



OSAWATOMIE CITY COUNCIL
AGENDA

September 8, 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. September 8th Agenda
 - B. Meeting Minutes
 - August 25, 2022
 - September 1, 2022
 - C. Pay Application(s)
 - BG Consultants - \$1,050 (Design Services Brown from 16th – 18th)
 - Killough Construction, Inc. Pay App #1 - \$254,039
 - D. July 2022 Council Report
 - E. Special Event Permit(s)
 - USD #367 Osawatomie High School – Homecoming Parade
 - City of Osawatomie – Freedom Festival
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing
 - A. USDA – RD and KDHE SRF Public Hearings for Water Treatment/Distribution Loans
8. Presentations, Proclamations, and Appointments
 - A. Proclamation – Constitution Week – Renee Slinkard – Daughters of American Revolution
 - B. Proclamation – Direct Support Professional Recognition Week – Michelle Chester – Tri-Ko
9. Unfinished Business
 - A. Resolution 979 – Authorization to Execute Power Purchase Agreement for Solar Facility
10. New Business
 - A. Resolution 1044 – Generally Accepted Accounting Principles (GAAP) Waiver
 - B. Resolution 1045 – Resolution directing Staff to Prepare & Issue RFP for Auditing Services
 - C. Resolution 1046 – De-Annexation of Certain Residential Properties in the Northland
 - D. Resolution 1047 – Authorizing the Execution of an Agreement with Tenpenny Law LLC for Services Related to National Historic Park Designation
 - E. Resolution 1049 – Authorization Brown Avenue Change Order #1
 - F. Ordinance 3815 – Adopting the 2022 Standard Traffic Ordinance
 - G. Ordinance 3816 – Adopting the 2022 Uniform Public Offense Code
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – September 22, 2022

Osawatomie, Kansas. **August 25, 2022.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were: Macek, Diehm, Dickinson, LaDuex, Bratton and Caldwell. Council members Wright and Filipin 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, Director of Utilities Terry Upshaw, Building Official Ed Beaudry, Public Works Director Michele Silsbee, Assistant to the City Manager Sam Moon, Assistant Police Chief William Bradshaw, Public Safety Officer Grant Sparks, Information Technology Director William Justesen and Business Liaison Kari Bradley. Members of the public were: Donna Darner, Bill Coffelt, Ron Smith, Perry Underwood, Jessie Underwood, Doris Ware, Sulema Robertson, Gale Matson, Robert Matson, Derek Henness, Jacinda White, Jed White and Jason Hoskinson.

INVOCATION. – Pastor Ron Smith, 1st Christian Church

CONSENT AGENDA. Approval of August 25th Agenda, August 11th Council Meeting Minutes. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Doris Ware – Doesn't understand why there is a \$51 fuel adjustment on her utility bill when she is paying for utilities. I looked over the budget and the Revenue Neutral Rate and my property taxes are going to also go up. My problem isn't that I can't pay my taxes because I can. I worry about the lady down the street that rents. She doesn't know that her rent is going to go up or those with a mortgage that their payments are going to go up because Osawatomie is going to exceed the Revenue Neutral Rate.

Pastor Ron Smith – Our monthly outreach is on Saturday. We will be there from 9 – 10 a.m. at 1st Christian Church. Then at 10:30 a.m. we will go down and serve at Country Vintage Inn. If someone has a need, come down and see us.

Donna Darner – having a problem that they have closed the flower shop downtown for people to get flowers. I know that she mowed and its pitiful where she is at now.

Bill Coffelt – recently a statement was mailed out a statement on the Revenue Neutral Rate. This is the first time that I have seen anything like it. It was very helpful. This reappraisal thing is really skewed. If this continues it will drive people out of their homes.

William Justesen – discussed the issues that he has with Resolution 1040 – Establishing the 2022-2023 Salary Schedule.

Jed White – What is going on with the taxes in this town. I am about to be taxed out of my home. I live on one income with my wife and these property taxes are about to make me homeless. What is RNR? Are the citizens going to get to vote on this?

