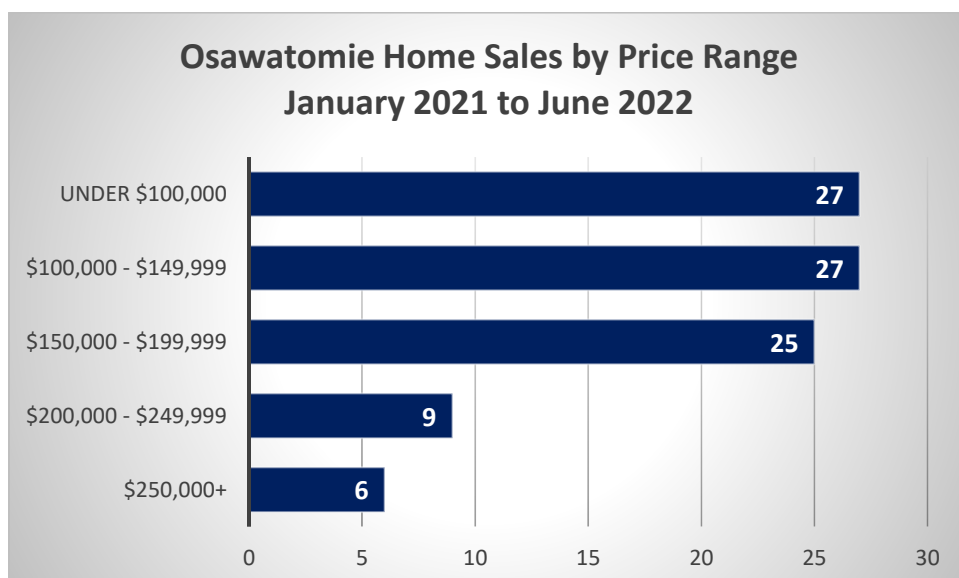
From January 2021 through June 2022, home sales proceeds totaled \$12.9 million in Osawatomie and \$10.5 million in the surrounding Miami County.



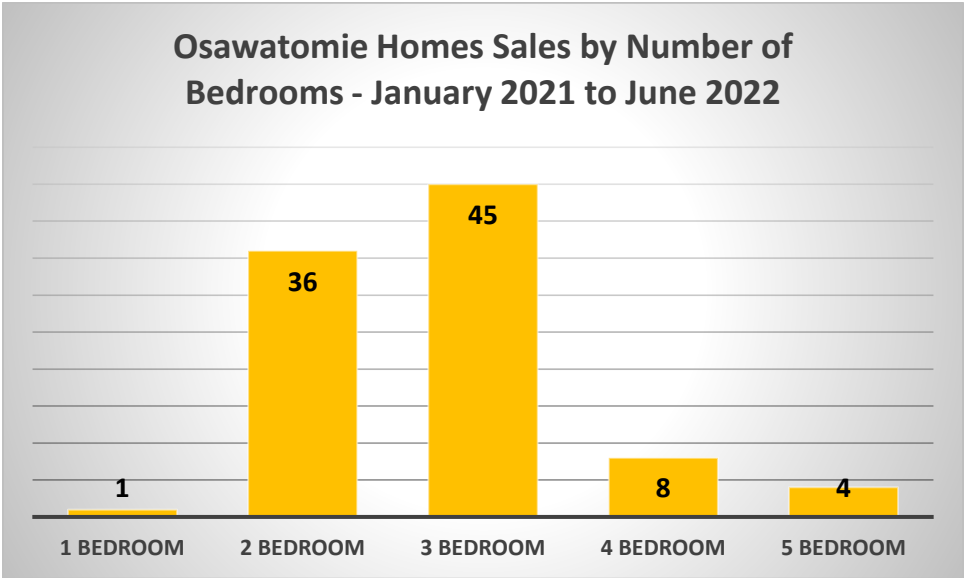
The MLS reported the median home sale price in Osawatomie from January 2021 to June 2022 at \$131,250 which exceeded the median listing price of \$129,925. Homes in surrounding Miami County are more expensive due to newer construction, larger home size, and accompanied acreage. The MLS reported the median home sale price in surrounding Miami County from January 2021 to June 2022 at \$326,992 which exceeded the median sales price in Osawatomie by 138 percent.



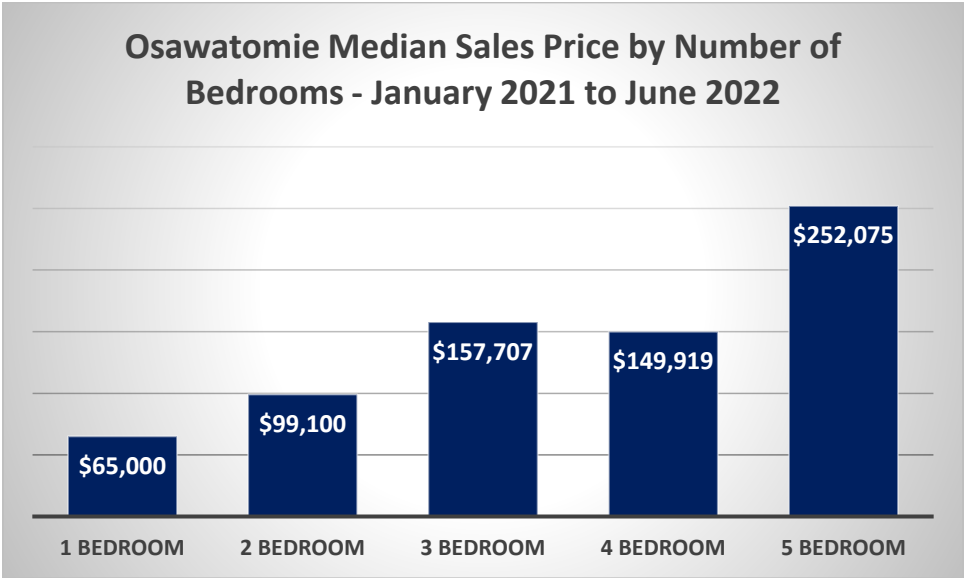
Based on home sales data published by the Multiple Listing Service, Osawatomie's for-sale housing market offers a wide range of price points. From January 2020 through June 2022, 28.7 percent of homes sold in Osawatomie were priced under \$100,000. The lowest priced homes were generally sold to flippers. Entry-level homes priced from \$100,000 to \$149,999 accounted for another 28.7 percent of home sales. Move-up housing priced from \$150,000 to \$199,999 accounted for 26.6 percent of all sales with homes priced at \$200,000 to \$249,999 accounting for just 9.6 percent of total sales. Upscale housing priced at \$250,000 and above accounted for just 6.4 percent of all home sales from January 2020 to June 2022.



The bar chart below illustrates home sales in Osawatomie from January 2021 through June 2022 by number of bedrooms. Over the 18-month timeframe 3-bedroom homes accounted for 47.9 percent of all homes sales, totaling 45 sales. Two-bedroom homes accounted for the second highest share at 38.3 percent, or 36 home sales.



The bar chart below illustrates the median sales price by number of bedrooms in Osawatomie from January 2021 through June 2022. The 36, 2-bedroom homes sold for \$30,000 to \$153,500, averaging \$99,100. The 45, 3-bedroom homes sold for \$25,000 to \$254,000, averaging \$157,707. The average sales price for 4-bedroom homes was \$149,919 with 5-bedroom homes selling for an average of \$252,075.



Portions of Osawatomie experiencing strong home sales volumes include neighborhoods closest to Highway 169 and the southwest quadrant where a couple small subdivisions built 15 to 20 years ago are located. Historically, the most active price range for for-sale, single family homes was

\$120,000 to \$150,000. Quality homes priced at \$200,000 or more possess the greatest opportunity for future growth.

Osawatomie's largest employers are the State Hospital and the School District. Many residents live in Osawatomie for the smalltown atmosphere and housing affordability, and drive into the Kansas City area for their jobs.

Residents of Osawatomie are attracted by the smalltown feel, good schools, community spirit, and recent upturn in home renovations and new home construction. The bike trail is also a draw for those people seeking an active lifestyle. Constraints in attracting new residents to Osawatomie include the poor quality of much of the housing stock and limited inventory of homes available for sale or rent. In addition, the lack of quality housing stock is a huge issue when local employers are recruiting new employees. New employees struggle to find a home that appeals to them, forcing many to find housing in neighboring towns.

## **Current Supply of Homes on the Market**

According to the Multiple Listing Service, as of July 11, 2022, just 17 homes in Osawatomie were on the market for sale with 14 homes under contract. Two new homes are on the market, both priced at \$249,000.

### **For-Sale Homes in Osawatomie, Kansas Active Listings and Pending Sales**

	# of Homes	Price Range		Average Price
		Low	High	
Active Listing	17	\$85,000	\$350,000	\$167,276
Pending Sale	14	\$15,000	\$249,000	\$150,529
Totals	31	\$15,000	\$350,000	\$159,713

Source: Multiple Listing Service.

The 17 homes on the market are priced from \$85,000 to \$350,000, averaging \$167,276. Only two homes are priced under \$100,000. Nine homes on the market are priced from \$100,000 to \$149,999, two homes priced from \$150,000 to \$199,999, and four homes priced at over \$200,000.

The 14 pending home sales are under contract for \$15,000 to \$249,000, averaging \$150,529. Three pending home sales are priced at less than \$100,000 with eight homes priced from \$100,000 to \$199,999. Three of the pending home sales are under contract at a price exceeding \$200,000. These market factors indicate that the Osawatomie entry-level for-sale housing market continues to support strong demand while the move-up housing market is beginning to gain traction.



## **Active Residential Construction**

From 2000 through 2019, just two new homes were built in Osawatomie. During 2020 and 2021, a total of 14 homes were constructed and four homes are currently under construction. There are currently no actively developing residential subdivisions in Osawatomie. Hickory Valley located in the southwest quadrant of the city has two lots for sale priced at \$20,000 with the potential of up to 35 additional lots.

In recent years there has been escalating activity by small investors to purchase, renovate, and flip homes in Osawatomie. The renovated homes have been well received into the market, prompting recent new single-family home construction. Wright Way Homes and Cassone Homes are actively building homes on infill lots in Osawatomie. Wright Way Homes is under construction on three homes at 406, 408, and 410 Lincoln Avenue. Cassone Homes is planning to build five homes during 2022.

The table below identifies recent sales and active listings for new homes built in Osawatomie. Since January 2021, six new homes have sold in Osawatomie, priced from \$205,000 to \$254,000. All recent new builds are 3 bedroom and 2 bath homes ranging in size from 1,320 square feet of livable area. One additional new home is currently on the market for sale, that being a 1,292 square foot, 3 bedroom and 2 bath home at 308 Reed Avenue priced at \$249,000.

### **Osawatomie Recent New Home Sales and Listings**

<b>Address</b>	<b># of Bedrooms</b>	<b># of Baths</b>	<b>Sq. Ft.</b>	<b>Sales Price</b>	<b>Status</b>
<b>Closed Sales</b>					
608 Retan Street	3	2	1,320	\$205,000	Sold
606 Retan Street	3	2	1,320	\$206,000	Sold
315 East Mill Street	3	2	1,464	\$239,999	Sold
104 Walnut Avenue	3	2	1,464	\$250,000	Sold
100 Walnut Avenue	3	2	1,464	\$254,000	Sold
820 3rd Street	3	2	1,246	\$249,000	Sold
<b>Active Listings</b>					
308 Reed Avenue	3	2	1,292	\$249,000	Active

Source: Crown Realty.

The principal constraint in attracting homebuilders to Osawatomie is the limited availability of large tracts of land serviced with utility and road infrastructure. Recent homebuilding activity has focused on infill lots. Some infill lots remain in town, but many are in undesirable locations (i.e., near train tracks) or are in areas that aren't accessible by large equipment needed to build homes.

## **Conclusions**

Detached single-family homes in Osawatomie garner an above average share of the owner-occupied housing market. Specifically, detached single-family homes in Osawatomie accounts for 95.1 percent of Osawatomie's owner-occupied housing stock, compared to 92.1 percent for the State of Kansas. The inventory of owner-occupied housing units in Osawatomie has declined from 1,264 units in 2013 to 993 units by 2020. Meanwhile, no owner-occupied multi-family housing units were reported in Osawatomie, compared to 0.9 percent statewide.

Osawatomie's median housing value of \$89,000 is well below the statewide median of \$157,600. Nearly two-thirds of Osawatomie's owner-occupied housing stock is valued under \$100,000. Osawatomie's lagging housing values are due in large part a much older housing stock that is small and lacks the amenities of modern housing. Much of Osawatomie's housing stock is also in poor condition relative to the statewide inventory. The lack of quality housing stock is a huge issue when local employers are recruiting new employees.

From January 2021 to June 2022, a total of 94 homes sold in Osawatomie at a median price of \$131,250. Two- and three-bedroom homes accounted for 38.3 percent and 47.9 percent of all homes sales, respectively. Over 57 percent of the homes sold for less than \$150,000 while just 16.0 percent sold for \$200,000 or more.

Seventeen homes in Osawatomie are currently on the market for sale with 14 homes under contract. The homes on the market are priced from \$85,000 to \$350,000, averaging \$167,276. The pending home sales are under contract for \$15,000 to \$249,000, averaging \$150,529. These market factors indicate that the Osawatomie entry-level for-sale housing market continues to support strong demand while the move-up housing market is beginning to gain traction.

From 2000 through 2019, just two single-family homes were built in Osawatomie. There has been escalating activity in Osawatomie by small investors to purchase, renovate, and flip homes. The renovated homes have been well received into the market, prompting recent new single-family home construction. New home construction in Osawatomie totaled three homes in 2020 and eleven homes in 2021. According to the MLS, since January 2021, six new homes sold in Osawatomie, priced from \$205,000 to \$254,000. One additional new home is currently on the market for sale priced at \$249,000.

Based on the market acceptance of new homes in Osawatomie and with 12.1 percent of Osawatomie households earning \$75,000 to \$99,999 annually, a larger market for housing priced from \$200,000 \$299,999 appears supportable.

The principal constraint in attracting homebuilders to Osawatomie is the limited availability of large tracts of land serviced with utility and road infrastructure. Recent homebuilding activity has focused on infill lots. Some infill lots remain in town, but many are in undesirable locations (i.e., near train tracks) or are in areas that aren't accessible by large equipment needed to build homes.

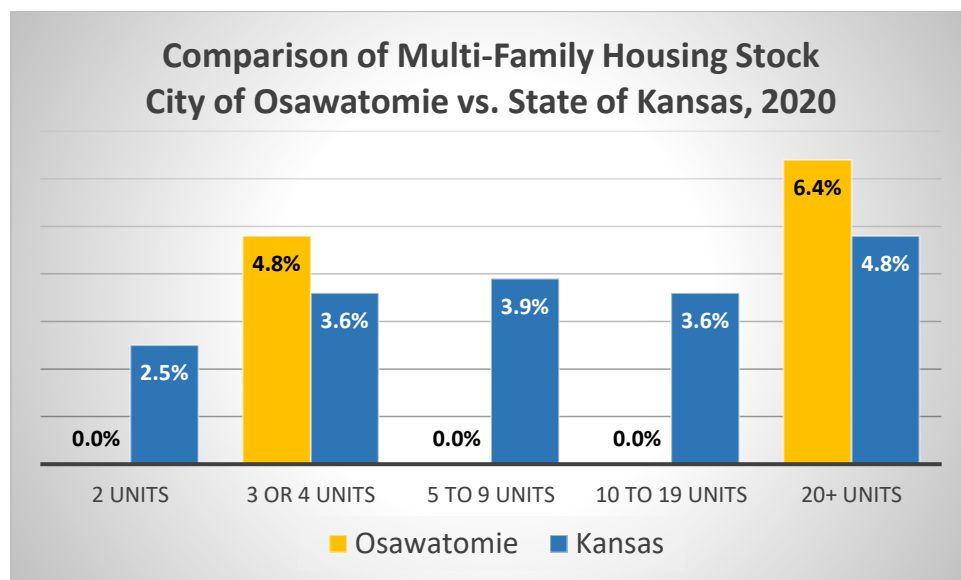
# RENTAL HOUSING MARKET ANALYSIS

This section of the report evaluates the City of Osawatomie's rental housing market. Three rental housing products were surveyed, including: 1) market-rate apartments; 2) income-based apartments; and 3) income-based senior housing.

## Osawatomie Rental Market

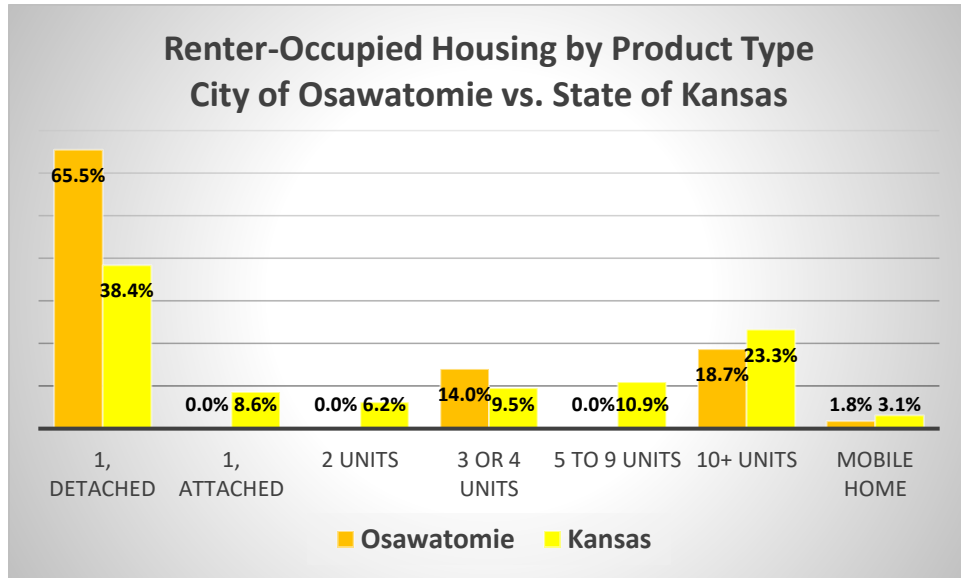
According to the *American Community Survey* in 2020 Osawatomie's housing stock totaled 1,826 dwelling units, of which 11.2 percent, or 303 dwelling units were in multi-unit structures. By comparison, multi-family housing accounts for 18.4 percent for the statewide housing stock.