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

LEAGUE OF KANSAS MUNICIPALITIES – VOTING DELEGATES – The League of Kansas Municipalities will hold their annual business meeting and policy session of city voting delegates on Monday, October 10, 2022. Based on the population, we need to elect two voting delegates and two alternate voting delegates to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities. **Motion** made by LaDuex, seconded by Dickinson to appoint Karen LaDuex and Tammy Seamands as the voting delegates and Sam Moon and Kari Bradley as the alternate voting delegates for the League of Kansas Municipalities annual business meeting. Yeas: All.

2023 BUDGET PRESENTATION – Michael Scanlon presented the 2023 Budget.

PUBLIC HEARINGS.

HEARING TO EXCEED THE REVENUE NEUTRAL RATE (RNR) – The Mayor opened the public hearing at 7:54 p.m. The mayor asked if there are any comments. Donna Darner – this town was one of the best towns to grow up in. The mayor asked a second time if there were any comments on exceeding the revenue neutral rate. The mayor asked a third time if there were any comments on the hearing to exceed the revenue neutral rate. Hearing no other comments, the mayor closed the hearing at 7:58 p.m.

RESOLUTION 1039 – ACTION TO EXCEED THE RNR FOR THE CITY OF OSAWATOMIE– **Motion** made by LaDuex, seconded by Macek to approve Resolution 1039 – Regarding the governing body levying a property tax in excess of the revenue neutral rate as presented. Yeas: All.

HEARING TO ADOPT THE 2023 ANNUAL BUDGET FOR THE CITY OF OSAWATOMIE – The Mayor opened the public hearing at 7:59 p.m. The mayor asked if there were any comments. The mayor asked for a second time is there any comments on the 2023 annual budget. The mayor asked for a third time if there were any comments on the 2023 annual budget. Hearing no comments, the mayor closed the hearing at 8:00 p.m.

UNFINISHED BUSINESS.

ORDINANCE 3814 – ADOPTION OF THE 2023 CITY OF OSAWATOMIE BUDGET – Motion made by Macek, seconded by Caldwell to approve Ordinance 3814 – Adopting the 2023 Budget for the City of Osawatomie, Kansas as presented. Yeas: All.

NEW BUSINESS.

RESOLUTION 1038 – UPHOLDING THE VIOLATIONS AND FINDINGS OF THE CODE ENFORCEMENT OFFICER – On August 11, 2022, Mr. Gaikowski appeared before the City Council and presented evidence that he believed should allow for non-enforcement of the City's Property Code. Mr. David Ellis, the city's code enforcement official presented evidence to the contrary. It's the responsibility of the City Manager based on the evidence presented and

discussion to deliver to the City Council a recommendation for either upholding or denying the appeal. This resolution requests denial of the appeal. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 1038 – Upholding the violations and finding of the code enforcement officer for the property located at 305 Pacific Avenue, Osawatomie, Kansas and denying the appeal as presented. Yeas: All.

RESOLUTION 1037 – PAVE THE WAY AWARD – 18TH STREET, MAIN STREET TERRACE AND WALNUT FROM 4TH TO 6TH STREET – We received four bids for Brown Avenue from 16th to 18th Street. BG Consultants recommends awarding the bid to Killough Construction out of Ottawa, KS. Intended timeframe is to begin as soon as Brown from 16th to 18th is completed. Our window for street construction is going to start closing soon, so there is a very good chance that not all of these will get built in 2022. What doesn't get built in 2022 will roll over to 2023. Additionally, with the savings we have realized, we are able to realign the 4th and Walnut intersection which will help with traffic flow. We are also able to get some mill/overlay work done hopefully this year as well. Those bids also came in in better than we expected. The streets scheduled for mill and overlay under this letting are as follows: 12th street from Pacific to Mile Zero Trailhead Entrance, 7th Street from Overpass to Main Street, Slayman Heights, and 11th Street from Main to approximately the Ozone. **Motion** made by Macek, seconded by Bratton to approve Resolution 1037 – Accepting the recommendations of BG Consultants for the award of one contract for 18th St, Main Street Terrace and Walnut from 4th to 6th Street and one contract for a street resurfacing project on certain city streets as presented. Yeas: All.

RESOLUTION 1040 – ESTABLISHING THE 2022-2023 SALARY SCHEDULE – On August 11, 2022 the City Manager presented to the governing body the concepts behind the development of a City-wide Salary Schedule. The goal in the development was to create a pay structure that took into account the education, responsibilities and supervision required of each position and then assign it to a percentage compared to the City Manager. The goal was to make sure there was both internal equity (positions with the city) and external equity (comparing the pay of the city manager to similar communities). All pay and salaries are “keyed off” the City Managers’ salary range. If the City Manager’s range increased so do all employees. **Motion** made by Bratton, seconded by Diehm to approve Resolution 1040 –Establishing the 2022-2023 salary schedule for the City of Osawatomie, Kansas as presented. Yeas: All.

RESOLUTION 1041 – ACCEPTING SUNFLOWER FOUNDATION GRANT– This resolution directs the City Manager to accept and administer the grant from the Sunflower Foundation for the purpose of generating an Economic Impact Report for Destination Trails in Kansas, including the Flint Hills Trail. This grant is for \$53,400 to study the impact of trails on communities in Kansas, specifically looking at “Destination Trails”. **Motion** made by Dickinson, seconded by Bratton to approve Resolution 1041 – Directing the City Manager to accept and administer the grant from the Sunflower Foundation for the purpose of generating an economic impact report for destination trails in Kansas including the Flint Hills Trail as presented. Yeas: All.

RESOLUTION 1042 – CONDEMNATION OF CERTAIN RESIDENTIAL STRUCTURES DEEMED UNSAFE– City Staff has identified five properties for the City Council

to consider for condemnations. This resolution sets the hearing on the proposed condemnations for 127 Rohrer Heights, 727 Lincoln Avenue, 1103 Chestnut Avenue, 100 East Pacific Avenue and 1013 Chestnut Avenue on October 13, 2022. **Motion** made by LaDuex, seconded by Bratton to approve Resolution 1042 – Fixing a time and place and providing for notice of a hearing before the governing body of the City of Osawatomie, Kansas. At which the owners, the owners’ agent, any lienholders of record, and any occupant and other parties in interest of structures located within said city and described herein may appear and show cause why such structure should not be condemned and ordered repaired or demolished in the case of unsafe or dangerous structures for 1013 Chestnut Avenue, 100 East Pacific Avenue, 1103 Chestnut Avenue, 727 Lincoln Avenue and 127 Rohrer Heights on October 13, 2022 as presented. Yeas: All.

RESOLUTION 1043 –ALLOCATION OF MIAMI COUNTY ARPA DOLLARS – The City received an unanticipated allocation of ARPA dollars (federal grant dollars) from Miami County for the purpose of creating Economic Development opportunities in the community. Resolution 1043 outlines specific uses for these dollars. **Motion** made by Macek, seconded by Dickinson to approve Resolution 1043 – Accepting and allocating ARPA dollars for specific uses in the city’s 2022 budget as presented. Yeas: All. LaDuex abstained due to conflict of interest.

CHARTER ORDINANCE 21 – EXEMPTING THE CITY OF OSAWATOMIE FROM THE PROVISIONS OF K.S.A. 12-5250 RURAL HOUSING INCENTIVES DISTRICTS (RHID) – This Charter Ordinance allows the city to include varying levels of mill rates from other taxing jurisdictions to the payment of improvements made in Rural Housing Incentive Districts. **Motion** made by Dickinson, seconded by Bratton to approve Charter Ordinance 21 – Exempting the City of Osawatomie, Kansas from the provisions of K.S.A. 12-5250 and providing substitute and additional provisions on the same subject relating to rural housing incentive districts as presented. Yeas: All.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Dale Bratton ~ I am seeing a lot of flags around town. It means that we are moving forward and there is a progress. Keep up the good work.

Karen LaDuex ~ Thanked council for their support on the ghost house project. Doherty Steel is wonderful to work with. Thanked Mike for all the work and time that he has put in helping with the project.

Lawrence Dickinson ~ asked what the construction schedule is for the roof repair on Memorial Hall.