Multi-family structures with 3 or 4 dwelling units account for 4.8 percent of Osawatomie's total housing stock, compared to 3.6 percent for all of Kansas. Multi-family structures with 20 or more dwelling units account for 6.4 percent of Osawatomie's housing stock compared to 4.8 percent statewide.

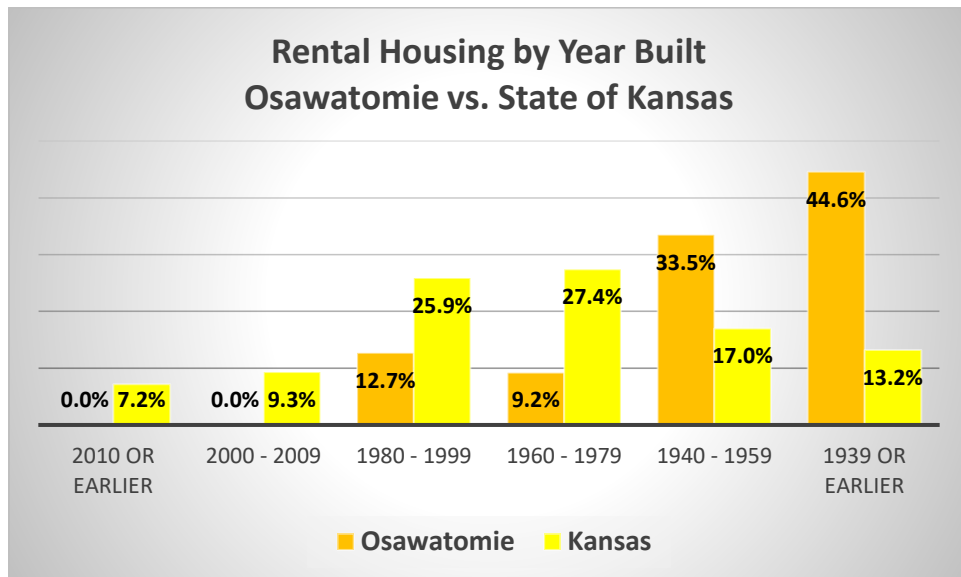


According to the *American Community Survey 2020*, rental housing accounted for 38.5 percent of Osawatomie's occupied housing stock which exceeds the statewide average of 33.8 percent. From 2012 to 2018, the inventory of renter-occupied housing units in Osawatomie increased from 467 units to 671 units. By 2020, the inventory of renter-occupied housing declined slightly to 621 dwelling units.

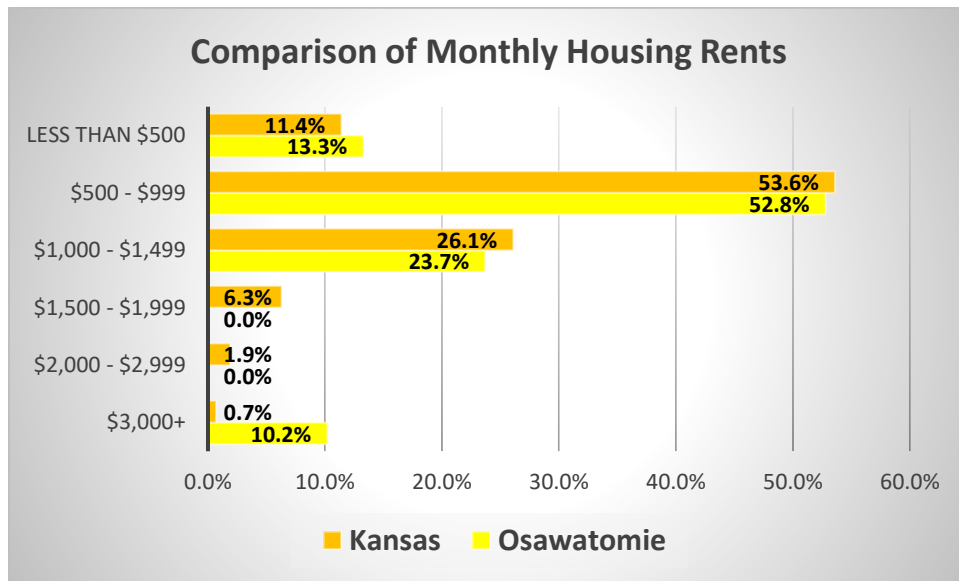
One-unit detached housing accounts for 65.5 percent of the occupied rental housing stock. Structures with 3 or 4 dwelling units accommodate 14.0 percent of all occupied rental housing in Osawatomie, followed by structures with 10+ dwelling units at 18.7 percent. By comparison, the State of Kansas' rental housing market supports much lower percentages of one unit detached and attached housing at 47.1 percent and structures with 10 or more dwelling units at 23.0 percent.



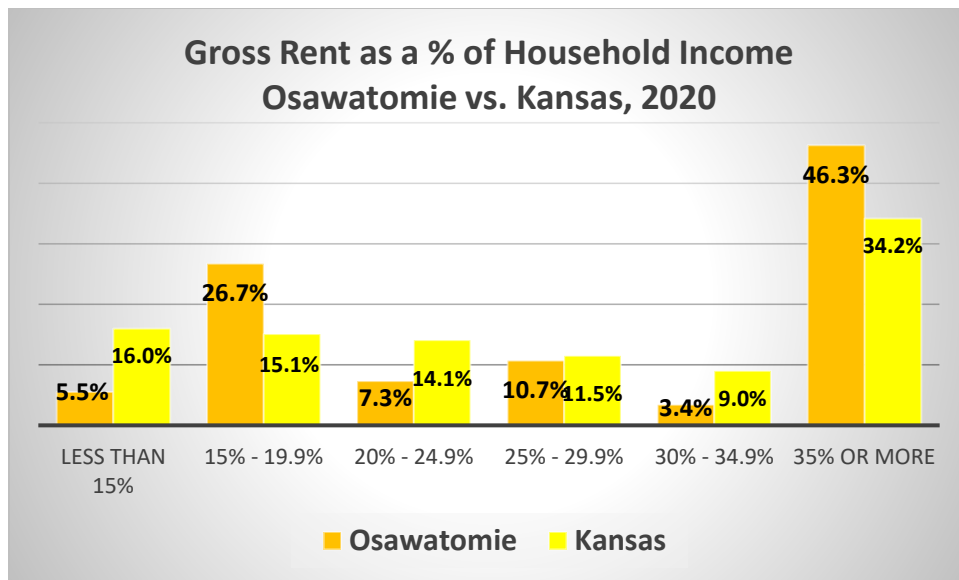
A shortage of quality rental properties exists in Osawatombie with single family homes accounting for most of the market-rate stock. An estimated 21.9 percent of Osawatombie’s rental housing was built between 1960 and 1999 with 78.1 percent prior to 1940. As a result, most of Osawatombie’s rental housing is old and lacks the modern design and amenities of newer properties.



According to the *American Community Survey 2020* the median rent in Osawatombie of \$799 per month compared to the statewide average of \$863. Of the 621 occupied rental housing units, just 13.3 percent rented for less than \$500 per month compared to 11.4 percent statewide. Nearly 53 percent of Osawatombie’s rental stock supported rents of \$500 to \$999 per month with 53.6 percent rented at \$1,000 to \$1,499 per month. No housing in Osawatombie rents for \$1,500 to \$2,999 per month. These rents are reflective of the age and general poor quality of Osawatombie’s rental housing stock.



For 32.2 percent of renter households in Osawatomie the gross rent accounts for less than 20 percent of total household income compared to 31.1 percent statewide. The 46.3 percent of Osawatomie households where the gross rent accounts for 30 percent or more of total household income exceeds the statewide average of 34.2 percent. These households are experiencing rental stress which is defined as paying more than one-third of household income on rent. These rent to household income percentages suggest the need for more affordable and income-based rental housing in Osawatomie.



# **Rental Housing Survey**

To identify current rental housing market conditions in Osawatomie, Kansas a survey was conducted of larger rental properties. For purposes of the analysis, rental properties were classified into three groups, including: 1) market-rate apartments; 2) income-based family apartments; and 3) income-based senior housing. Independent and assisted living senior communities were excluded from the survey. The property data was compiled via the Miami County parcel search and by contacting property managers and leasing agents.

## **Market-Rate Rental Housing**

No large-scale market-rate rental apartment properties currently operate in Osawatomie. As mentioned, single-family homes account for approximately two-thirds of Osawatomie's rental housing stock. Rents for 2-bedroom homes start at \$700 per month with 3-bedroom homes starting at \$800 per month.

At the time of this study market-rate housing available for rent in Osawatomie was limited to a 960 square foot 3 bedroom/1 bath home for \$1,100 per month, a 2 bedroom/1 bath mobile home for \$675 per month, and a 1-bedroom apartment for \$900 per month. The lack of market-rate rental apartments in Osawatomie places a significant constraint on the ability of many individuals and families to obtain suitable rental housing.

## **Income-Based Family Apartments**

An estimated 17.0 percent of Osawatomie households earn less than \$15,000 per year which creates demand for income-based rental assistance. Affordable housing assistance in Osawatomie takes the form of Section 42 Low-Income Housing Tax Credit Program, Section 521 USDA Rental Assistance Program, and the Department of Housing and Urban Development's ("HUD") subsidized housing through its Section 8 Housing Choice Voucher Program.

Eligibility for the Section 8 Choice Voucher Program is determined based on the total annual gross income and family size and is limited to U.S. citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50 percent of the median income for the county or metropolitan area in which the family chooses to live. All Section 8 programs use the very low-income or low-income standards of the median income for the county or metropolitan area in which the eligible household chooses to live.

Based on the Kansas City HUD Metro FMR Area median household income of \$97,700, for FY 2022 the maximum very low-income limit (50% of median income) ranges from \$33,900 annually for a one-person household to \$63,900 annually for an 8-person household. The low-income limit (80% of median income) ranges from \$54,250 annually for a one-person household to \$102,250 annually for an 8-person household. Fair market value monthly rents range from \$762 for efficiency to \$1,569 for 4-bedroom units.

The Multifamily Tax Subsidy Projects income limits are used to determine qualification levels and to set rental rates for low-income housing tax credit or tax-exempt bond projects. Section 42 of the Internal Revenue Service's tax code, also known as the Low-Income Housing Tax Credit (LIHTC), exists to serve high-need households in qualified Census Tracts with an income level at

60 percent of the local median income in distressed housing areas, both for residential purposes and through other community services. The program allows property owners to charge a rental amount not to exceed 30 percent of the tenant's income. Eligibility for the Section 42 Tax Credit Program is determined based on maximum income limits set annually by HUD as a percentage of area median income adjusted for household size.

One income-based apartment property catering to families and singles operates in Osawatomie. The Lom Vista Estates are located at 900 Melody Lane in the southeast quadrant of the city. The property was built in 1981 and totals 64 rental units. Property amenities include an on-site laundry, playground, and off-street parking. The unit mix includes 1-, 2- and 3-bedroom models. The 1 bedroom/1 bath models are 650 square feet of livable area, the 2 bedroom/1.5 bath models are 955 square feet, and the 3 bedroom/1.5 bath models are 1,018 square feet. The property is a Low-Income Housing Tax Credit (LIHTC) so rents can't exceed 30 percent of the tenant's income. Maximum monthly rents are \$524 for the one-bedroom models, \$740 for the two-bedroom models, and \$801 for the three-bedroom models. The property is owned by Yarco Property Management and is fully leased. Demand for income-based rental housing in Osawatomie has been strong for several years.

## **Income-Based Senior Housing**

Seniors 65+ years of age account for 15.2 percent of Osawatomie's total population, or 636 residents. By 2027, the city's senior population is forecast to increase by 13.5 percent, or 86 residents, generating increased need for senior housing.

Three income-based senior rental communities operate in Osawatomie totaling 102 dwelling units.

Built in 1991, Osawatomie Senior Apartments is a Low Income Housing Tax Credit (LIHTC) community in the western portion of Osawatomie at 1545 Brown Avenue. The one-story buildings offer 24, 1-bedroom apartments. Owned by the Hamilton Properties Corporation, property amenities include a laundry and community room. The property is currently fully leased.

The Osawatomie Court Apartments is a senior community located at 405 Carr Avenue within the city's northeast quadrant. Built in 1982, the property features 54 one-bedroom apartments of 500 square feet of livable area. The property was built or renovated using funding from HUD's Section 202 Supportive Housing for the Elderly program. The property is fully leased.

Woodland Hills Estates is a 24-unit rental community catering to residents 55+ years of age. Since the property received Low Income Housing Tax Credits (LIHTC) a certain number of units are reserved for low-income households. Located in the city's northwest quadrant at 502 Woodland Hills Circle, this income-based property features 963 square foot, 2 bedroom/1 bath apartments. Rents are \$575 per month. The property is fully leased.

The modest inventory of affordable rental apartments, high occupancy rates, and large lower income and senior populations suggest Osawatomie can support additional income-based rental units.

## **Conclusions**

By 2020, Osawatombie's housing stock totaled 1,826 dwelling units, of which 11.2 percent, or just 303 dwelling units were in multi-unit structures. By comparison, multi-family housing accounts for 18.4 percent for the State of Kansas housing stock. Osawatombie's multi-family housing stock consists of entirely of properties with 3- to 4-units or 20 or more dwelling units.

Rental housing accounts for 38.5 percent of Osawatombie's occupied housing stock which exceeds the statewide average of 33.8 percent. From 2012 to 2018, the inventory of renter-occupied housing units in Osawatombie increased from 467 units to 671 units. By 2020, the inventory of renter-occupied housing declined slightly to 621 dwelling units. One-unit detached housing accounts for 65.5 percent of the occupied rental housing stock.

A shortage of quality rental properties exists in Osawatombie with single family homes accounting for most of the market-rate stock. Over three-quarters of Osawatombie's inventory of rental housing was built prior to 1940. As a result, most of Osawatombie's rental housing is old and lacks the modern design and amenities of newer properties.

The median rent in Osawatombie of \$799 per month compares to the statewide average of \$863. Nearly 54 percent of Osawatombie's rental stock supports rents of \$500 to \$999 per month with 26.1 percent rented at \$1,000 to \$1,499 per month. Just 10.2 percent of the housing stock rented for excess of \$2,000 per month. These rents are reflective of the age and poor quality of Osawatombie's rental housing stock.

For 46.3 percent of Osawatombie households, the gross rent accounts for 30 percent or more of total income which exceeds the statewide average of 34.2 percent. These households are experiencing rental stress which is defined as paying more than one-third of household income on rent.

No market-rate rental apartment properties currently operate in Osawatombie. At the time of this study market-rate housing available for rent in Osawatombie was limited to three single-family homes, mobile home, and apartment units. The absence of market-rate rental apartments in Osawatombie places a significant constraint on the ability of many individuals and families to obtain suitable rental housing.

An estimated 17.0 percent of Osawatombie households earn less than \$15,000 per year which creates demand for income-based rental assistance. Seniors 65+ years of age account for 15.2 percent of the city's total population, fueling demand for senior housing. Income-based rental housing in Osawatombie is limited to 64 units catering to families and singles and 102 units serving seniors. All the income-based properties are now fully rented.

The primary barrier for prospective renters in Osawatombie is the limited availability of quality market-rate and rental assistance housing units. A quality rental housing stock is an important component in fostering a healthy for-sale housing market by offering prospective residents the opportunity to live in the community before buying a home. Current market conditions and demographics suggest Osawatombie is in need of additional market-rate and income-based rental housing.



# FORECAST HOUSING NEED

The previous sections of this study analyzed the existing housing supply and the demographic characteristics of the population and households in Osawatomie, Kansas. This section of the report provides 5-year housing need estimates for the City of Osawatomie.

## **Demographic Profile and Housing Need**

The demographic profile of a community affects housing needs and the types of housing that is needed and supportable. The various housing life-cycle stages are defined in the text below.

### **Entry-Level Householders**

- Often prefer to rent basic, inexpensive apartments
- Usually singles or couples without children in their early 20's
- Will often "double-up" with roommates in an apartment setting

### **First-Time Homebuyers and Move-Up Renters**

- Often prefer to purchase modestly-priced single family homes or rent more upscale apartments
- Usually married or cohabitating couples, in their mid-20's or 30's, some with children, but most are without children

### **Move-up Homebuyers**

- Typically prefer to purchase newer, larger, and more expensive single family homes
- Typically families with children where householders are in their late 30's to 40's

### **Empty-Nesters and Never-Nesters**

- Empty-nesters are persons whose children have grown and left home while never-nesters are persons who never had children
- Prefer owning but will consider renting their housing
- Some will move to alternative lower-maintenance housing products such as patio homes, garden homes and condominiums
- Generally couples in their 50's or 60's

### **Younger Independent Seniors**

- Prefer owning but will consider renting their housing
- Will often move (at least part of the year) to retirement havens in the Sunbelt and desire to reduce their responsibilities for upkeep and maintenance
- Generally in their late 60's or 70's

## **Older Seniors**

- May need to move out of their single family home due to physical and/or health constraints or a desire to reduce their responsibilities for upkeep and maintenance
- Generally single females (widows) in their mid-70's or older

Smaller rural communities such as Osawatomie, Kansas tend to have higher proportions of younger households that own their housing than in larger growth centers or metropolitan areas. In addition, senior households tend to move to alternative housing at an older age. These conditions are a result of housing market dynamics, which typically provide more affordable single-family housing for young households and a scarcity of senior housing alternatives for older households. However, Osawatomie possesses much different market dynamics from most rural communities its size given its highly educated populous, above average household income levels and housing values, and a high percentage of renter-occupied housing. Therefore, the age categories for housing life cycles are somewhat different in Osawatomie than in other similar-sized rural communities.

Over the next five years residents 35 to 44 years of age and senior 65+ years of age will have the biggest effect on the housing market in Osawatomie with these age cohorts both forecast to experience population growth. Some residents ages 35 to 44 years will prefer move-up single-family homes. Seniors will have a significant impact on the local housing market as the number of residents 65+ years of age is forecast to increase by 13.5 percent over the coming five years. Some of these residents will move out of their single-family homes into independent or assisted living communities. Over the next five years many of Osawatomie's population 15 to 24 years of age will be entering the housing market with demand primarily for rental housing.

## **Housing Need Calculations**

Residential housing need estimates for the City of Osawatomie, Kansas through the year 2027 were forecast based on a demographic and economic model of the new housing market. Key input to the model includes historical patterns in annual residential building permit activity; projected population growth; household composition; average household formation rates; age distribution; and income levels. Demographic and economic characteristics for Osawatomie were provided by the U.S. Census and Esri Business Analyst.