MAYOR’S REPORT – I want to thank Bret and Michele for all their hard work both tonight and getting to tonight for all the street projects started, about to be started and in our future.

I want to thank Tammy and Sam for getting all the employees Health Insurance converted and navigating all the rate changes and plan changes. There's a whole lot that happens behind the scenes that we as a City Council don't see – that makes a huge difference. Thank you both.

I want to thank Terry Upshaw for dropping everything to get water lines moved so that the street projects can proceed.

Reminder to City Council that Mr. Scanlon is going to be meeting with Northland neighbors on September 1st – we are going to notice the meeting but I would caution against talking about how you're going to vote until you've seen all the information and heard all the concerns of the residents. They will be at the September 8th meeting.

CITY MANAGER & STAFF REPORTS. – Tammy passed out information about the City Officials Fundamentals class that the League of Kansas Municipalities is offering on September 14th.

Bret will be the acting City Manager while I am out of the area between August 26th and August 29th.

We had the first meeting in August of Kansas Association of Trail Towns and the we have been working on bi-laws for the association.

My City My Home contest is an essay contest for 7th graders through the League of Kansas Municipalities. I will be presenting to four classes in a row and we hope to have several entries into the contest.

Bret apologized that he did not include an operations report in this packet.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Dickinson to adjourn. Yeas: All. The mayor declared the meeting adjourned at 8:47 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

Osawatomie, Kansas. **September 1, 2022.** A Northland Neighborhood Meeting was held at Memorial Hall located at 411 Main Street at 6:00 p.m. Council members present were Macek, Bratton, Diehm and LaDuex. Council members Caldwell, Filipin, Dickinson and Wright were absent. City Staff present at the meeting were City Manager Michael Scanlon and City Clerk Tammy Seamands. Members of the public that were present were Cliff Taylor, Jim Katzer, Patricia Garcia, Gib Davis, Bulmaro Morales, Ernesto Garcia, Steve Grimes, Todd Arehart, Rachel Foster, Amanda Byrd, Michelle Robinson, Betty Gamblin, Steven Gamblin, Danel Abegg, Mendi Abegg, Carol Gatlin, Keeton Adams, Stanton Adams, Virginia Adams, Chris Adams, Renee Lofin, Harriett Shaw, John Shaw, Crisanne Badders, Donita Taylor, Leah Smith, Karla Smith, Doug Smith and JR Balog.

NEIGHBORHOOD MEETING. – Michael Scanlon discussed some of the reasons that the Northland Neighborhood would like to be de-annexed due to promises that were not kept by the city. He then discussed the availability of possible funding through loans and grants for the Northland Conceptual Wastewater Collection Project and the estimated cost of the project to both the citizens of the Northland and the City of Osawatomie.

The citizens were then given the opportunity to make comments and ask questions. A survey link was also provided for the citizens to provide feedback on the sewer project and de-annexation.

OTHER DISCUSSION/MOTIONS.

The meeting adjourned at 7:00 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