**Rental Housing** – The demand components for new rental housing units in Osawatomie include renter household growth, latent demand for rental housing, and the number of units required for a balanced market. The analysis provides the number of units that the market can support by five monthly rent segments (less than \$650, \$650 to \$799, \$800 to \$999, \$1,000 to \$1,499, and \$1,500 and higher).

**For-Sale Housing** – The analysis considered potential demand from new owner-occupied household growth, latent demand for owner-occupied housing, and the number of units required for a balanced market. Demand estimates were provided for four price points (less than \$150,000, \$150,000 to \$199,999, \$200,000 to \$249,999, and \$250,000 and higher).

This section of the study forecasts: 1) total new housing demand from 2022 to 2027; 2) the mix of housing demand; and 3) the pricing segmentation of for-sale housing and rental housing.

## **Housing Need Forecasts**

Supportable residential housing absorption over the next five years will be a function of resident population growth and household size while income levels and age composition will dictate the type and mix of housing product. As of 2020, Osawatomie's supply occupied housing included 993 owner-occupied housing units and 621 renter-occupied units.

### **Housing Need from Population Growth**

According to the U.S. Census Bureau, from 2010 to 2020, the City of Osawatomie population declined 4.3 percent, losing 192 residents. From 2022 through 2027, Esri Business Analyst forecasts the Osawatomie population to increase by 15 new residents and 16 new households. The senior (65+ years) and family/working adult (35 to 44 years) populations are forecast to experience the largest gains in population and have the greatest impact on the local housing market.

From 2000 through 2019, just two single-family homes were built in Osawatomie. During 2020 and 2021, a total of 14 new homes were built. During 2022, Cassone Homes has plans to build five new homes and Wright Way Homes has plans to build five or six new homes. The City-owned 9.5-acre parcel also has the potential to support near-term new home construction. Based on the recent level of home renovations/flips and new home construction, population growth over the next five years is anticipated to eclipse that forecast by Esri Business Analyst. Instead, by 2027 the city's population is estimated to increase by 60 to 75 new residents.

According to the *American Community Survey 2020* by the U.S. Census Bureau, the City of Osawatomie's average household size is 2.43 persons. Therefore, Osawatomie's forecast population growth through 2027 will yield an estimated 25 to 30 new households and occupied housing units.

### **Latent Housing Demand**

Latent demand occurs when the inventory of available housing is severely constrained. A balanced housing market is generally defined as supporting a 92 percent to 95 percent occupancy rate with 5 percent to 8 percent of the housing stock vacant and available for sale or rent. Healthy markets require a suitable housing stock to be available in order to allow for inner-market mobility and encourage competitive housing prices and rental rates. Markets with vacancy rates below a healthy rate often suffer from escalating home values and rents, minimal tenant turnover, residents being forced into housing situations that do not meet their housing needs, and the inability of nonresidents to enter the market.

As of June 2022, only 17 single-family homes were actively on the market for sale in Osawatomie with 14 homes pending sale. Available rental housing is limited to three dwelling units. The current inventory of 34 available housing units equates to a vacancy rate of just 1.9 percent. The constrained supply of available housing serves as a barrier of entry for those individuals and households interested in moving to Osawatomie.

According to the *American Community Survey 2020*, Osawatomie’s labor force totals 2,102 residents. The mean commute time to work is 23.6 minutes with 58.2 percent of residents working in Miami County and 39.0 percent commuting outside of Miami County. An estimated 20.3 percent of Osawatomie residents have less than a ten-minute commute to their place of work. Another 38.0 percent of workers reside within a 10- to 29-minute commute, and 38.7 percent reside within 30 to 59 minutes. The short commute times to work affords the opportunity for Osawatomie to attract more residents and support additional housing construction.

A report by the County Economic Research Institute found that almost 17,000 Miami County residents are part of the region's workforce. The report also found that almost 43 percent of the county's employed residents work in Johnson County with about 32 percent working within Miami County. Shawnee and Wyandotte counties each attract about 3.5 percent of the county's employed persons. Within Miami County, almost 61 percent of the current jobs are filled by county residents. Another 12 percent are from Johnson County followed by 6 percent from Linn County and 5 percent from Franklin County. The influx of workers commuting into Miami County represents a source of prospective future residents and housing demand.

Favorable qualities of Osawatomie as a place to live include high quality of life, small-town atmosphere, safe affordable housing costs, good schools, and proximity to jobs, shopping, restaurants and entertainment in Southern Johnson County and the Kansas City MSA.

Constraints cited for Osawatomie as a place to live include the lack of retail businesses, restaurants, and lack of quality for-sale and rental housing.

Based on the inventory of housing, current vacancy rate, and a conservative balanced housing market vacancy rate of 4 to 5 percent, over the next five years Osawatomie can support an estimated 14 to 68 additional housing units.

## **Total Housing Need 2022-2027**

To conclude, through population growth, latent housing demand, and achieving a balanced housing market, new housing need from 2022 through 2027 in Osawatomie is estimated at 65 to 88 dwelling units.

### **Osawatomie Forecast New Housing Need; 2022-2027**

<b>Housing Demand Component</b>	<b>Conservative Scenario</b>	<b>Optimistic Scenario</b>
Population Growth	25	30
Latent Demand	40	58
<b>Total Housing Demand</b>	<b>65</b>	<b>88</b>

Source: Canyon Research Southwest, Inc.

## **Housing Mix**

The table on page 46 provides a comparison of Osawatomie's housing stock by unit type against the statewide averages and that of comparable sized cities surrounding both the Kansas City MSA and Wichita MSA. The comparable cities include Paola, Park City, Hesston, Maize, Goddard, and Louisburg. Population and median household income estimates were also provided to determine those cities most comparable to Osawatomie. The housing data was provided by the *American Community Survey 2020*.

Osawatomie's housing stock is dominated by detached single family homes that account for 85.6 percent of the total inventory. By comparison, detached single family housing accounts for 72.7 percent of Kansas' housing stock. The share of single-family housing for the six comparable cities range 61.0 percent to 89.8 percent of the total housing stock, averaging 74.9 percent. This analysis suggests that Osawatomie supports an above average proportion of single-family housing units.

Small multi-family properties with 2 to 9 dwelling units comprise 4.8 percent of Osawatomie's housing stock. By comparison, 2 to 9 dwelling unit structures account for 10.0 percent of Kansas' housing units. For the six comparable cities 2 to 9 dwelling unit structures account for 7.9 percent to 20.8 percent of the total housing stock, averaging 10.2 percent. This analysis suggests that Osawatomie supports a disproportionately low percentage of multi-family properties with 2 to 9 dwelling units.

Multi-family properties with 10 or more dwelling units comprise just 6.4 percent of Osawatomie's housing stock, compared to 8.4 percent of Kansas' housing stock. For the six comparable cities structures with 10 or more dwelling units account for 0.4 percent to 18.8 percent of the total housing stock, averaging 7.4 percent. This analysis suggests that Osawatomie supports a below average percentage of multi-family properties with 10 or more dwelling units.

The mix of future housing demand is best determined by evaluating Osawatomie's population demographics with that of the various housing life-cycle stages. Emphasis is placed on age, education, and income.

Single or couples without children in their early 20's often prefer to rent basic, inexpensive apartments or first-time, for-sale housing. Residents 20 to 24 years of age account for 8.4 percent of the Osawatomie population with those 25 to 34 years of age accounting for 14.0 percent. Individuals with high school degrees or less are more likely to be renters than homeowners. An estimated 54.3 percent of Osawatomie residents are high school graduates or less.

The median household income of renters in Osawatomie is \$32,259, with 51.2 percent of residents earning less than \$35,000 and 19.7 percent earning less than \$15,000. These households tend to be perpetual renters with the lowest income households potentially qualifying for some form of housing assistance. There are 621 occupied rental units in Osawatomie with just 166 income-based rental units. Osawatomie's resident profile for the population under the age of 35 years suggests a significant need for market-rate and income-based rental housing.

First-time homebuyers and move-up renters are usually married or cohabitating couples in their mid-20's or 30's, some with children, but most are without children. These individuals prefer to purchase moderately priced single-family homes or rent more upscale apartments. Residents 25 to 34 years of age account for 14.0 percent of the Osawatomie population with residents 35 to 44

years of age comprising 13.8 percent. The median household income for Osawatomie residents 25 to 44 years of age is \$75,346. The median household income of homeowners in Osawatomie is \$60,425, with 46.6 percent of residents earning \$50,000 to \$74,999 annually. Osawatomie's resident profile for the population 25 to 44 years suggests a sizable market exists for first-time homebuyers and move-up renters.

Move-up homebuyers are typically in their late 30's to 40's, married with children. Residents 35 to 44 years of age account for 13.8 percent of the Osawatomie population with residents 45 to 54 years of age comprising 13.7 percent. The median household income of homeowners in Osawatomie is \$60,425, with 28.2 percent of residents earning \$75,000 or more annually. Osawatomie possesses a sizable move-up market for housing priced at \$250,000 and more.

Through latent demand and population growth the need for new housing from 2022 through 2027 in Osawatomie is estimated at 65 to 88 dwelling units. Osawatomie's current mix of occupied housing units is 61.5 percent owner-occupied and 38.5 percent renter occupied. Given Osawatomie's demographic profile and latent demand for affordable housing this report estimates that through 2027, owner-occupied housing is estimated to account for 60 percent of all **new** housing need with renter-occupied housing accounting for the remaining 40 percent. Therefore, through 2027 the mix of new housing demand is estimated at 39 to 53 owner-occupied units and 26 to 35 rental units.

## Housing Stock Mix Comparison

### City of Osawatomie vs. State of Kansas and Comparable Cities

Units in Structure	Housing Mix as % of Total Housing Stock								City Averages
	Osawatomie	Kansas	Paola	Park City	Hesston	Maize	Goddard	Louisburg	
Population	4,279	2,912,619	5,634	7,654	4,046	5,044	4,797	4,499	5,279
Median Household Income	\$51,307	\$61,091	\$52,417	\$67,286	\$50,644	\$59,856	\$82,270	\$77,182	\$64,943
Housing Units	1,826	1,280,376	2,523	3,156	1,541	1,989	1,579	1,747	2,089
1-Unit, Detached	85.6%	72.7%	75.6%	89.8%	61.0%	56.2%	86.1%	80.8%	74.9%
1-Unit, Attached	0.5%	4.7%	1.8%	0.2%	1.6%	13.2%	1.6%	5.4%	4.0%
2 Units	0.0%	2.5%	10.4%	0.0%	5.5%	4.0%	2.2%	5.2%	4.6%
3 or 4 Units	4.8%	3.6%	2.9%	0.0%	5.7%	3.2%	2.5%	2.3%	2.8%
5 to 9 Units	0.0%	3.9%	2.9%	0.6%	9.6%	0.7%	4.0%	4.0%	3.6%
10 to 19 Units	0.0%	3.6%	1.1%	0.0%	7.5%	12.9%	0.7%	1.1%	3.9%
20+ Units	6.4%	4.8%	3.6%	0.4%	9.1%	5.9%	2.0%	0.0%	3.5%
Mobile Home	2.7%	4.2%	1.7%	9.0%	0.0%	3.9%	0.9%	1.1%	2.8%

Source: American Community Survey 2020.

## **Pricing Segmentation**

Household income levels directly influence housing values and rents. Communities with above average household income levels generally support higher for-sale housing values and rents that exceed those of lower income communities.

Supportable for-sale housing values in Osawatomie were calculated based on historic homes sales velocity by price range, the household composition of its residents, and current lending practices and interest rates. Standard down payments for qualified applicants are 3.5 percent for FHA and 10 percent for conventional home loans. Future for-sale housing absorption in Osawatomie by price range was based on a 30-year loan and a housing expense-to-income ratio of 28 percent for conventional loans and 31 percent for FHA insured loans. FHA conforming loans for single-family homes in Miami County is currently \$431,250.

Housing expenses include principal, interest, property taxes and insurance payments. As a share of total housing costs, annual property taxes are estimated at 2.0 percent and insurance payments at 0.5 percent. Current average mortgage rates are 5.72 percent for a 30-year conventional home loan and 5.66 percent for an FHA loan. Because mortgage rates have increased during the first half of 2022 and are expected to edge slightly higher throughout the remainder of the year this analysis used a range from 5.75 to 6.25 percent.

The table on the following page provides for-sale housing affordability estimates at various household income levels for both conventional and FHA financing.

An estimated 8.9 percent of Osawatomie households earn from \$35,000 to \$49,999 per year. At current FHA and conventional financing standards, households earning \$35,000 annually can support an estimated home purchase of \$101,000 to \$110,000.

An estimated 22.4 percent of Osawatomie households earn from \$50,000 to \$74,999 per year. At current FHA and conventional financing standards, households earning \$50,000 annually can current support a home purchase price estimated at \$144,000 to \$158,000.

An estimated 12.1 percent of Osawatomie households earn from \$75,000 to \$99,999 per year. At current FHA and conventional financing standards, households earning \$75,000 annually can current support a home purchase price estimated at \$215,000 to \$237,000.

An estimated 17.0 percent of Osawatomie households earn \$100,000 or more per year. At current FHA and conventional financing standards, households earning \$100,000 to \$150,000 annually can support a home purchase price estimated at \$290,000 to \$450,000.

Based on current and estimated future household income growth in Osawatomie, through the year 2027, **new** need for entry-level housing priced under \$150,000 is forecast to account for 20 percent of total owner-occupied housing absorption. Move-up housing priced from \$150,000 to \$199,999 are estimated to account for 20 percent of new housing demand with homes priced from \$200,000 to \$249,999 are anticipated to account for 30 percent. Upscale product priced at \$250,000 and more is forecast to account for 30 percent of owner-occupied housing need in Osawatomie through 2027.



## For-Sale Housing Affordability Estimates

Household Income		Down Payment	Monthly Housing Costs	Supported Housing Costs	
				5.75%	6.25%
<b>\$35,000</b>					
Conventional		10.0%	\$817	\$104,784	\$101,309
FHA		3.5%	\$904	\$110,476	\$106,544
<b>\$50,000</b>					
Conventional		10.0%	\$1,167	\$149,502	\$144,425
FHA		3.5%	\$1,292	\$157,939	\$152,193
<b>\$75,000</b>					
Conventional		10.0%	\$1,750	\$223,366	\$215,837
FHA		3.5%	\$1,938	\$237,009	\$228,484
<b>\$100,000</b>					
Conventional		10.0%	\$2,333	\$298,778	\$289,515
FHA		3.5%	\$2,583	\$315,700	\$304,400
<b>\$150,000</b>					
Conventional		10.0%	\$3,500	\$450,547	\$433,997

Household income levels for Osawatomie suggest considerable new need for income-based and affordable market-rate rental housing will materialize through the year 2027. An estimated 39.6 percent of households in Osawatomie earn less than \$35,000 annually. These households tend to be renters with the lower income households a candidate for income-based rental housing.

Through 2027, rental housing at rents of less than \$500 in the City of Osawatomie is forecast to account for 15 percent of total new rental housing need. An estimated 25 percent of new rental housing absorption will originate at rents of \$500 to \$799 per month, 30 percent at monthly rents of \$800 to \$999, 20 percent at monthly rents of \$1,000 to \$1,499, and 10 percent at monthly rents of \$1,500 and more. Single-family housing is expected to capture the highest rents.

The table on the following page outlines our calculations of general-occupancy new housing absorption in Osawatomie, Kansas from 2022 through 2027.

## Forecast New Housing Need by Product Type City of Osawatomie, Kansas; 2022-2027

Housing Type	Affordability Factor % of Households	Total Housing Units	
		Low	High
<b>Owner-Occupied Housing (\$ Value)</b>			
Under \$150,000	20%	8	10
\$150,000 to \$199,999	20%	8	11
\$200,000 to \$249,999	30%	12	16
\$250,000+	30%	11	16
<b>Total Owner-Occupied Housing Need</b>		<b>39</b>	<b>53</b>
<b>Renter-Occupied Housing (Monthly Rent)</b>			
Under \$500	15%	4	5
\$500 to \$799	25%	6	9
\$800 to \$999	25%	8	11
\$1,000 to \$1,499	25%	5	7
\$1,500+	10%	3	3
<b>Total Renter-Occupied Housing Need</b>		<b>26</b>	<b>35</b>
<b>Total Housing Need</b>		<b>65</b>	<b>88</b>

Source: Canyon Research Southwest, Inc.

To conclude, through latent demand and population growth new housing need from 2022 through 2027 in Osawatomie is estimated at 65 to 88 dwelling units. This report estimates that through 2027, owner-occupied housing will account for 60 percent of all **new** housing demand with renter-occupied housing accounting for the remaining 40 percent. Therefore, through 2027 the mix of new housing is estimated at 39 to 53 owner-occupied units and 26 to 35 rental units.

Through 2027 entry-level and first-time move-up new housing need in Osawatomie is estimated at 8 to 10 housing units priced under \$150,000. Owner-occupied housing need is further estimated at 20 to 27 housing units for move-up housing priced from \$150,000 to \$249,999 and 11 to 16 upscale housing priced at \$250,000 and more.

The breakdown of new rental housing need through 2027 is estimated at 4 to 5 dwelling units at a monthly rent under \$500 and 6 to 9 units at \$500 to \$799 per month, much of which may consist of income-based housing. Market-rate rental housing demand is estimated at 8 to 11 units at \$800 to \$999 per month and 8 to 10 units renting at \$1,000 or more per month.

# **SITE EVALUATION**

This section of the study evaluates the 9.75-acre City-owned parcel of land east of 6<sup>th</sup> Street between Chestnut and Kelly Avenues for its suitability as a single-family home subdivision development site.

The criteria used to evaluate the suitability of the City-owned property as a future residential housing development site include site location; infrastructure; entitlements; visibility and exposure; access; and proximity to housing demand generators and services.

## **Location**

The property is in the southern portion of Osawatomie and in proximity to the downtown area. Access to U.S. Highway 169 is provided via Main Street. Existing single-family home neighborhoods abut the property to the north and east.

## **Infrastructure**

All off-site infrastructure is available to the property, including road access, electricity, natural gas, domestic water, and sanitary sewer. The City owns the utility services except for natural gas.

Adjacent street improvements include two asphalt paved lanes of traffic, gutters, streetlights, and power lines on 6<sup>th</sup> Street; two asphalt paved lanes of traffic, curbing, and power lines on Chestnut Avenue; and two asphalt paved lanes of traffic and power lines on Kelly Avenue. Plans call for the complete reconstruction of 6<sup>th</sup> Street past the property.