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	OSAWATOMIE GOLF COURSE	JULY 2022 - SCANLON MEMBER	<u>180.00</u>
			TOTAL:	180.00
ADMINISTRATION	GENERAL OPERATING	TYLER TECHNOLOGIES INC	ERP PRO UTILITIES ANNUAL F	262.50
		CITY OF OSAWATOMIE	UTILITIES	4.74
			UTILITIES	29.79
			UTILITIES	925.05
		FIRST OPTION BANK	CONFERENCE - GLENDENING	345.00
			GOTOMEETING RENEWAL	158.04
			THERMAL PAPER ROLLS	71.95
			EMPLOYEE LUNCH	98.74
			EMPLOYEE LUNCH	618.77
		HALL'S BOBCAT SERVICE	LION PLANTERS	239.00
		CIVIC PLUS	2022 HOSTING & SUPPORT	2,625.00
		KANSAS GAS SERVICE	GAS SERVICES	106.78
		LEAGUE OF KS MUNICIPALITIES	SAM MOON & KARI BRADLEY	650.00
			BRET GELNDENING REGISTRATI	325.00
			TAMMY SEAMANDS REGISTRATIO	325.00
			KAREN LADUEX REGISTRATION	325.00
			MIKE SCANLON REGISTRATION	225.00
		RURAL WATER DIST. #1	RURAL WATER	18.00
		WAL-MART CAPITAL ONE	PLANTS	206.04
			PARADE CANDY	68.68
		PAT'S SIGNS	UV STICKERS 23 & 24	24.00
		QUILL CORPORATION	CARTERS NEAT INK	8.99
			PAPER, TONER, STAPLES	13.28
			PAPER, TONER, STAPLES	203.99
			PAPER, TONER, STAPLES	0.97
			11X17 COPY PAPER	59.75
		RESERVE ACCOUNT	POSTAGE	2,500.00
		NPG NEWSPAPERS INC	CL LEGAL ADVERTISEMENT	498.04
		DONNA & VIOLA'S SHIRTS & ETC.	NEW LOGO SETUP & SHIRTS	25.00
		JARRED GILMORE & PHILLIPS PA	2021 AUDIT	10,000.00
		TALLEY, DEBBIE	AUGUST 2022 MH CUSTODIAN	375.00
		WEX BANK	FUEL CARD	0.00
		INTERNATIONAL INSTITUTE OF MUNICIPAL C	D.ROEHL MEMBERSHIP	115.00
		WASTE MANAGEMENT	REFUSE SERVICE	18.33
		PALACE HARDWARE	REDHEAD THICK & NARROW	8.08
		CCMFOA OF KANSAS	D.ROEHL MEMBERSHIP	75.00
		OSAWATOMIE PARTNERS IN EDUCATION	2022 CARNIVAL DONATION	100.00
		REDISHRED KANSAS INC.	SHREDDING	30.90
			REDISHRED KANSAS INC.	30.90
		KANSAS DEPARTMENT OF ADMINISTRATION	2021 AUDIT - OSAWATOMIE	175.00
		EVERGY	UTILITIES	18.87
		GREATER MIAMI COUNTY ECONOMIC DEVELOPM	MINI GRANT COST SHARE	250.00
		PAYCHEX	07/01/22 - PAYROLL SERVICE	579.50
			PAYROLL SERVICES 07/06/22	15.00
			PAYROLL SERVICES - 07/01/2	191.26
			PAYROLL SERVICES 07/15/22	564.00
			07/29/22 - PAYROLL SERVICE	730.43
			07/29/22 - PAYROLL SERVICE	253.75
		TEXTMYGOV	SOFTWARE MANAGMENT 2022-20	3,200.00
		HITOMI'S LITTLE FLOWER SHOP LLC	PLANT BROWNING SERVICE	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FLORAL ARRANGEMENT - ASHLE	75.00
		BLACK HILLS ENERGY READY	NATURAL GAS	21.77
		LAUBER MUNICIPAL LAW, LLC	CITY ATTORNEY - JUNE 2022	4,147.50
			CITY COUNCIL M - JUNE 2022	1,540.00
		BRADLEY, KARI	MILEAGE, GROCERIES	7.81
			MILEAGE, GROCERIES	67.78
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>999,056.65</u>
			TOTAL:	1,032,684.63
CODES ENFORCEMENT	GENERAL OPERATING	O'REILLY AUTO PARTS	DF FED CONV	402.68
			EX FLAN HRW & 10G THRDLOCK	23.79
		FAMILY CENTER FARM & HOME	LIGHT TRI LUCENT PR X DIRE	89.97
			PAINT, BRUSH, PAINT BRUSH	67.65