On-site improvements will require the construction of interior circulation roads complete with the necessary utility extensions. The City of Osawatomie could create a special district and issue a municipal-back bond issue to fund the necessary on-site infrastructure.

## **Entitlements**

The subject property is zoned for residential use. Envisioned is a single-family home subdivision.

## **Visibility and Exposure**

Visibility and exposure are important to the image and marketability of single-family subdivisions.

While the subject property does not offer frontage onto the major arterial of 6<sup>th</sup> Street, it does benefit from visibility from the road. Therefore, the subject property offers sufficient visibility and exposure to support development of a single-family home subdivision.

## **Accessibility**

Regional, local, and on-site vehicular access is important when assessing a prospective single-family home subdivision site.

The subject property benefits from adequate local and regional vehicular access via 6<sup>th</sup> Street, Main Street, and U.S. Highway 169. On-site access is provided via the adjacent neighborhood streets of Chestnut Street and Kelly Avenue.

### **Proximity to Housing Demand Generators**

Proximity to such housing demand generators as employment centers, colleges and urban cores is critical when evaluating a potential residential development site. Osawatomie's largest employers include the Osawatomie State Hospital and Osawatomie Unified School District #367. Many Osawatomie residents commute to southern Johnson County and the Kansas City MSA for work.

To conclude, the subject property benefit from proximity to several housing demand generators for for-sale housing.

### **Availability of Community Services**

A prospective for-sale, single-family subdivision development site should afford convenient access to such community services as shopping, dining, entertainment, recreation, and schools. Osawatomie offers shopping, restaurants, public schools, Flint Hills Trail eastern terminus trailhead, Karl E. Cole Sports Complex, John Brown Memorial Park, public library, and places of worship. Southern Johnson County is a convenient drive from Osawatomie, offering a wide selection of shopping and entertainment options.

### **Conclusions**

Based on the outlined site selection criteria the City-owned property located east of 6<sup>th</sup> Street between Chestnut and Kelly Avenues is suitable for the development of single-family home subdivision, offering the necessary physical attributes; infrastructure; zoning; visibility and exposure; access; and proximity to housing demand generators and services.

Assuming 25 percent to 30 percent of a single-family subdivision's land area is dedicated to street right-of-way and public space, assuming a standard lot size of 9,000 square feet, the subject property could accommodate an average density of approximately 3.4 to 3.6 dwelling units per acre. Therefore, the 9.75-acre parcel could support up to 35 homesites.

# RURAL HOUSING INCENTIVE DISTRICT

The Rural Housing Incentive District (“RHID”) is a program designed to aid developers in building housing within rural communities by assisting in the financing of public improvements. RHID captures the incremental increase in real property taxes created by a housing development project for up to 25 years. To take advantage of the incentive, a property must be within a redevelopment district. Districts are defined by the City or County and must be based on the Housing Needs Analysis.

The Rural Housing Incentive District Act identifies four findings and determinations which must be included in the housing needs analysis. The housing needs analysis must demonstrate the following:

- That there is a shortage of quality housing within City/County;
- That the shortage of housing expected to persist;
- That the shortage of housing is a substantial deterrent to future economic growth in City/County; and
- That the future economic well-being of the City/County depends on governing body providing additional incentives for the construction or renovation of quality housing in City/ County.

These criteria form the primary basis upon which the Secretary will review the housing needs analysis and consider its approval. Based on the findings of the *Housing Study and Needs Assessment* for the City of Osawatomie the four findings and determinations outlined by the Rural Housing Incentive District Act were addressed.

**There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private housing developers.**

Osawatomie suffers from a shortage of quality housing at various product types and price points. Osawatomie homebuyers find it very difficult to find quality, affordable housing that doesn’t require considerable renovation and upgrades.

Osawatomie’s housing stock is old with nearly half of the existing inventory built prior to 1940 and only 6.9 percent built since 1980. Osawatomie’s older housing stock is generally in poor condition, small, and lacks the modern amenities sought by homebuyers that are provided in newer housing. In addition, the city’s housing stock has declined from 1,947 dwelling units in 2000 to 1,826 dwelling units by 2020. From 2000 through 2019, just two single-family homes were constructed in Osawatomie. During 2020 and 2021, a total of 14 homes were built in Osawatomie.

Osawatomie’s for-sale housing stock is heavily skewed toward low-priced housing with very little housing upper-end product. As reported by the *American Community Survey 2020*, 62.5 percent of Osawatomie’s owner-occupied housing stock was valued under \$100,000 compared to 30.1 percent for the state of Kansas. About 35 percent of Osawatomie’s owner-occupied housing stock is valued at \$100,000 to \$199,999, none valued at \$200,000 to \$299,999, and just 2.3 percent valued over \$300,000. The abundance of lower priced homes is attributed to the age, size, and condition of Osawatomie’s housing stock.

The lack of quality housing is a major issue for local employers when recruiting employees from outside of the area. In most cases, new employees end up securing housing outside of Osawatomie as the available housing stock doesn't meet their needs.

From 2015 to 2020, home values in Osawatomie appreciated in value by 8.0 percent which lags the statewide rate of 19.4 percent. By 2020, the median housing value in Osawatomie of \$89,000 compared to the statewide rate of \$157,600. The well below average median home value and rate of appreciation is directly linked to the characteristics and condition of Osawatomie's housing stock.

According to the *American Community Survey 2020*, for 31.4 percent homeowner households and 46.3 percent of renter households in Osawatomie housing costs amount to 30 percent or more of total household income. These households are experiencing housing cost stress which is defined as paying more than one-third of household income on housing.

Osawatomie's housing stock supports a disproportionately high rate of detached single-family homes and a small inventory of attached, multi-family housing product. Detached single-family homes account for 85.6 percent of Osawatomie's housing stock, compared to the statewide average of 72.7 percent. Multi-family housing account for just 11.2 percent of the total housing stock, compared to 18.4 percent for all of Kansas. Due to the below average inventory of multi-family housing in Osawatomie, detached and attached single-family homes account for nearly two-thirds of all occupied rental housing units. No large-scale, market-rate apartment properties exist in Osawatomie.

Osawatomie residents age, education, and income demographics suggest a more diverse mix of for-sale and rental housing is supportable. The market warrants quality entry-level for-sale housing, move-up housing priced over \$200,000, and quality market-rate rental housing. The abundance of low-income households and full occupancy of existing income-based rental properties suggest additional housing inventory is needed.

According to the *American Community Survey*, 23 percent of households in Osawatomie possess incomes under \$25,000 and potentially qualifying for some form of housing assistance. The current inventory of income-based rental housing in Osawatomie totals just 64 dwelling units for singles and families and 102 dwelling units for seniors, all of which are occupied. According to leasing agents for the existing income-based apartment properties the demand for affordable rental housing in Osawatomie has been strong for several years.

Despite in recent years the rate of renovations and resales in Osawatomie has increased and eleven new homes have been built or are under construction, the level of new quality housing has fallen far short from correcting the imbalanced housing market for both owner-occupied housing at a wide range of price points that meets the needs of today's homebuyers. New home construction has focused on existing infill lots serviced with utilities. A larger inventory of vacant lots in Osawatomie is required to stimulate increased new home construction, including infill lots and vacant land.

To conclude, Osawatomie suffers from a shortage of quality for-sale and rental housing at various price points. Market constraints such as the limited inventory of available vacant lots and raw land serviced by infrastructure has hampered efforts by the City and homebuilders to provide sufficient new housing inventory to alleviate the housing shortage.

**The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county.**

From 2000 to 2019, just two new housing units were constructed in Osawatomie. During 2020 and 2021, 14 homes were built. The new homes provide the design and amenities homebuyers seek and have illustrated a market exists for homes priced from \$200,000 to \$250,000. This modest level of new residential construction is insufficient to foster a balanced housing market in Osawatomie.

Housing built prior to 1940 accounts for nearly half of the city's total housing stock. The low costs of much of the city's older housing stock has prompted an upturn in the investment by "flippers" who buy, renovate, and sell at a profit. While the increased level of activity by flippers has produced more quality, affordable housing in Osawatomie, it is insufficient to foster a balanced housing market.

The principal constraints in facilitating new residential construction in Osawatomie is a modest inventory of vacant infill lots and lack of residential land serviced by the necessary infrastructure. A larger inventory of vacant lots and developable land is required to escalate the rate of new home construction activity in Osawatomie.

To conclude, the shortage of quality housing in Osawatomie is expected to persist as attracting builders has proven difficult given the modest inventory of vacant lots and residential land serviced with infrastructure. Additional economic incentives are necessary in order to extend infrastructure needed to facilitate new lot inventory, encourage builders to construct new housing, and private property owners to invest in home renovations.

**The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county.**

Over the past 50 years Osawatomie's population has been stagnant and from 2000 to 2020 experienced an 8.4 percent decline in population, losing 390 residents. The lack of population growth places constraints on the local workforce which adversely impacts new business recruitment and opportunities for existing businesses to grow and expand. The city's existing population of 4,255 residents place constraints on the ability to attract retail businesses need to support area residents.

Continued economic expansion is critical to the economic and fiscal health of a community. To be competitive in attracting businesses a community must offer an excellent quality of life that includes a variety of housing at a wide range of price points, quality schools, low crime, ample recreational entertainment opportunities, and a pro-business environment.

The lack of quality housing is a major issue for local employers when recruiting employees from outside of the area. In most cases, new employees end up securing housing outside of Osawatomie as the available housing stock doesn't meet their needs.

A diverse housing market is a key factor in influencing a community's economic growth and development. Communities with a variety of for-sale and rental housing offer employers a diverse workforce. The shortage of quality for-sale and rental housing is a deterrent to the future economic growth and development of Osawatomie. To be more attractive to prospective businesses, support

a diverse mix of residents and skills, and be more competitive with other communities in the arena of economic development, Osawatombie must improve the selection of its housing stock.

While the City of Osawatombie applies all available statutory incentives to attract businesses and job growth, in recent years economic growth and development has been modest. Economic indicators that are reflective of a community's economic growth and development include trends in total assessed valuation, construction, and retail sales tax collections. The City of Osawatombie's total assessed valuation rose from \$22,285,924 in 2015 to \$23,217,564 by 2018, increasing at an annualized rate of just 1.4 percent. Increased assessed valuation associated with new improvements amounted to \$15,789 in 2015, \$26,051 in 2016, \$89,160 in 2017, and \$424,191 in 2018. The City sales tax collections increased from \$261,754 in 2014 to \$355,682 in 2021. New home construction in Osawatombie totaled 14 homes in 2020 and 2021. These economic indicators suggest that in recent years the City of Osawatombie has experienced modest economic expansion.

The City of Osawatombie's inability to meet prospective companies site requirements hampers the ability to attract employers. Lost economic development opportunities are a symptom of the City's inability to effectively compete with other communities as it pertains to infrastructure, workforce, and housing.

To conclude, the shortage of quality for-sale and rental housing at various price points places the City of Osawatombie at a considerable disadvantage in competing for and fostering future economic growth and development. The shortage of quality housing hampers population growth and the ability to offer prospective businesses a diverse workforce and a growing economy.

**The future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.**

To properly stimulate Osawatombie's new housing market the greatest hurdle to overcome is providing a larger inventory of vacant lots to entice builders to construct new housing as well as extending infrastructure to residentially zoned land to ensure a continued long-term pipeline of building sites. The principal constraint in providing additional lot and land inventory is the City's ability to fund the necessary improvements.

To facilitate future residential construction, new roads need to be constructed and utility lines extended. The City of Osawatombie owns a 9.75-acre parcel of land serviced with off-site infrastructure that is being considered for future development of a single-family subdivision. With a current total assessed valuation of \$23.2 million the City's bonding capacity is limited and may not be sufficient to fund the required street and infrastructure improvements to the property. Alternative funding sources may likely be required to facilitate development of a single-family home subdivision at the property.

To conclude, City of Osawatombie applies all available statutory incentives to attract businesses and job growth, but lack incentives needed to invest in infrastructure required to stimulate new home construction and population growth. Additional incentives are needed by the City to spur the construction of new housing. Without a substantial investment in infrastructure and the resulting increase in available residential lots and serviced tracts of land designated for future residential use the Osawatombie housing market will continue to suffer from modest new home construction activity and unmet housing market needs. Osawatombie's continued housing



imbalance will place significant constraints on the ability to attract employers and foster continued population and economic growth.

Based on the findings of the *Housing Study and Needs Assessment* it has been determined that the City of Osawatomie qualifies as a Rural Housing Incentive District. Osawatomie suffers from a severe shortage of quality for-sale and rental housing at various price points with economic incentives necessary to encourage builders to construct new housing. The economic incentives could be used to fund the construction of additional residential lots and the extension of infrastructure to land designated for future residential use.

# **ADDENDA**

# **EXHIBIT A**

Canyon Research Southwest, Inc., Client Roster

## **CLIENT ROSTER**

During its period of operation, Canyon Research Southwest, Inc. has provided real estate consulting services for a number of leading organizations including:

Appraisal Technology, Inc.  
Arizona State Land Department  
Bain & Company, Inc. (Boston, Massachusetts)  
Bashas' Markets  
Belz-Burrow (Jonesboro, Arkansas)  
Bridgeview Bank Group  
Browning-Ferris Industries  
Cameron Group (Syracuse, New York)  
Cass County, Missouri  
Cavan Real Estate Investments  
D.J. Christie, Inc. (Overland Park, Kansas)  
Church of Jesus Christ of Latter Day Saints  
Circle G Development  
City of Andover, Kansas  
City of Augusta, Kansas  
City of Belton, Missouri  
City of St. Charles, Missouri  
City of Coffeyville, Kansas  
City of Dodge City, Kansas  
City of Duncan, Oklahoma  
City of Fenton, Missouri  
City of Glendale Economic Development Department  
City of Independence, Missouri  
City of Kewanee, Illinois  
City of Lee's Summit, Missouri  
City of Liberty, Missouri  
City of Osawatomie, Kansas  
City of Loveland, Colorado  
City of Newton, Kansas  
City of Oak Grove, Missouri  
City of Osage Beach, Missouri  
City of Mesa Economic Development Department  
City of Mesa Real Estate Services  
City of Phoenix Economic Development Department  
City of Phoenix Real Estate Department  
City of Salina, Kansas  
City of St. Charles, Missouri  
City of Tucson Community Services Department  
City of Warsaw, Missouri  
Dial Realty (Omaha, Nebraska and Overland Park, Kansas)  
DMB Associates  
EDAW, Inc. (Denver, Colorado)  
Frontera Development, Inc.  
Gilded Age (St. Louis, Missouri)

W.M. Grace Development (Phoenix, Arizona)  
Greystone Group (Newport Beach, California)  
Heritage Bank (Louisville, Colorado)  
Highwoods Properties (Kansas City, MO)  
Holiday Hospitality Corporation (Atlanta, Georgia)  
DR Horton Homes (Phoenix, Arizona)  
Kaiser Permanente (Oakland, California)  
Landmark Organization (Austin, Texas)  
Lawrence Group (St. Louis, MO)  
Lee's Summit Economic Development Council (Lee's Summit, Missouri)  
Lowe's Companies, Inc. (West Bloomfield, MI)  
Lund Cadillac  
Marriott International, Inc. (Washington, D.C.)  
MCO Properties  
Meritage Homes  
Metropolitan Housing Corporation (Tucson, Arizona)  
Monterey Homes  
Mountain Funding (Charlotte, North Carolina)  
Navajo Nation Division of Economic Development  
Opus Northwest Corporation  
Opus West Corporation  
Pederson Group, Inc.  
Phelps Dodge Corporation  
Piper Jaffray (Kansas City, Missouri)  
Pivotal Group  
Platte County Economic Development Council  
Pulte Home Corporation  
Pyramid Development (St. Louis, Missouri)  
Ralph J. Brekan & Company  
RED Development (Kansas City, Missouri)  
R.H. Johnson & Company (Kansas City, Missouri)  
Richmond American Homes  
Royal Properties (Champaign, Illinois)  
Salt River Project  
Steiner + Associates, Inc. (Columbus, Ohio)  
Summit Development Group (St. Louis, Missouri)  
SWD Holdings (San Francisco, California)  
The Innova Group Tucson (Tucson, Arizona)  
The University of Arizona Department of Economic Development (Tucson, Arizona)  
The University of Arizona Medical Center (Tucson, Arizona)  
Trammell Crow Residential  
Union Homes (Salt Lake City, Utah)  
Unified Government of Wyandotte County and City of Kansas City, Kansas  
Wal-Mart, Inc. (Bentonville, Arkansas)  
Waste Management  
Wells Fargo Bank NA  
Weststone Properties  
Widewaters (Syracuse, NY)  
Yavapai-Apache Nation (Camp Verde, Arizona)

# **EXHIBIT B**

Resume of Eric S. Lander, Principal  
Canyon Research Southwest, Inc.

## **EDUCATION**

In May, 1981, Mr. Lander received a B.S. in Marketing from the Arizona State University College of Business Administration. He attended Arizona State University from September 1977 to May 1981, and received honors status for his superior cumulative grade point average. During this time, he was an active member of the Marketing Club and National AMA as well as a participant in several research projects involving both local and national firms. In May 1992, Mr. Lander received a Master's in Real Estate Development and Investment from New York University, graduating with honors.

## **BUSINESS EXPERIENCE**

### **Canyon Research Southwest, Inc.**

President (October 1984 to Present)

Established Canyon Research Southwest, Inc. as a multi-disciplined real estate consulting firm designed to provide comprehensive research and analysis to the development, financial, investment, and municipal communities. Responsibilities include direct marketing, project management, staffing, and client relations. The firm has performed in excess of 400 major consulting assignments with over 75 local and national clients. Fields of expertise include market and feasibility analysis of large-scale master planned communities, freeway oriented mixed-use projects, retail centers, office complexes, business parks, and hotels. Additional services include fiscal impact studies, property valuation, and development plan analysis.

### **Mountain West Research**

Associate (December 1988 to January 1990)

Senior Consultant (October 1983 to October 1984)

Mr. Lander managed the company's Commercial Real Estate Services Division. Responsibilities included direct marketing, personnel management, client relations, and consulting on large-scale commercial, office, industrial, and hotel projects. Also contributed to several real estate publications and assisted in the management and marketing of the firm's commercial, office, and industrial (COI) data base.

### **Iliff, Thorn & Company**

Marketing Assistant (January 1982 to December 1983)

Joined Iliff, Thorn & Company during its infancy and became solely responsible for providing in-house marketing support services to its commercial real estate brokers. These services included demographic research, office/industrial/retail market studies, raw land sales packages, site selection analysis, client relations, and property research. Major accomplishments included establishing and implementing office and industrial absorption studies, devised central office market and available raw land files, and organized the development of an industrial/retail map. Also, during this time, Mr. Lander obtained a real estate sales license and became involved in commercial brokerage activities.

## **RANGE OF EXPERIENCE**

For two years Mr. Lander was an instructor with the Commercial Real Estate Institute, teaching classes in Market Analysis, Commercial Property Valuation and Land Valuation.

Mr. Lander is Vice Chairman of the City of Buffalo Preservation Board and a board member for the Campaign for Greater Buffalo History, Architecture & Culture.

For public financing offerings has prepared revenue forecasts for a large number of mixed-use developments throughout the United States.

Mr. Lander, in cooperation with the Drachman Institute of Regional Land Planning, published a working paper titled "Land Development as Value Added in the Development Process and Appropriate Criteria to Rank Sites for Selection of Master Planned Satellite Communities." Since the publication of this working paper, Mr. Lander has conducted numerous market feasibility studies on large-scale, master planned communities throughout the United States. The working paper was also evaluated and utilized by such prestigious universities as Harvard, M.I.T. and the University of North Carolina as part of their Master's program in Real Estate, City and Regional Planning, and Business.

Mr. Lander has provided consulting services on downtown redevelopment projects and historic preservation efforts. Examples include a heritage tourism study for the Erie Canal terminus in Buffalo, New York; evaluation of potential office, retail, hotel and arena development in the downtown areas of Glendale and Mesa, Arizona; retail market evaluation and redevelopment plan for downtown Warsaw, Missouri; a downtown master plan for downtown Lee's Summit, Missouri; and a redevelopment plans for the 24 Highway Corridor in Independence, Missouri and Porter Avenue Corridor in Norman, Oklahoma.

Mr. Lander has conducted *TIF and TDD Revenue Projections* for a variety of large-scale retail projects in Missouri and Kansas. Tax Increment Financing and Transportation Development Districts are government-backed funding mechanisms designed to finance project-specific public infrastructure improvement. Funding is provided via the issue and sale of bonds. In the case of Tax Increment Financing the bonds are repaid with incremental increases in property tax and sales tax revenue generated by the designated redevelopment area. Transportation Development Districts involve the levy of an additional sales tax on businesses operating within the redevelopment area.

Mr. Lander has conducted *STAR Bond Feasibility and Market Studies* on several major tourism-related developments in Kansas. Projects in the Kansas City area include the Kansas City Tourism District, Legends at Village West, Kansas City Research & Medical Campus, Rosedale Station Shopping Center, Prairiefire at LionsGate and The Gateway. Elsewhere in Kansas studies have been prepared for RiverWalk in Wichita and downtown Manhattan, Kansas. The *Market Study* evaluates the market positioning, market demand, short-term development potential and economic impact for the proposed Redevelopment District. Meanwhile, the *Feasibility Study* provides a STAR Bond revenue vs. costs comparison to determine the ability of the Redevelopment District to cover debt service for the projected STAR Bond obligations throughout the bond maturity period.



CITY OF OSAWATOMIE  
YTD TREASURERS REPORT  
AS OF: JUNE 30TH, 2022

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	760,097.03	2,071,918.66	1,687,708.44	1,144,307.25	0.00	( 5,720.70)	1,138,586.55
02 -WATER	56,598.44	515,912.38	553,473.21	19,037.61	0.00	( 545.26)	18,492.35
03 -ELECTRIC	661,818.85	1,975,395.01	1,920,883.69	716,330.17	0.00	( 58,609.87)	657,720.30
04 -SEWER	105,840.60	493,969.11	437,881.74	161,927.97	0.00	( 12,999.98)	148,927.99
05 -REFUSE	6,902.64	347,636.73	187,786.28	166,753.09	0.00	0.00	166,753.09
06 -LIBRARY	113,332.56	29,588.13	14,452.07	128,468.62	0.00	0.01	128,468.63
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	1,385.00	0.00	22,835.10	( 21,450.10)	0.00	0.00	( 21,450.10)
09 -INDUSTRIAL PROMOTION	12,548.42	58,786.50	20,963.83	50,371.09	0.00	( 1,435.00)	48,936.09
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	159.99	19,683.78	18,022.83	1,820.94	0.00	0.00	1,820.94
12 -STREET IMPROVEMENTS	105,915.44	80,949.43	94,854.52	92,010.35	0.00	( 1,452.25)	90,558.10
13 -TOURISM	48,591.23	126,508.17	162,162.30	12,937.10	0.00	( 3,600.00)	9,337.10
14 -PUBLIC SAFETY EQUIPMENT	1,470.98	182,675.53	83,867.51	100,279.00	0.00	0.00	100,279.00
15 -POLICE SEIZURES	0.00	1,019.00	0.00	1,019.00	0.00	0.00	1,019.00
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	142,584.28	279,102.53	176,705.94	244,980.87	0.00	427.45	245,408.32
21 -CIP - GENERAL	155,212.81	75,000.00	0.00	230,212.81	0.00	0.00	230,212.81
22 -CIP -WATER	51,235.20	66,101.30	78,873.49	38,463.01	0.00	0.00	38,463.01
23 -CIP - ELECTRIC	33,294.86	38.11	0.00	33,332.97	0.00	0.00	33,332.97
24 -CIP - SEWER	157,128.86	83,240.00	46,043.18	194,325.68	0.00	0.00	194,325.68
25 -CIP - STREET PROJECT	223,796.76	5,301,714.40	163,126.68	5,362,384.48	0.00	0.00	5,362,384.48
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	78,035.92	509,097.22	371,000.76	216,132.38	0.00	( 5,880.89)	210,251.49
32 -CAFETERIA 125	88,906.32	8,006.26	13,337.15	83,575.43	0.00	0.00	83,575.43
35 -TECHNOLOGY FUND - CIP	28,849.87	27,726.94	23,350.42	33,226.39	0.00	0.00	33,226.39
41 -BOND & INTEREST	309,904.70	947,156.74	212,063.75	1,044,997.69	0.00	0.00	1,044,997.69
43 -ELECTRIC DEBT SERVICE	164,634.73	225,000.00	0.00	389,634.73	0.00	0.00	389,634.73
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	21,890.08	19,388.00	16,643.00	24,635.08	0.00	0.00	24,635.08
53 -FORFEITURES	26,466.76	669.00	500.00	26,635.76	0.00	0.00	26,635.76
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	0.00	0.00	0.00	0.00	0.00	0.00
58 -MAYOR'S CHRISTMAS TREE FU	2,780.01	0.00	0.00	2,780.01	0.00	0.00	2,780.01
93 -CREDIT CARD CLEARING FUND	13,637.46	( 2,154.67)	0.00	11,482.79	0.00	0.00	11,482.79
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,396,877.38	13,444,128.26	6,306,535.89	10,534,469.75	0.00	( 89,816.49)	10,444,653.26
	=====	=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

# 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

July 28, 2022

#### **2023 Budget Development:**

We have been working with council members on an individual basis to help explain the budget process. As we approach the August 25<sup>th</sup> hearing date, we encourage anyone on the council or the public for that matter to come to city hall to meet with either Mike or I on the budget and what our plans are.

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

At the June 9<sup>th</sup> council meeting, we held a public hearing for the full application to the State of Kansas/USDA for financing. On September 8<sup>th</sup>, we will need to hold a public hearing to utilize the state revolving loan fund for the temporary financing portion of the project. All funds expended to this date for the design of the plant and distribution system will be reimbursable. Additionally, the environmental assessment reports have been completed as of the end of May. A cultural resources study of the water treatment plant site was requested by the Kansas State Historical Society which should be completed by the end of July. None of these items will hold up progress on design however. Lastly, we are still waiting on a letter of conditions to be issued by the Agency(ies). We won't get the letter of conditions on this project until after the cultural resources study is complete due to the size of the project. Additionally, we are eligible for the "poverty" designation under the USDA rules which equates to an interest rate below 2% and we will also be eligible for some yet to be determined level of principal forgiveness.

#### **Wastewater Treatment Plant Status:**

Our ongoing battle with inflow and infiltration (I&I) continues to be an issue. BG Consultants issued 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. Unfortunately, we only received one bid, but they are the most reputable firm that provides this kind of service. Their price was \$110,250. This covers approximately 60,000 LF (<11 miles) of sewer mains. We have requested the bid validity to be extended for an additional forty-five (45) days, or July 5<sup>th</sup>.

Additionally, the contractor performing the upgrades at the WWTP has begun to mobilize. Initial work this month will include some potholing/investigatory work and initial excavations, with the core work required beginning in August due to lead times on equipment.

**Middle School Water Line Update:** The small stretch of the line that takes the line from the NW corner of 4<sup>th</sup> and Pacific Ave., North to roughly Mill St. has been completed. All that remains is

the sidewalk to be replaced. This short addition allows the new line to be tied (looped) into the lines on both Brown Avenue and Mill St. which will improve our abilities to isolate certain segments of lines if there were to be a break that needed repaired, and keep water on for more residents. Additionally, the county has reimbursed the city for their portion of the cost which they agreed to back in October of last year through an interlocal agreement.

**Evergy Solar Array Development:**

On March 10<sup>th</sup>, I provided the council with the current redlined draft of the PPA (Resolution 979). This resolution will be back before the council to vote on once the PPA, final cost per MWh, and the purchase price of the facility can be known. We are planning to have this before the council on September 8<sup>th</sup>. Additionally, this resolution and the PPA have been included in the council packet for your review.

**Levee Certification Update:**

Our consulting engineer, Wood has submitted the revised, final certification packet to FEMA. On July 18<sup>th</sup>, we received notification from FEMA that they have accepted our accreditation materials for a certified levee. The levee is now fully compliant with 44 CFR 65.10. I have attached a copy of this letter and the enclosed map showing the levee that conforms with the federal regulation. Should you have any questions, please do not hesitate to reach out to me. Our next phase is mapping. An initial meeting is scheduled to happen within the first couple of weeks of August.

**2022 and 2023 Street Improvements:**

Design on 6<sup>th</sup> Street from Kelly Ave. to Lincoln Ave. as well as Brown Ave. from 7<sup>th</sup> to 12<sup>th</sup> continues. We are ready to resubmit for the Fall round of the KDOT Cost Share Grant program. The balance of the streets that are slated for 2022 will be ready to bid by the end of July. On July 19<sup>th</sup>, we held a preconstruction meeting with Killough Construction. Door hangers for the effected residents were circulated during the week of July 18<sup>th</sup>. Killough's surveyor was out the week after. Mobilization **WAS** scheduled for 8/. However, with this week's rainy evenings and early mornings, that is pushing the contractor's current project past their planned demobilization from that site. We are currently looking at a mid-week next week for mobilization and start of the construction project. Both the contractor's equipment and construction signage will go up at approximately the same time. The contract allows for a 45-day (work day, not calendar day) duration to hit substantial completion, with 10 additional days for final completion. Additionally, the RFP for "Phase II" of the 2022 streets went out for bid. Bidders will have three weeks to compile their bids. We are targeting an award of the Phase II streets on August 25<sup>th</sup>.

 **COPY**



**FEMA**

July 14, 2022

The Honorable Nick Hampson, Mayor  
City of Osawatomie  
509 Fifth Street  
PO Box 37  
Osawatomie, KS 66064

Dear Mayor Hampson:

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) is pleased to inform you that we have accepted the accreditation materials that Wood Environment and Infrastructure Solutions, Inc. submitted on behalf of the City of Osawatomie for the Osawatomie, Kansas Flood Protection Project, also referred to in the National Levee Database (NLD) as the Osawatomie Levee (NLD System ID 3605000008).

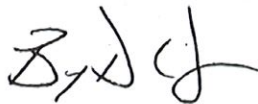
As you know, FEMA has been producing a new countywide Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) for Miami County, Kansas. As part of this effort, we requested that information on the Osawatomie Levee system be submitted in order to continue to accredit it for base (one-percent-annual-chance) flood hazard reduction on the new FIRM.

The materials that Wood Environment and Infrastructure Solutions Inc. submitted for the Osawatomie Levee system from April 2021 through June 2022 were adequate to demonstrate the levee's compliance with the minimum requirements outlined in Title 44 of the Code of Federal Regulations, Section 65.10 (44 CFR 65.10), and to substantiate that adequate design, operation and maintenance systems are in place to provide reasonable assurance that protection from the base flood exists. The levee system is shown in the attached enclosure.

FEMA has accepted the Osawatomie Levee system (as shown in the attached enclosure) as complying with 44 CFR 65.10. The levee will be shown as fully accredited on a future Flood Insurance Rate Map (FIRM) for Miami County, Kansas.

If you have any questions, please contact Dawn Livingston of my staff at (816) 283-7055.

Sincerely,



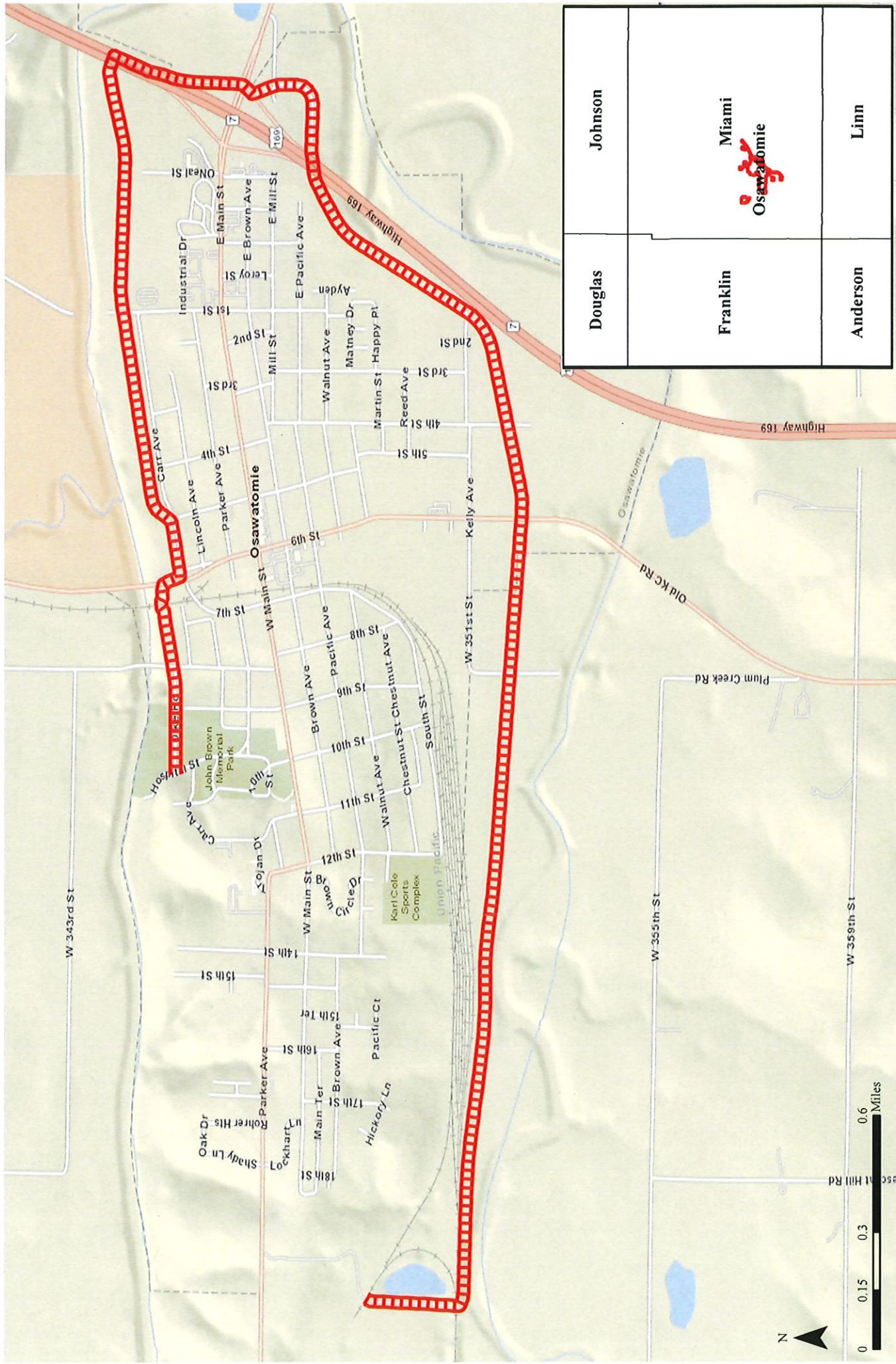
Bryan D. Murdie, Chief  
Risk Analysis Branch

The Honorable Nick Hampson, Mayor  
July 14, 2022  
Page 2

Enclosure: Osawatomie Levee System

cc: Bret Glendening, Deputy City Manager, City of Osawatomie  
Michele Silsbee, Director of Public Works, City of Osawatomie  
Matthew H. Long, PE, Wood Environmental & Infrastructure Solutions, Inc.  
Steve Samuelson, State of Kansas NFIP Coordinator  
Jennifer Wood, U.S. Army Corps of Engineers, Kansas City District  
Anish Pradhananga, Engineer, STARR II





# Osawatomie Levee System

## Miami County, Kansas



FEMA

# CITY OF OSAWATOMIE



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

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*Nick Hampson, Mayor*

July 15, 2022

Daniel Gaikowski  
133 Walnut  
Osawatomie, KS 66064

RE: Hearing for codes and ordinance violations at 305 Pacific Ave.

Dear Mr. Gaikowski,

We have received your request for a hearing regarding codes and ordinance violations for the property located at 305 Pacific Ave.

The hearing shall be held by the Governing Body at the next regularly scheduled council meeting on **July 28<sup>th</sup> at 6:30 p.m.** Council meetings are held at Memorial Hall located at 411 11<sup>th</sup> Street, Osawatomie, KS 66064.

At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.

Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner proved in Chapter 8, Article 2, Section 8-208.

Sincerely,

Tammy Seamands  
City Clerk

# CITY OF OSAWATOMIE



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*L. Mark Govea, Mayor*

**Code Enforcement**  
*Courtesy Letter*

**Date:** 1/06/2022

**Name:** Daniel R Gaikowski  
**Address:** 133 Walnut  
Osawatomie, KS 66064

**Concerns: (305 Pacific)** Siding defects, surface coatings, fascia, roof and surface coatings on detached structure, door defects

Hello, my name is David Ellis, and I am the officer responsible for enforcing nuisance violations within the city of Osawatomie. In recent months, the City of Osawatomie has doubled down on our efforts to tackle outstanding nuisance and code violations as part of our work to accomplish one of the most commonly stated community goals of late. "clean up the town."