		RURAL WATER DIST. #1	RURAL WATER	19.36
			RURAL WATER	104.85
		ZEP SALES & SERVICE	BUFF LINERS	294.23
		INTERNATIONAL CODE COUNCIL	VIRTUAL REVIEW INSTITUTE	850.00
			STUDY GUIDE ELECTRIC INSPE	69.00
		WEX BANK	FUEL CARD	458.64
		DREXEL TECHNOLOGIES INC	CAT LINE DRAWING PRINTER	146.00
		EVERGY	UTILITIES SERVICE	669.21
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET T2600 MFP	195.00
		THE GROUND GUYS OF OLATHE	NUISANCE MOWING	10,660.00
			NUISANCE LOT MOWING	1,885.00
		JOHN M DAVIS		7,500.00
		ARCHITECT ONE	PSP GRANT APPLICATION	5,000.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>273,332.05</u>
			TOTAL:	301,767.43
POLICE	GENERAL OPERATING	TYLER TECHNOLOGIES INC	BRAZOS ECITATION MAINTENAN	1,205.42
			MAINTENANCE PUBLIC SAFETY	6,748.96
		BREWER'S AUTOMOTIVE REPAIR INC	FOUR WHEEL ALIGNMENT	83.55
			REAR TIRE REPAIR	25.00
			INTERSTATE BATTERY	122.95
		CITY OF OSAWATOMIE	UTILITIES	783.27
		O'REILLY AUTO PARTS	HUB ASS & CTR ARM ASSM	915.00
			WHEEL STUD & WHEEL NUT	5.27
			IDLER PULLY	30.16
			HUB ASSEMBLY WHEEL STUD	105.97
			BRAKE HOSE, ROTOR, BRACKTE	664.16
			CERAMIC PADS	65.06
			BRAKE ROTOR	260.64-
			CERAMIC PADS & CORE RETURN	175.06-
			PREMIUM GREY	11.99
			SWAY LINK BARS	48.45
			CABIN FILTERS	34.34
			SWAY LINK KIT	48.45-
			TROTTLEBODY AIR INT HOSE	266.84
			VAPR CAN VLV	31.96
			IGNITION COIL	75.01
		FIRST OPTION BANK	STAPLES & TAPE	28.89
			UNIFORM MATERIALS	44.97
			UNIFORM MATERIALS	6.99
			UNIFORM MATERIALS	229.00
			ZIP TIE HANDCUFFS	29.98
			FLOWERS	76.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GORILLA TAPE	6.50
			WATER	17.00
			TOILET PAPER	14.25
			UNIFORM MATERIALS	20.97
			UNIFORM MATERIALS	36.00
			UNIFORM MATERIALS	23.98
		FAMILY CENTER FARM & HOME	DOG FOOD	54.99
			KEY RINGS SPLIT	10.44
			COMPOUND, SANDSPONGE BLACK	63.63
		KANSAS GAS SERVICE	GAS SERVICES	41.18
		LOUISBURG FORD SALES INC.	HOSES	39.46
		INSCORE CONSTRUCTINO	REMOVE GRINDER PUMP REPAIR	438.00
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	14.86
		AUTEN PHARMACY	NALOXONE - NARCAN	480.00
		PSYCHOLOGICAL RESOURCES	PSY EVALUATIONS	270.00
		GALL'S INC	TWILL CARGO SHIRTS	118.80
			POUCH, CASE, SPRAY, BAG	211.43
			BELTS, HOLDERS , CLIPS, CU	876.19
			CLIP, PANTS, POLO	253.00
			POLO	126.72
			POLO	137.28
			PANT BELT	118.20
			ZIPPER TWILL CASES	275.04
			HI VIS VEST	14.72
			RAINCOAT, PANTS, HOLDER PO	182.38
			RIGID, BUNGEE, POUNCH, CAS	348.63
			MOUNT HOLDER CLIP CUFF	828.17
			TWILL SHIRT	66.00
			POLO, CODE WIRE EAR PIECE	114.00
			MACE CASE, GLOVE, HIVIS VE	141.88
			NYLON GLOVE POUCH	20.46
			CARGO PANT, POLO, TWILL	512.16
		MISCELLANEOUS MIAMI TOW & RECOVERY	MIAMI TOW & RECOVERY:TOWIN	187.50
		LOUISBURG CHAMBER OF C	LOUISBURG CHAMBER OF COMM:	40.00
		WEX BANK	FUEL CARD	4,665.93
		WASTE MANAGEMENT	REFUSE SERVICE	20.30
		POMP'S TIRE SERVICE INC	TIRES 245/50R20 ULTRA TOUR	507.75