The Chief Building Inspector, Ed Beaudry, and I have been concentrating on educating people on our existing nuisance, building and zoning regulations to help homeowners and tenants bring their properties back up to code. I have been working with several residences in the area and I am sending you this courtesy letter in order to inform and obtain voluntary compliance as it relates to our initiative to "clean up the town."

This letter is intended to inform homeowners that 45 -Day Notices will be issued in the Spring of 2022 in reference to home improvements. Improvements include but not limited to exterior treatments on exposed structure surfaces, roofs, fascia, soffits, window seals and doors. We are asking homeowners to fix up current structures, or tear down those structures that are cost prohibitive or present a safety hazard. The 45-Day Notice will require the home and other structures on the property be brought up to the 2006 International Property Maintenance Code standards in order to present a nice, clean, and safe appearance within the community. The City will be adopting a newer version of the International Property Maintenance Code within the next few months. The Property Code can be located on the City of Osawatomie web site.

The procedure is as follows:

1. If the homeowner starts improvement, and progress is visually apparent, then no 45-Day Notice will be issued. \*(Homeowners are still responsible for apply and obtaining **Building Permits**)
2. Once the 45-Day Notice is issued, the homeowner has 45 days in order to apply and pick-up Building Permits
3. The Building Permit will be good for 6 Months.
4. After the 6 Months, the project is completed or there is a review of work completed up to that date.
5. An additional 6 months may be granted.
6. If the property is not brought up to code, or there are **Permit** issues, then legal action may result.

Again, this is a **courtesy letter**; I thank you in advance for our time in helping me try to make a difference in our community. If you have any questions, please call me at 913-755-2146, ext. #3.

Sincerely,

D. Ellis  
Osawatomie City Code Enforcement Officer



\*Attached photos are some of the violations, but may not include all of the violations



## Ordinances that may apply in your circumstance

### 4-202. International building code incorporated; amendments and deletions.

There is incorporated by reference, for the purpose of adopting regulations, provisions, terms, and specifications, for the control of buildings and structures within the City and growth areas of Osawatometie; the 2006 International Building Code, International One and Two Family Residential Code, International Plumbing Code, International Fuel Code, International Mechanical Code, Existing Building Code, and International Fire Code Dated January 2006 as published by the International Code Council, Inc., and the National Electrical Code 2005, as published by the National Fire Protection Association, excepting only such parts or portions thereof as are specifically deleted or amended and including such new and additional provisions added to said code herein after referred to as the 2006 Codes. Not less than one (1) copy of said 2006 Codes shall be marked Official Copy as Adopted by Ordinance No. 3622, to which shall be attached a copy of the ordinance codified herein, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

(Ord. 3662, Sec. 1; Code 2008)

### 4-207. Same; duties.

The building inspector shall have the following duties:

- (a) To enforce all regulations relating to construction, alteration, repair, removal and demolition of building and structures;
- (b) May permit, on the basis of duly authenticated reports from recognized sources, the use of new materials or modes of construction, not provided for in this article, and may, for the purpose of carrying out the intent of this article adopt an accepted standard of material or workmanlike practices of federal or state bureaus, national, technical organizations or fire underwriters;
- (c) To examine all buildings in the process of erection, construction, alteration or relocation in the city for the purpose of determining whether the work is in compliance with the permit given and in compliance with the regulations of the city pertaining to such work, including zoning regulations; and;
- (d) To keep comprehensive records of applications, of permits or certificates issued, of inspections made, of reports rendered, and of notices or orders issued. All such records shall be open to public inspection during stated office hours, but shall not be removed from the office of the building official without his or her written consent.

(Code 2008)

### 4-208. Same; powers.

The building inspector shall have the following powers:

- (a) To enter any building or structure or premises at any reasonable hour, whether complete or in the process of erection, to perform the duties contained in this chapter;
- (b) To adopt and enforce all such prudent emergency measures as he or she may deem necessary and expedient for the public safety under the laws of the city;
- (c) May cause any work done in violation of this chapter to be discontinued until he or she shall have satisfactory evidence that the work will be done in accordance with the building regulations of the city, subject to the right of any builder or owner to appeal to the building code board of appeals.

### 4-210. Clarification; modification.

- (a) The building code board of appeals shall be the final determiner of the scope and meaning of all provisions of the building code which may be unclear, ambiguous, or requiring interpretation.

- (b) The building inspector shall have power to modify any of the provisions of the building code upon application in writing by the owner or lessee or his or her authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code. In approving modifications, the building inspector shall see that the spirit of the code is observed, public safety secured and substantial justice done. The particulars of a modification when granted or allowed and the decision of the inspector thereon shall be entered upon the records of the building inspector and a signed copy shall be furnished to the applicant.

(Code 2008)

### 4-211. Building permit required; application; approval.

- (a) It shall be unlawful for any person to hereafter:
  - (1) Erect or cause to be erected within the city any building or structure of any kind or enlarge or add to the outside dimension thereof, or
  - (2) Relocate any building or structure already erected or which may hereafter be erected, or
  - (3) Remodel any building or structure within the city without a building permit being first obtained therefor from the chief building official or his or her appointee. The application for such permit shall be made and the permit obtained before work is commenced upon any building or structure or the foundation thereof, or before the removal of any building begins, or
  - (4) Build any fence, wall, slab, other permanent structure which abuts, attaches to, or creates water drainage onto the public right-of-way, private property, easement, or public means of conveyance, including but not limited to, sidewalk, street, or alley.
- (b) Work Exempt From Permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the jurisdiction's provisions.
  - (1) Building.
    - (A) Retaining walls that are not over three (3) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
    - (B) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

- (C) Prefabricated swimming pools that are less than twenty-four (24) inches (610 mm) deep and do not exceed five thousand (5,000) gallons (18,927 L).
- (D) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
- (E) Privately owned swings and other playground equipment installed at single-family or duplex structures.
- (F) Movable cases, counters and partitions not over five (5) feet nine (9) inches (1,753 mm) in height.
- (2) Electrical.
  - (A) Repairs and maintenance. A permit shall not be required for minor repair work, including the replacement of fixtures or the connection of approved portable electric equipment to approved permanently installed receptacles.
  - (B) Radio and television transmitting stations. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but does apply to equipment and wiring for power supply and the installations of towers and antennas.
  - (C) Temporary testing systems. A permit shall not be required for the installation of any temporary systems required for the testing or servicing of electrical equipment or apparatus.
- (3) Gas.
  - (A) Portable heating appliance.
  - (B) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- (4) Mechanical.
  - (A) Portable heating appliance; cooking or clothes drying appliances.
  - (B) Portable ventilation appliances such as listed fans, space heaters or similar appliances.
  - (C) Portable cooling units.
  - (D) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code that does not alter approval of equipment or makes such equipment unsafe.
  - (E) Replacement of any minor part that does not alter the approval of equipment or make such equipment unsafe.
  - (F) Portable evaporative cooler.
  - (G) Self-contained refrigeration systems containing five (5) pounds (2.27 kg) or less of refrigerant or that are actuated by motors of one (1) horsepower (746 W) or less unless the unit is of portable design.
  - (H) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
- (5) Plumbing.
  - (A) The stopping of leaks in drains, water, soil, waste or vent pipe; provided however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
  - (B) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

#### **8-207. Notice of violation; authority to issue notice to appear.**

Any person, corporation, partnership or association found by the public officer to be in violation of this Chapter shall be sent a Notice of Violation by the public officer. The Notice of Violation shall state:

- (a) The address where the condition exists; and
- (b) The condition which has caused the violation of this Chapter; and
- (c) The person or entity in violation shall have 10 calendar days from the date of Notice of Violation to alleviate any nuisance violation of this Chapter except an exterior structure nuisance shall have 30 calendar days; or in the alternative,
  - (1) The person or entity in violation may enter into a written agreement with the City to alleviate the nuisance violation within a specified time limit if the public officer believes an extended period of time is warranted. Failure to eliminate the violation under the terms of the agreement waives the right to a hearing before the hearing officer and the person or entity in violation will be served a Notice to Appear in Municipal Court; or
  - (2) That the person or entity in violation may, within 10 calendar days from the date of the Notice of Violation, request in writing for a hearing on the matter as provided in Section 8-210.
- (d) That failure to alleviate the condition will result in either,
  - (1) abatement of the condition by the City with the costs assessed against the property under Section 8-212; or
  - (2) the person or entity being served a Notice to Appear in Municipal Court for adjudication of the violation.

#### **8-302. Yard nuisance.**

It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood, or the City. This shall include conditions which are not readily visible from any public place or from any surrounding private property. A yard nuisance shall include, but not be limited to, the scattering over or the leaving, depositing, or accumulation on the yard of any of the following:

- (a) Lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, boxes, barrels, drums, packing crates or pallets, salvage materials, junk or refuse, garbage, trash, litter or other materials except building materials to be used within ninety (90) days for construction on the premises if properly authorized by a current building permit and except properly maintained compost piles as defined by this Article shall not constitute a nuisance.
- (b) Indoor furniture, appliances, mattresses, bedding, stoves, refrigerators, televisions, sinks, lawn mowers, shopping carts, or other such items of person property or general household items.
- (c) In residential districts a maximum of 4 cords of wood on one premises and only in rear yard and neatly stored.
- (d) All trees, hedges, signs, fences or other obstructions that violate the sight triangle requirements in the City Zoning Ordinance.
- (e) All limbs of trees which are less than eight (8) feet above the surface of any public sidewalk or fourteen (14) feet above the surface of any street.
- (f) The placement of clothes, laundry or washed articles in any portion of the front yard.
- (g) Storing piles of dirt, rock gravel, sand, concrete, and other similar materials for more than ninety (90) days unless the materials are part of a project for which a building permit has been issued or is part of a legitimate business allowed under and in compliance with the City's zoning regulations.
- (h) Property lacking appropriate landscaping, turf, or plant material so as to cause excessive dust.
- (i) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use, public sale, or for ornamental purposes.
- (j) All articles or things whatsoever caused, kept, maintained, or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood.

# CITY OF OSAWATOMIE



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

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

**Date:** 7/01/2022

## *Code Enforcement*

**Name:** Tammy Hodgkinson or Daniel Gaikowski  
133 Walnut  
Osawatomie, KS 66064

**RE:** 45-DAY NOTICE OF INVESTIGATION AND VIOLATION

Dear Owner

In recent months, the City of Osawatomie has doubled down on our efforts to tackle outstanding nuisances and code violations as part of our work to accomplish one of the most commonly stated community goals of late: "clean up the town." Our Chief Building Inspector, Ed Beaudry, and Code Enforcement Officer, David Ellis, have been concentrating on educating people on our existing building and zoning regulations to help homeowners bring their properties back up to code. In the process of this work, we have investigated and discovered the below stated violations of the City of Osawatomie, Building and Zoning Code, for the below referenced property(s).

Research of the property ownership records has found that you are the owner of record of the property. A preliminary investigation of the premises has found evidence that there are conditions present on the property that would be considered as a violation of the Code of the City of Osawatomie: **Ordinance 3715, Amended July 2017 (Ordinance 3749), Article 15**, referred to as **Zoning Regulations, Subdivision Regulation & Floodplain Management Regulations; Ordinance 3762, Chapter 4, adaption of the 2006 International Property Maintenance Code; 2006 International Residential Code**; for the City of Osawatomie.

The observed conditions for the locations listed below that are considered as creating a violation are as follows:

**Address or General Location:** 305 Pacific Ave , Osawatomie, KS.

**Parcel I.D. Number:** 1711104005002000

**Violation(s):** Exterior Structure Nuisance, City Code 8-303  
Protective treatments on structure(s), 2006 IPM Code, Chapter 3, Section 304.5  
Window, and door framing defects, 2006 IPM Code, Chapter 3, Section 304.13  
Foundation defects, 2006 IPM Code, Chapter 3, Section 304.5  
Siding and overhang defects, 2006 IPM Code, Chapter 3, Section 304.6 & 304.9  
\* **Other deficiencies not listed above need to be addressed as outlined in the 2006 International property maintenance Code.**

## **YOU ARE FURTHER NOTIFIED THAT:**

1. You have **45** days from the date of service of this Notice to obtain permits and start the process of remedying the issue(s) at the above described property(s). Application for permit needs to be submitted prior to the 45-Day expiration (if applicable). Improvements to the structure(s) need to be readily apparent within the 45-Days. Improvements need to be completed or near completion within the **6 Month** period from the date of this Notice.
2. You have **10** days from the date of service of this Notice to contest the findings of the Public Officer and to request a hearing, as provided in **Chapter 8 Article 2 Section 8-210**, before the Governing Body by filing a written request for a hearing with the Governing Body of the City of Osawatomie (439 Main St. Osawatomie, KS, 66064). Failure to make a timely request shall constitute a waiver of your rights to contest the allegations of this Notice.
3. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by the state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Per day fines for violating any section of this code shall be not less than **\$50.00** and not more than **\$100.00**

Your cooperation and timely attention to this matter is appreciated. If you have any questions or comments, feel free to contact me at **(913) 755-2146 ext. 2**, or David Ellis at **ext. 3**

Sincerely,

Ed Beaudry  
Osawatomie Chief Building Inspector

Cc: David Ellis, Osawatomie Nuisance Code Enforcement



\* Photos include some of the violations, but may NOT include ALL of the violations on the property.



Foundation, siding, and overhang defects



Porch decking, windowsill defects



Protective treatment defects, woody vegetation around structure



Siding, structural defects



Siding defects, vegetation encroachment on structure.



Detached structure nuisance, roof and siding defects and coatings

### 8-210. Hearing. (Appeal)

- (a) If a hearing is requested within the 10-day period as provided in Section 8-207, such request shall be made in writing to the City Clerk. Failure to make a timely request for a hearing shall constitute a waiver of the person's or entity's right to contest the findings of the public officer.
- (b) The hearing shall be held by the Governing Body, as soon as reasonably possible after the filing of the request and the person or entity shall be advised by the City of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.
- (c) Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner provided in section 8-208.

**8-303. Exterior structure nuisances.**

It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood or the City. This should not include conditions which are not readily visible from any public place or from any surrounding private property. Structure exterior nuisance conditions shall include, but not limited to, deteriorated, dilapidated, or unsightly:

- (a) exteriors of any structure;
- (b) exteriors of any accessory structure; or
- (c) fences, walls, or retaining walls;
- (d) refuse or personal property placed on rooftops;
- (e) buildings, fences, signs, or other structures that are or have been abandoned, boarded up, partially destroyed, or permitted to remain in a state of partial construction for a period of ninety (90) days or more, (180 days for partial construction) and where continuation of the condition is unsightly or is hazardous to the public health, safety, or welfare.
- (f) exterior nuisance conditions shall also include graffiti on the above listed exteriors.

**107.5 Transfer of ownership.** It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official, and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

**8-501. Incorporation of International Property Maintenance Code; amendments and deletions.** There is incorporated by reference, for the purpose of adopting regulations, provisions, terms, and specifications, for the control of property maintenance within the City and growth areas of Osawatomie; the 2006 "International Property Maintenance Code", dated January 2006, as published by the International Code Council, Inc., excepting only such parts or portions thereof as are specifically deleted or amended and including such new and additional provisions added to said code herein after referred to as the 2006 Property Maintenance Code. Not less than one (1) copy of said 2006 Property Maintenance Code shall be marked "Official Copy as Adopted by Ordinance No.3 637", to which shall be attached a copy of the ordinance codified herein, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

(Ord. 3637, Sec. 1; Code 2008)

**SECTION 304****EXTERIOR STRUCTURE**

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces

**304.13 Window, skylight and door frames.** Every window, with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**[F] 304.3 Premises identification.** Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address

**304.10 Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

**304.11 Chimneys and towers.** All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

**304.12 Handrails and guards.** Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13.1 Glazing.** All glazing materials shall be maintained free from cracks and holes.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.15 Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance



numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

**[F] 304.3 Premises identification.** Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

**304.4 Structural members.** All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment. specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.15 Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

R702.3 Gypsum board. R702.3.1 Materials

R702.3.2 Wood framing R702.3.3 Steel framing.

R702.3.4 Insulating concrete form walls.

**304.16 Basement hatchways.** Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

**304.17 Guards for basement windows.** Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

**304.18 Building security.** Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

**304.18.1 Doors.** Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.













Front porch









West side of residence





East side of front porch, hole in foundation, overhang post not fastened.





South east corner of residence





East side of detached garage













South side of residence





Southwest corner of residence

# CITY OF OSAWATOMIE



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

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

Date: 7/01/2022

Code Enforcement

Name: Tammi Hodgkinson or Daniel Gaikowski

Address: 133 Walnut  
Osawatomie KS 66064

RE: 10-DAY NOTICE OF INVESTIGATION AND VIOLATION

Address or General Location: 305 Pacific Ave , Osawatomie, KS.

Parcel I.D. Number: 1711104005002000

Dear Property Owner

The City of Osawatomie has investigated and discovered a violation of the City of Osawatomie Nuisance Code at the above referenced property. Research of the property ownership records has found that you are the occupant of record of the property. A preliminary investigation of the premises has found evidence that there are conditions present on the property that would be considered as a violation of the Code of the City of Osawatomie **Chapter 8 Article 3 Section 8-302, Chapter 8 Article 5 Section 8-502** referred to as the Code of the City of Osawatomie Kansas.

The conditions that have been observed that are considered as creating a violation are as follows

- Yard Nuisance –
1. Tall grass and or unsightly vegetation
  2. Woody & unsightly vegetation on structures, and fence.
  3. Scattered items or trash in yard (\*if applicable)

## YOU ARE FURTHER NOTIFIED THAT:

1. You have **10** days from the date of service of this Notice to remedy the issue at the above described property
2. You have **10** days from the date of service of this Notice to contest the findings of the Public Officer and to request a hearing as provide in **Chapter 8 Article 2 Section 8-210** before the governing body by filing a written request for a hearing with the governing body City of Osawatomie 439 Main St. Osawatomie, KS. 66064. Failure to make a timely request shall constitute a waiver of your rights to contest the allegations of this Notice.
3. This will be the only Notice issued for the remainder of the calendar year as it realtes to vegetation or trash issues. The property will be palced on a **mowing list**.
4. A “Special Assessment” of a **\$200/hr. minimum** or more will be applied to the property each time maintenance is conducted by the City or contractor.

Your cooperation and timely attention to this matter is appreciated. If you have any questions or comments, feel free to contact me at **(913) 755-2146 ext. 3**

Sincerely,

D. Ellis  
Code Enforcement Officer



**8-210. Hearing. - (Appeal)**

(a) If a hearing is requested within the 10 day period as provided in Section 8-207, such request shall be made in writing to the City Clerk. Failure to make a timely request for a hearing shall constitute a waiver of the person's or entity's right to contest the findings of the public officer.

(b) The hearing shall be held by the Governing Body, as soon as reasonably possible after the filing of the request and the person or entity shall be advised by the City of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.

(c) Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner provided in section 8-208.

**8-302. Yard nuisance.**

It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood, or the City. This shall include conditions which are not readily visible from any public place or from any surrounding private property. A yard nuisance shall include, but not be limited to, the scattering over or the leaving, depositing, or accumulation on the yard of any of the following:

(a) Lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, boxes, barrels, drums, packing crates or pallets, salvage materials, junk or refuse, garbage, trash, litter or other materials except building materials to be used within ninety (90) days for construction on the premises if properly authorized by a current building permit and except properly maintained compost piles as defined by this Article shall not constitute a nuisance.

(b) Indoor furniture, appliances, mattresses, bedding, stoves, refrigerators, televisions, sinks, lawn mowers, shopping carts, or other such items of person property or general household items.

(c) In residential districts a maximum of 4 cords of wood on one premises and only in rear yard and neatly stored.

(d) All trees, hedges, signs, fences or other obstructions that violate the sight triangle requirements in the City Zoning Ordinance.

(e) All limbs of trees which are less than eight (8) feet above the surface of any public sidewalk or fourteen (14) feet above the surface of any street.

(f) The placement of clothes, laundry or washed articles in any portion of the front yard.

(g) Storing piles of dirt, rock gravel, sand, concrete, and other similar materials for more than ninety (90) days unless the materials are part of a project for which a building permit has been issued or is part of a legitimate business allowed under and in compliance with the City's zoning regulations.

(h) Property lacking appropriate landscaping, turf, or plant material so as to cause excessive dust.

(i) **All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use, public sale, or for ornamental purposes.**

(j) All articles or things whatsoever caused, kept, maintained, or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood.

**8-502. Additions, deletions and amendments to the 2006 International Property Maintenance Code.**

The following additions, deletions and amendments to the 2006 International Property Maintenance Code are hereby made:

(a) Additions to the 2006 IPCM:

(1) Section 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Per day fines for violating any section of this code shall be not less than \$50.00 and not more than \$100.00.

(2) Section 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Building Code Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Applications for appeal shall be accompanied by a non-refundable fee of \$50.00.

(b) Deletions to the 2006 IPCM:

(1) Section 304.14 - Insect Screens is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.

(2) Section 306 - Handrails and Guardrails is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.

(3) Section 404.6 - Efficiency Unit is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.

(4) Section 602.4 - Occupiable work spaces is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.

(5) Section 704 - Fire Protection Systems is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.

(c) Amendments to the 2006 IPCM:

(1) Section 101.1 - Title. These regulations shall be known as the "Property Maintenance Code of the City of Osawatomie", hereinafter referred to as "this code."

(2) Section 302.4 - **Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12").** All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annuals plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner responsible for the property.

(3) Section 602.3 - Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants **thereof shall supply heat during the period from January 1 to December 31** to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.

(4) Section 702.4 - Emergency Escape Openings is hereby amended to read:

Section 702.4 - Emergency Escape Openings. Required emergency escape openings shall be maintained. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.

# CITY OF OSAWATOMIE



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

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

---

*Nick Hampson, Mayor*

July 19, 2022

Lindsey Hurlbut  
608 Retan Ave.  
Osawatomie, KS 66064

RE: Hearing for yard nuisance at 608 Retan

Dear Ms. Hurlbut,

We have received your request for yard nuisance for the property located at 608 Retan.

The hearing shall be held by the Governing Body at the next regularly scheduled council meeting on **July 28<sup>th</sup> at 6:30 p.m.** Council meetings are held at Memorial Hall located at 411 11<sup>th</sup> Street, Osawatomie, KS 66064.

At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.

Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner proved in Chapter 8, Article 2, Section 8-208.

Sincerely,

Tammy Seamands  
City Clerk

# CITY OF OSAWATOMIE



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

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

Date: 7/05/2022

## Code Enforcement

Name: Lindsey Hurlbut  
Address: 608 Retan  
Osawatomie, KS 66064

### RE: 10-DAY NOTICE OF INVESTIGATION AND VIOLATION

Address or General Location: 608 Retan, Osawatomie, KS.  
Parcel I.D. Number: 1711101020009010

Dear Owner

In recent months, the City of Osawatomie has doubled down on our efforts to tackle outstanding nuisances and code violations as part of our work to accomplish one of the most commonly stated community goals of late: "clean up the town." Our Chief Building Inspector, Ed Beaudry, and Code Enforcement Officer, David Ellis, have been concentrating on educating people on our existing building and zoning regulations to help homeowners bring their properties back up to code. In the process of this work, we have investigated and discovered the below stated violations of the City of Osawatomie, Building and Zoning Code, for the below referenced property(s).

The City of Osawatomie has investigated and discovered a violation of the City of Osawatomie Nuisance Code at the above referenced property. Research of the property ownership records has found that you are the owner / occupant of record of the property. A preliminary investigation of the premises has found evidence that there are conditions present on the property that would be considered as a violation of the Code of the City of Osawatomie **Chapter 8 Article 3 Section 8-301, Chapter 8 Article 3 Section 8-302, Chapter 8 Article 5 Section 8-502, Chapter 13 Article 3 Section 13-306**, referred to as the Code of the City of Osawatomie Kansas.

The conditions that have been observed that are considered as creating a violation are as follows

- Yard Nuisance –
1. **Tall Vegetation**
  2. Vegetation in alleyway
  3. Scattered trash in yard or alleyway (\*If Applicable)

### YOU ARE FURTHER NOTIFIED THAT:

1. You have **10** days from the date of service of this Notice to remedy the issue at the above described property
2. You have **10** days from the date of service of this Notice to contest the findings of the Public Officer and to request a hearing as provide in **Chapter 8 Article 2 Section 8-210** before the governing body by filing a written request for a hearing with the governing body City of Osawatomie 439 Main St. Osawatomie, KS. 66064. Failure to make a timely request shall constitute a waiver of your rights to contest the allegations of this Notice.
3. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, may be prosecuted within the limits provided by the state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Per day, fines for violating any section of this code shall be not less than **\$50.00** and not more than **\$100.00**.
4. This will be the only notification you will receive during the remainder of the calendar year. The property has been placed on a **mowing list** and will be checked throughout the growing season. A City Contractor or City Crew will conduct maintenance on the property, if the property is found in violation of this notice.
5. A "Special Assessment" of a **\$200/hr. minimum** will be applied to the property each time maintenance is conducted by the City or Contractor.

Your cooperation and timely attention to this matter is appreciated. If you have any questions or comments, feel free to contact me at **(913) 755-2146 ext. 3**

Sincerely,

D. Ellis  
Code Enforcement Officer

**8-302 Yard Nuisance**

It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood, or the City. This shall include conditions which are not readily visible from any public place or from any surrounding private property. **A yard nuisance shall include, but not be limited to, the scattering over or the leaving, depositing, or accumulation on the yard of any of the following:**

- (a) Lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, boxes, barrels, drums, packing crates or pallets, salvage materials, junk or refuse, garbage, trash, litter or other materials except building materials to be used within ninety (90) days for construction on the premises if properly authorized by a current building permit and except properly maintained compost piles as defined by this Article shall not constitute a nuisance.
- (b) Indoor furniture, appliances, mattresses, bedding, stoves, refrigerators, televisions, sinks, lawn mowers, shopping carts, or other such items of person property or general household items.
- (c) In residential districts a maximum of 4 cords of wood on one premises and only in rear yard and neatly stored.
- (d) All trees, hedges, signs, fences or other obstructions that violate the sight triangle requirements in the City Zoning Ordinance.
- (e) **All limbs of trees which are less than eight (8) feet above the surface of any public sidewalk or fourteen (14) feet above the surface of any street.**
- (f) The placement of clothes, laundry or washed articles in any portion of the front yard.
- (g) Storing piles of dirt, rock gravel, sand, concrete, and other similar materials for more than ninety (90) days unless the materials are part of a project for which a building permit has been issued or is part of a legitimate business allowed under and in compliance with the City's zoning regulations.
- (h) Property lacking appropriate landscaping, turf, or plant material so as to cause excessive dust.
- (i) **All grass or weeds or other unsightly** vegetation not usually cultivated or grown for domestic use, public sale, or for ornamental purposes.
- (j) All articles or things whatsoever caused, kept, maintained, or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood.

(Code 2008; Ord. 3729; Code 2018)

**8-502. Additions, deletions and amendments to the 2006 International Property Maintenance Code.**

The following additions, deletions and amendments to the 2006 International Property Maintenance Code are hereby made:

**(a) Additions to the 2006 IPMC:**

(1) Section 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Per day fines for violating any section of this code shall be not less than \$50.00 and not more than \$100.00.

(2) Section 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Building Code Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Applications for appeal shall be accompanied by a non-refundable fee of \$50.00.

**(b) Deletions to the 2006 IPMC:**

- (1) Section 304.14 - Insect Screens is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.
- (2) Section 306 - Handrails and Guardrails is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.
- (3) Section 404.6 - Efficiency Unit is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.
- (4) Section 602.4 - Occupiable work spaces is hereby deleted. The relevant section(s) of Osawatomie's building codes shall take precedence.
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(1) Section 101.1 - Title. These regulations shall be known as the "Property Maintenance Code of the City of Osawatomie", hereinafter referred to as "this code."

(2) Section 302.4 - **Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12"). All noxious weeds** shall be prohibited. Weeds shall be defined as all grasses, annuals plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner responsible for the property.

(3) Section 602.3 - Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from January 1 to December 31 to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.

(4) Section 702.4 - Emergency Escape Openings is hereby amended to read:

Section 702.4 - Emergency Escape Openings. Required emergency escape openings shall be maintained. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.

(Ord. 3637, Sec. 2; Code 2008)

**13-306. Dangerous, dead or diseased trees on private property.**

(a) Every owner of any tree overhanging any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of 14 feet above the surface of the street or right-of-way. The owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign.

(b) The city shall have the right to cause the removal of any dangerous, dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of

Warning	10-Day Notice Sent /Tall Grass	CITATION
Resolved	10 Day Notice Received / Comply date	Door Hanger/Verbal Contact
Agreement	Certified Mail Returned Unclaimed	Courtesy Letter sent

2022

Nuisances

Address	Owner/Tenant	Info	Letter Sent / Date of Contact	Date to Comply	2nd Contact Date	Date to comply	Date Resolved
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2021 Follow-Ups

2022							
Pacific 129		NTA	01/03/22				1/26/2022
Chestnut 508			01/03/22				
Chestnut 515			01/03/22				
12th 404		Letter 45-Day	01/04/22				
Pacific 712		Letter 45-Day	01/04/22				
Main 551		Picked up trash	01/04/22				
Pacific 140		Picked up trash alley	01/04/22				
Pacific 144			01/04/22				1/6/2021
Walnut 338		Text Message	01/04/22				
4th 1129		Notice - NTA	01/05/22				
4th 1129		Notice	01/05/22		01/13/22		
Main 801		Notice	01/06/22		01/18/22		
Main 801		Notice	01/06/22		01/18/22		
Main 801		Notice	01/06/22		01/18/22		
4th 1120		Notice	01/06/22				
Brown 724		Notice	01/06/22		01/13/22		
Brown 724		Notice	01/06/22				
E Brown 422		Letter 45-Day	01/06/22				
E. Pacific 105		Letter 45-Day	01/06/22				
E. Pacific 105		Letter 45-Day	01/06/22				
Pacific 305		Letter 45-Day	01/06/22				
Martin 417			01/07/22				
5th 304			01/07/22				
9th 415			01/07/22				
1st 248		Letter 45-Day	01/07/22		07/01/22		
Main 314		Letter	01/07/22				
Parker 1139			01/10/22				
		Training	01/11/22				
14th 140		Follow-up	01/12/22				
14th 160		Follow-up	01/12/22				
Main 1733			01/12/22				
Main 1736			01/12/22				
Main 1232			01/12/22				
Main Ter 1710		Letter	01/12/22				
Parker 426			01/14/22				
Walnut 1117		Picked up Trash	01/14/22				1/14/2022
E. Main 500		Picked up Trash	01/14/22				
Brown 724		Picked up Trash	01/14/22				1/14/2022
4th 308			01/14/22				
Walnut 817			01/14/22				
Walnut 936			01/14/22				
Brown 1035			01/14/22				
Chestnut 1124		Left on Door	01/14/22				
Chestnut 1142			01/18/21				
Parker 426		NTA	01/20/22				
Walnut 936		Door Hanger	01/20/22				
Walnut 717		Letter 45-Day	01/20/22				
10th 800		Letter	01/20/22				
10th 718		Letter	01/20/22				
14th 194			01/20/22				
Main 1742			01/20/22				
Main 1733			01/20/22				
Main 1736			01/20/22				
1st 248			01/21/22				
		Training	01/21/22				
Walnut 1113		Notice Trash	01/21/22		01/24/22		
Walnut 1113		Notice	01/21/22		01/24/22		
Walnut 715		Letter 45-Day	01/21/22				
Walnut 1113		Trash	01/24/22				
Walnut 1109		Notice - Trash	01/24/22		01/26/22		
11th 610			01/24/22				
Brown Cir 529			01/24/22				
Leroy 509		Notice - Trash	01/25/22				
Leroy 509		Follow Up 45-Day	01/25/22				
E Pacific 318		NTA	01/25/22				
E Pacific 316		NTA	01/25/22				



Lincoln 218	NTA	01/26/22	
Pacific 700	Follow-up	01/26/21	
Oscar 617		01/27/22	
Parker 713	Notice - Trash	01/27/22	02/07/22
Parker 713	Notice - Trash	01/27/22	02/07/22
Parker 713	Letter 45-Day	01/27/22	
Parker 717	Letter 45-Day	01/27/22	
Parker 700	Letter 45-Day	01/27/22	
Parker 733	Letter 45-Day	01/27/22	
Brown 505	Reminder	01/27/22	
Chestnut 515	NTA	01/28/22	
4th 1120	NTA	01/28/22	
Leroy 507	Letter	01/31/22	
Leroy 507		01/31/22	
E Pacific 320		01/31/22	
E Pacific 309	Spoke to Tenant	01/31/22	
Leroy 519		01/31/22	
1st 248		02/01.22	
Chestnut 905	Vac Lot	02/01/22	
Pacific 707	Vac Lot	02/01/22	
E Pacific 309	Letter	02/03/22	
Walnut 1117		02/04/21	
Lincoln 308	Phone	02/07/22	
Main 1725	Letter 45-Day	02/08/22	
8th 513	Follow-Up	02/08/22	
Main Ter 1741	45-Day Notice	02/08/22	03/03/22
Main 1730	45-Day Notice	02/08/22	
Main 1758	Letter	02/09/22	
Leroy 605	Notice 45-Day	02/09/22	3/22/2022
Leroy 609	Letter 45-Day	02/09/22	
Oscar 614	Letter	02/09/22	03/19/22
Main 1733	NTA	02/10/22	
15th 165		02/10/22	
15th 162		02/10/22	
Main Ter 1726		02/10/22	
Lincoln 728	Notice 10-Day	02/10/22	
Lincoln 728	Notice 45-Day	02/10/22	04/20/22
Lincoln 728	Notice 10-Day	02/10/22	
Lincoln 728		02/10/22	
Chestnut 501		02/11/22	
Parker 436		02/11/22	
6th 917	Notice 45-Day	02/11/22	03/03/22
6th 917	Notice 7-Day	02/11/22	
6th 917	Notice 7-Day	02/11/22	02/21/22
6th 917	Copies of Notice	02/11/22	03/03/22
Lincoln 308	Letter 45-Day	02/11/22	
Lincoln 329	Notice 45-Day	02/11/22	03/03/22
Mill 201	NTA	02/14/22	
Carr 229	NTA	02/14/22	
Parker 164	Letter 45-Day	02/14/22	
E. Pacific 318	Letter 45-Day	02/14/22	
10th 718	Letter	02/15/22	
10th 716	Notice 30-Day	02/15/22	3/22/2022
5th 1129		02/16/22	
Main 1632		02/23/22	
Main 1538		02/23/22	
6th 923	Letter 45-Day	02/23/22	
14th 195		02/25/22	
Walnut 1120		02/25/22	
Boperty	Copies of NTA's	02/25/22	03/16/22
14th 413	Letter 45-Day &	02/25/22	
732 Main	Letter 45-D Warning	02/28/22	
732 Main	Letter 45-D Warning	02/28/22	6/15/2022
730 Main	Letter 45-D Warning	02/28/22	6/15/2022
716 Main	Letter 45-D Warning	02/28/22	6/15/2022
712 Main	Letter 45-D Warning	02/28/22	6/15/2022
722 Main	Notice 45-Day	02/28/22	04/20/22
1st 602		03/01/22	
Leroy 612	Notice & NTA	03/02/22	
Lincoln 313	Verbal Contact	03/02/22	
Parker 347	Letter - Warning	03/07/22	
9th 805	Letter - Warning	03/07/22	
309 4th	Letter - Warning	03/07/22	
15th 121	Letter - Warning	03/07/22	
Retan 517	Letter - Warning	03/07/22	
6th 919	Letter - Warning	03/07/22	