		KASPER AUTO PARTS	REMAN WIPER MOTOR & CORE D	135.76
			COOUNTERACT BACL BEADS	114.90
			TPMS SENSOR TRAILER LT KIT	3.15
			SENSOR TMPS	42.21
		REDISHRED KANSAS INC.	SHREDDING	30.90
			REDISHRED KANSAS INC.	30.90
		TRANSUNION RISK & ALTERNATIVE	INFORMATION CHECK	103.00
		MODERN MARKETING	FINGERPRINT ID CARTS BRACE	398.89
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>1,971,570.96</u>
			TOTAL:	1,994,883.51
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITIES	247.57
		KANSAS GAS SERVICE	GAS SERVICES	54.32
		BRADLEY AIR CONDITIONING & HEATING	ROOF TOP BLOWER REPLACE	191.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>68,998.80</u>
			TOTAL:	69,492.67
STREETS & ALLEYS	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	TIRE DISPOSALS	92.50
		CARTER WATERS	KRAFT EDGER	79.89
		CITY OF OSAWATOMIE	UTILITIES	8.22
			UTILITIES	142.52
			UTILITIES	1.62
			UTILITIES	483.10
		COLEMAN EQUIPMENT INC.	CABIN AIR FILTER, CAB FILT	312.94
		O'REILLY AUTO PARTS	FUEL CAP	16.91
			FUEL CAP	16.91-
			BATTERY / CORE CHARGE	317.58
			CORE RETURNS	44.00-
			BATT ACCY	14.70
			GL-WIPER FLD	69.48
			FUEL FILTERS	22.45
			COP COIL	87.10
		FAMILY CENTER FARM & HOME	NIPPLE GALVS & PARTS	5.97
			GRILL WALL RETURN	11.98
			OIL WOODCUTTER PARTS/TRACT	99.97
			BITE FEE STABLE FLY TRAP	9.99
			HOSE, PLUG SET, HOSE	138.57
			PLASTER PATCH QT TARPS	94.98
			BUCKET, SCRAPER, COVER	26.86
		KANSAS GAS SERVICE	GAS SERVICES	53.39
		BOWES AUTOMOTIVE PRODUCTS	STEMS, SOLUTION, CEMENT	176.85
		DONNA & VIOLA'S SHIRTS & ETC.	SAFTEY GREEN SHIRTS	59.75
		ROMANS OUTDOOR POWER	CAP FUEL OIL HYD	53.27
			CAP FUEL OIL HYD	197.36
		WEX BANK	FUEL CARD	901.86
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
		POMP'S TIRE SERVICE INC	19.5L24/12 AT UTILITY TR R	564.92
		KASPER AUTO PARTS	TIRE MOUNTING PASTE	25.49
			RU-GLYDE PASTE 8 LB	25.49-
			FUEL FILTER	55.94
			FUEL FILTER RETURN	35.10-
			FUEL FILTER, OIL FILT, AIR	108.39
			BIT HOLDER	5.48
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL	47.00
		CCL SUPPLY, LLC	MAGICAL 2020LUBE RETURN	130.00-
		NEXTRAN TRUCK CENTERS	HOSE, SEAL, CLUTCH	740.74
			MUFFLER	225.79
			AD-9 AIR	388.92
			CLUTCH	641.63-
		QUALITY AUTOMOTIVE EQUIPMENT & SERVICE	LIFT INSPECTION	225.00
		KUBOTA LEASING	CORRECTION	53.27-
			CORRECTION	197.36-
			CAP, FUEL, OIL PAIL	53.27
			CAP, FUEL, OIL PAIL	197.36
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>291,072.70</u>
			TOTAL:	296,118.82
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITIES	8.22
			UTILITIES	142.52
			UTILITIES	178.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UTILITIES	157.40
		FIRST OPTION BANK	LEICA DISTO DS LASER DISTA	148.72
		FAMILY CENTER FARM & HOME	GLOVES, WEDGE. PARTS	21.99
			GLOVES, WEDGE. PARTS	38.93
			BOMDER GR70 & HOSE DISCHAR	127.28