Main 207		Letter - Warning	03/08/22	
Lincoln 308		Letter - Warning	03/08/22	
12th 504		Letter	03/08/22	
Brown 523			03/08/21	
Main 1621			03/08/21	
Walnut 427		Notice 45-Day	03/08/22	04/25/22
Main 1629		Verbal Contact	03/09/22	
Lincoln 423		Notice & NTA	03/14/22	03/24/22
Martin 417		Notice	03/14/22	03/31/22
Parker 347		Letter	03/14/22	
5th 1122		Verbal Contact	03/14/22	
4th 308		Verbal Contact	03/14/22	
4th 905			03/15/22	
Reed 410		Notice & NTA	03/15/22	3/24/2022
Parker 118		Subject Arrested	03/16/22	
E Brown 211		Letter	03/17/22	
Main 413		Notice - Trash	03/17/22	03/27/22
Main 207			03/17/22	
Main 800		Veh Issues	03/18/22	
Pacific 907		Notice	03/18/22	
Brown 716		Letter	03/18/22	
Brown 720		Letter	03/18/22	
		Letter	03/22/22	
Chestnut 421		Follow-up 45-Day	03/22/22	05/01/22
Leroy 601		Follow-up 45-Day	03/23/22	
Lncoln 234		Follow-up 45-Day	03/23/22	
Brown 107		Letter 45-Day	03/23/22	
Brown 204		Letter 45-Day	03/23/22	06/01/22
5th 719		Follow-up 45-Day	03/23/22	05/15/22
Walnut 315		Letter 45-Day	03/24/22	
Chestnut 1142		Notice	03/24/22	04/02/22
Walnut 1117			03/24/22	
Walnut 1113		Notice	03/24/22	04/06/22
Walnut 917		Letter 45-Day	03/29/22	
Pacific 907		Follow-Up	03/29/22	1/7/1900
Brown 1107		Letter Rentals	03/29/22	
		SHELVING	03/29/22	
		SHELVING	03/30/22	
Mill 110		Bulk Item	04/01/22	
Chestnut 1024		Health Notice	04/01/22	
9th 805		NTA	04/01/22	
			04/04/22	
Parker 716		Sent Photos	04/04/22	7/14/2022
Chestnut 1024		Letter	04/04/22	
Oscar 602		Letter 45-Day	04/04/22	
Chestnut 904		Letter Trash	04/04/22	
Main 525		Notice Trash	04/06/22	
Main 525		Notice 45-Day	04/06/22	
		SHELVING	04/06/22	
Walnut 1015		Letter	04/06/22	05/11/22
Parker 722		Letter	04/06/22	
		Permits	04/07/22	
Main 422		Letter - Bulk	04/07/22	
Walnut 430		Letter - Tree	04/07/22	05/13/22
Walnut 337		Notice - Veg	04/08/22	04/20/22
Walnut 733		Notice - Veg	04/08/22	04/22/22
Walnut 932		Notice - Veg	04/08/22	04/23/22
Walnut 926		Notice - Veg	04/08/22	04/23/22
Brown 209		Notice - Veg	04/08/22	04/22/22
Parker 736		Notice - Veg	04/08/22	04/22/22
Mill 317		Notice - Veg	04/08/22	04/22/22
Pacific 721		Notice - Veg	04/08/22	04/23/22
Chestnut 500		Notice - Veg	04/08/22	04/22/22
Reed 316		Notice - Veg	04/08/22	05/13/22
Chestnut 901		Notice - Veg	04/08/22	04/20/22
Chestnut 905		Notice - Veg	04/08/22	04/22/22
Main 1015		Notice - Veg	04/08/22	04/23/22
Chestnut 837		Notice - Veg	04/08/22	04/22/22
4th 1203		Notice - Veg	04/08/22	04/21/22
Brown 719		Letter	04/11/22	
Chestnut 1014		2nd Letter	04/11/22	
Main 829		Letter 45-Day	04/11/22	
Main 837		Letter 45-Day	04/11/22	
Brown 721		Letter	04/12/22	
Pacific 728		Letter	04/12/22	
Pacific 732		Letter	04/12/22	

		Landlord	04/12/22		
Lincoln 731		Notice 45-Day	04/12/22	05/31/22	
Lincoln 731		Notice	04/12/22	04/24/22	
Main Ter 1742			04/12/22		
Pacific 722			04/12/22		
1st 248			04/12/22		
			04/14/22		
12th 610			04/15/22		
			04/18/22		
1620 Brown		Letter	04/19/22		
1620 Brown		Notice 45-Day	04/19/22	05/25/22	5/15/2022
Leroy 612		NTA	04/19/22		
Lincoln 731			04/25/22		
Lincoln 727		Notice-Veg	04/25/22	05/15/22	
Lincoln 727		Copy - Notice	04/25/22	05/15/22	
Parker 716		Notice - Veg	04/25/22	05/13/22	
Parker 716		Notice - Veg	04/25/22	05/11/22	
Walnut 302		Verbal Contact	04/26/22		
Parker 333			04/26/22		
3rd 1021			04/26/22		
Kelly 201		Notice 45-Day	04/26/22	07/01/22	
Kelly 201		Letter	04/26/22		
Parker 164		Notice Veg	04/26/22	05/10/22	
Parker 725		Notice Veg	04/26/22	05/11/22	
Martin 300		Notice Veg	04/27/22	05/12/22	
Main Ter 1628		Notice Veg	04/27/22	05/11/22	
Martin 300		Notice Veg	04/27/22		
Brown 414		Notice Veg	04/27/22	05/11/22	
15th 185		Notice & NTA Veg	04/27/22	07/13/22	
3rd 1134		Notice Veg	04/27/22	05/10/22	
3rd 1101		Letter	04/27/22		
Parker 701		Letter	04/27/22		
Pacific 1026		Letter	04/27/22		
Pacific 712		Letter	04/27/22		
Kelly 311		Letter	04/28/22		
Kelly 307		Letter	04/28/22		
Walnut 138		Notice Veg	04/28/22	05/10/22	
5th 1158		Notice	04/28/22	05/08/22	
			04/29/22		
		Properties-Court Prep	04/29/22		
1st 248		NTA - Parking	05/02/22		
4th 1117		NTA - Parking	05/02/22		
Main 411		Notice Veg	05/02/22	06/14/22	
Main 411		Notice - Trash	05/02/22	05/05/22	5/15/2022
Martin 401		Notice Veg	05/03/22		
4th 1111		Notice Veg	05/03/22	05/17/22	
4th 1112		Notice Veg	05/03/22	05/17/22	
Main Ter		Notice 45-Day	05/03/22		
Main Ter 1628		Notice Veg	05/03/22		
Chestnut 424		Notice 45-Day	05/03/22	06/22/22	
Pacific 712		Letter - Warning	05/03/22		
10th 820		Follow-Up	05/03/22	08/01/22	
Brown 100		Verbal Contact	05/04/22	06/30/22	
Main 223		Letter 45-Day	05/04/22	06/22/22	
Walnut 501		Notice 30-Day	05/04/22		
E Main 207		Notice - Veg	05/09/22		
Pacific 144		Notice - Veg	05/09/22	05/25/22	
Leroy 509		Notice - Veg	05/09/22	06/15/22	
Brown 115		Notice - Veg	05/10/22		
Lincoln 217		Notice - Veg	05/10/22		
Lincoln 223		Notice - Veg	05/10/22		
Pacific 522		Notice - Veg	05/10/22		
Pacific 416		Notice - Veg	05/10/22	05/23/22	
Lincoln 334		Notice - Veg	05/10/22	05/25/22	
E Brown 115		Notice - Veg	05/10/22		
Brown 505		Notice - Veg	05/10/22		
Brown 507		Notice - Veg	05/10/22		
5th 512		Notice - Veg	05/10/22	05/22/22	
9th 417		Notice - Veg	05/10/22	05/22/22	
Brown 533		Notice Veg & Nuisc	05/11/22		
Main Ter 1750		Notice Veg	05/11/22	05/24/22	
Chestnut 1013		Notice Veg	05/11/22	05/27/22	
Main Ter 1714		Notice Veg	05/11/22	05/27/22	
Main Ter 1738		Notice Veg	05/11/22		
Main Ter 1701		Notice Veg	05/11/22	05/23/22	

Main Ter 1706		Notice Veg	05/11/22	05/23/22
4th 1025		Notice Veg	05/11/22	
5th 1129		Notice Veg	05/11/22	05/23/22
5th 1117		Notice Veg	05/11/22	
5th 1158		Notice Veg	05/11/22	
18th 501		Notice Veg	05/11/22	
Main 1750		Notice Veg	05/12/22	05/24/22
Main 1725		Notice Veg	05/12/22	
Main 1742		Notice Veg	05/12/22	
Pacific 815		Notice Veg	05/12/22	05/24/22
Lincoln 721		Notice Veg	05/12/22	
Lincoln 728		Notice Veg	05/12/22	
Walnut 306		Notice Veg	05/12/22	
Walnut 308		Notice Veg	05/12/22	
Kelly 311		Notice Veg	05/12/22	
Kelly 307		Notice Veg	05/12/22	
5th 719		Notice Veg	05/12/22	
Parker 340		Notice Veg	05/12/22	05/24/22
Parker 332		Notice Veg	05/12/22	
Parker 328		Notice Veg	05/12/22	
Walnut 439		Notice Veg	05/12/22	
E Main 503		Notice Veg	05/13/22	
6th 400		Notice Veg	05/13/22	
Brown 719		Notice Veg	05/13/22	
1st 617		Notice Veg	05/13/22	
Brown 215		Notice Veg	05/13/22	
3rd 1101		Notice Veg	05/13/22	
3rd 1129		Notice Veg	05/13/22	
Brown 237		Notice Veg	05/13/22	05/24/22
Main 723		Notice Veg	05/13/22	07/25/22
Parker 1135		Notice Veg	05/13/22	
E Mill 316		Notice Veg	05/13/22	
Chestnut 1105		Notice Veg	05/13/22	05/27/22
Rohrer Hts 127		Notice Veg	05/13/22	05/27/22
Parker 129		Notice Veg	05/13/22	
Pacific 513		Notice Veg	05/13/22	05/24/22
Oscar 618		Notice Veg	05/13/22	05/28/22
Main 1210		Notice Veg	05/13/22	05/23/22
15th 177		Notice Veg	05/16/22	05/28/22
Parker 524		NTA 45-Day	05/16/22	07/20/22
15th 185		NTA	05/16/22	6/24/2022
Pacific 121		Notice Veg	05/17/22	
E Pacific 132		Notice Veg	05/17/22	05/29/22
E Pacific 148		Notice Veg	05/17/22	05/29/22
922 Walnut		Notice Veg	05/18/22	
Main Ter 1714		COPY of 45-Day	05/18/22	
Martin 400		Notice Veg	05/23/22	
Main Ter 1746		Notice Veg	05/23/22	06/06/22
Chestnut 823		Notice Veg	05/23/22	
Chestnut 809		Notice Veg	05/23/22	
Chestnut 805		Notice Veg	05/23/22	
5th 1115		Notice Veg	05/23/22	
4th 1126		Notice Veg	05/23/22	
Walnut 410		Notice Veg	05/23/22	
Pacific 407		Notice Veg	05/23/22	
5th 1115		Notice Veg	05/23/22	
12th 702		Notice Veg	05/23/22	06/10/22
720 Chestnut		Notice Veg	05/23/22	06/10/22
827 Chestnut		Notice Veg	05/23/22	06/10/22
Chestnut 700 BLK		Notice Veg	05/23/22	
Chestnut 1103		Notice Veg	05/23/22	06/10/22
Main 1703		Notice Veg	05/23/22	
Pacific 405		Notice Veg	05/23/22	06/10/22
Parkview E 705		Notice Veg	05/23/22	06/10/22
Walnut 414		Notice Veg	05/23/22	06/10/22
Walnut 418		Notice Veg	05/23/22	06/10/22
Walnut 1145		Notice Veg	05/23/22	06/12/22
Lockhart 1733		Notice Veg	05/24/22	06/07/22
Lockhart 1729		Notice 45-Day	05/25/22	
Brown 913		Letter	05/25/22	
Pacific 916		Letter	05/25/22	
1746 Main Ter		45-Day & Rental	05/26/22	07/20/22
1746 Main Ter		Notice Veg	05/26/22	06/15/22
Lincoln 234		Notice & NTA	05/31/22	
9th 805		Rental Complaint	05/31/22	06/20/22
Walnut 414		Letter	06/01/22	

Walnut 414	Letter	06/01/22	
Walnut 1117	Notice & NTA	06/01/22	
Walnut 1133	Notice & NTA	06/01/22	
12th 404	Notice 45-Day	06/02/22	07/22/22
Walnut 900	Notice 45-Day	06/02/22	
Pacific 712	Notice 45-Day	06/02/22	12/04/22
Brown 533	Verbal Contact	06/03/22	
Brown 404	Notice	06/03/22	
Brown 404	Notice	06/03/22	
9th 805	Notice	06/03/22	06/19/22
Lincoln 423	Court Photos	06/14/22	
Mill 313	Notice - Veg	06/14/22	
Parker 157	Notice - Veg	06/14/22	
Brown 720	Notice-Veg	06/15/22	
Lincoln 726	Veg	06/15/22	
9th 309	Notice - Veg	06/16/22	06/28/22
Brown 720	Notice - Veg	06/16/22	
Lincoln 732	Notice - Veg	06/16/22	07/01/22
Lincoln 230	Verbal Contact	06/16/22	
	Signs MAIN ST	06/16/22	
Pacific 103	Verbal Contact	06/17/21	
Mill 313	Photos Sent	06/17/21	
1st 710	Text Message	06/17/21	07/05/22
Walnut 137	Door Hanger	06/17/21	
Walnut 140		06/17/22	
Brown 420		06/17/22	
E Main 207	Letter	06/21/22	
E Main 207	Letter	06/21/22	
4th 809		06/21/22	
9th 317	Notice - Veg	06/21/22	07/05/22
Pacific 1115	Rent Reg Form	06/22/22	
Pacific 1115	Rental Permit	06/22/22	
	Rental Reg	06/22/22	
Pacific 700	Notice - Veg	06/22/22	07/03/22
Walnut 311	Notice - Veg	06/22/22	07/05/22
Walnut 315	Notice - Veg	06/22/22	
Brown 1140	Notice - Veg	06/23/22	07/05/22
Pacific 405		06/23/22	
14th 194	Notice 30-Day	06/24/22	
14th 194	Notice 10-Day	06/24/22	7/9/2022
15th 185	Follow-up	06/24/22	
E Main 207	Follow-UP	06/27/22	7/15/2022
Brown 1722	Rental Forms	06/27/22	
Brown 501	Follow-Up	06/28/22	
Brown 505	Letter 45-Day	06/28/22	
Brown 507	Letter 45-Day	06/28/22	
Brown 510	Bulk Item	06/28/22	
Pacific 339	Yard Parking	06/28/22	
5th 1010	Yard Parking	06/28/22	
Main 837	Follow-Up	06/28/22	
E Mill 223	Notice - Veg	06/28/22	
Pacific 725	Notice - Veg	06/28/22	
Mill 301	Notice 45-Day	06/28/22	8/20/2022
Pacific 433	Notice 45-Day	06/28/22	
Parker 713		06/29/22	
	town	06/29/22	
Main 320	Text & Call	06/30/22	
Parker 722	Notice	06/30/22	
Walnut 324	Notice 10-Day	07/01/22	
Walnut 324	Notice 5-Day	07/01/22	
Pacific 305	Notice 45-Day	07/01/22	
Walnut 320	Letter	07/01/22	7/21/2022
Pacific 321	Letter	07/01/22	
Oscar 607	Notice - Veg	07/05/22	
Oscar 613	Notice - Veg	07/05/22	7/21/2022
608 Retan	Notice - Veg	07/05/22	
606 Retan	Notice - Veg	07/05/22	
600 Retan	Notice - Veg	07/05/22	
		07/06/22	
		07/06/22	
Parker 1139	Letter - Veg	07/07/22	

Stallbaumer		Letter -Warning	07/07/22	
Rosner		Letter -Warning	07/07/22	
Plum Crk Prop		Letter -Warning	07/07/22	
MRE Investments		Letter -Warning	07/07/22	
Gowing		Letter -Warning	07/08/22	
Brown 315			07/08/22	
Brown 309			07/08/22	
Pacific 1133		Letter - Veg	07/11/22	
Pacific 1133		Letter - Veg	07/11/22	
Pacific 1101		Letter - Veg	07/11/22	
Pacific 1105		Letter - Veg	07/11/22	8/12/2022
Pacific 1105		Letter - Veg	07/11/22	8/12/2022
Pacific 1037		Letter - Veg	07/11/22	
Main 320		Notice 30_day	07/11/22	
Pacific 339		Notice	07/11/22	
Main 500 BLK N		RV in Lot	07/11/22	48 Hrs.
Walnut 401			07/12/22	
Parker 348		Notice - Veg	07/12/22	
4th 1116		Notice - Veg	07/12/22	
5th 914		Notice - Veg	07/12/22	
5th 920		Letter - Veg	07/12/22	
3rd 1130		Letter	07/12/22	
8th 513		Notice - NTA	07/13/22	
			07/13/22	
Brown 736		Text	07/13/22	
Pacific 934			07/14/22	
Parker 716		Email	07/14/22	
Brown 924			07/14/22	
Brown 1107			07/14/22	
Brown 1104			07/14/22	
Brown 921			07/14/22	
			07/14/22	
Oscar 607		Notice 30-Day	07/14/22	
9th 317		Notice 10-D NTA	07/15/22	
9th 317		Notice 30-D NTA	07/15/22	
Pacific 732		Letter	07/15/22	7/25/2022
Pacific 728		Letter	07/15/22	7/25/2022
Oscaar 604		Letter	07/15/22	
Oscar 614		Letter	07/15/22	
Oscar 602		Notice 30-Day	07/15/22	
Leroy 609		Notice - Veg	07/15/22	
Leroy 605		Notice - Veg	07/15/22	
3rd 1101		Permits	07/18/22	7/21/2022
12th 702		NTA	07/18/22	
Brown 1722		Permits	07/18/22	7/20/2022
4th 1117		Serve - NTA	07/18/22	
Pacific 314		Notice - Veg	07/19/22	
Main 837		Notice 30-Day	07/19/22	
Brown 733		Notice 10-Day NTA	07/19/22	
		Warning Letter	07/19/22	7/21/2022
Main 511		Notice 10-Day	07/20/22	
Main 565		Notice 45-Day	07/20/22	
Walnut 900		Warning Letter	07/20/22	
Main 707		Notice 10-Day	07/20/22	
Main 707		Notice 45-Day	07/20/22	
15th 185		Follow-up	07/20/22	7/25/2022
Parker 521		Notice - Veg	07/21/22	
Parker 1139		Notice - Veg	07/21/22	
Walnut 1033		Notice - Veg	07/21/22	
Pacific 834		Notice - Veg	07/21/22	
1012 Chestnut		Notice - Veg	07/21/22	
Lincoln 234		Letter	07/21/22	7/27/2022
Walnut 1133		Letter	07/21/22	
Parker 1504		Letter	07/25/22	
15th 185		Follow-up	07/25/22	
3rd 1101		Letter	07/26/22	
Prepare for Hearing		Council	07/26/22	