			SPRINKLER OSCILL & GLOVES	29.98
			SPRINKLER OSCILL & GLOVES	11.99
		BEACHNER GRAIN INC	CROSSBOW 1 GAL & CLYSTAR P	320.00
		RURAL WATER DIST. #1	RURAL WATER	18.00
		PAT'S SIGNS	STREET SIGNS	105.00
		MADDEN RENTAL LLOYD MADDEN	ADA & REG PORTABLE TOILET	395.00
		SPRAYER SPECIALTIES INC	5500 5.3GPM DEMAND THREADE	202.23
		WEX BANK	FUEL CARD	656.12
		SECURITY BANK OF KC	LEASE PAYMENT	531.65
			LEASE PAYMENT	10,105.31
		WASTE MANAGEMENT	MISC LOAD TO DUMP	18.95
			REFUSE SERVICE	71.77
		R & R EQUIPMENT	BH LINING RIN FRONT FARMAL	173.94
		PALACE HARDWARE	18508 1G INT M	101.98
		EVERGY	UTILITIES SERVICE	64.21
		THE GROUND GUYS OF OLATHE	MOWING LEVY	1,300.00
			MOWING PER CONTRACT	13,655.17
		MCCREA MANAGEMENT LLC	JUNE MONTHLY MANAGEMENT FE	500.00
			JULY MONTHLY MANAGEMENT FE	500.00
		JOHNSON COUNTY TOPSOIL & LANDSCAPE MAT	REGULAR TOPSOIL	910.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>446,320.33</u>
			TOTAL:	476,815.01
FIRE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	FUEL PUMP RELAY	150.12
			FUEL PUMP REMOVE & REPLACE	588.73
		CITY OF OSAWATOMIE	UTILITIES	523.63
		O'REILLY AUTO PARTS	EMISSION HS HOSE	6.30
			O2 SENSORS	345.23
			THRD, CHASER	7.99
			TEST KIT	149.99-
			FUEL FILTER	8.42
			PURGE SOL	90.72
			O2 SENSOR	47.49
			O2 SENSOR	47.49-
		KANSAS GAS SERVICE	GAS SERVICES	56.12
		MIAMI COUNTY HEALTH DEPT.	TDAP VACCINATION	65.00
		JAY'S UNIFORMS LLC	PARAGON SHIRTS NAVY	467.71
			PARAGON SHIRTS NAVY	118.72
		CONRAD FIRE EQUIPMENT INC	GASKET FLG & SEAL U-CUP	18.68
		WEX BANK	FUEL CARD	214.15
		WASTE MANAGEMENT	REFUSE SERVICE	287.07
		KASPER AUTO PARTS	LAMP	13.99
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL	47.00
		WEIS FIRE & SAFETY EQUIPMENT, LLC.	E41 & Q45 PUMP TESTING	1,483.11
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>143,104.20</u>
			TOTAL:	147,446.90
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	MUNICIPAL COURT FEES	1,651.50
		MIAMI COUNTY SHERIFF'S DEPT	JUNE 2022 PRISONER CARE	2,328.47
		LAW OFFICE OF SHEILA M.SCHULTZ	JULY 2022 MUNICIPAL COURT	2,394.00
		HARTLEY LAW GROUP, LLC	COURT APPOINTMENTS	1,600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAUBER MUNICIPAL LAW, LLC	CITY PROSECUTOR - JUNE 202	7,562.50
		CLYDE & WOOD, LLC	COURT APPOINTED ATTORNEY	78.06
			COURT APPOINTED ATTORNEY	119.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>94,612.29</u>
			TOTAL:	110,345.82
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITIES	581.72
		FIRST OPTION BANK	BOOKS	20.98
			TORK MULTIFOLD TOWELS	36.99
			FREEZER PAPER BUBBLE JUICE	44.98
			POPCORN BAGS & POPCORN	19.99
			COPY PAPER	36.99
			TAPE & POPCORN BAGS	21.08
			BOOKS	32.35
			BOOKS	17.02
			KEYBOARDS	17.67
			PAPERTOWELS & SOAP	6.25
		KANSAS GAS SERVICE	GAS SERVICES	46.84
		BAKER & TAYLOR	BOOKS	4.84
			BOOKS	37.30
			BOOKS	176.99
			BOOKS	147.49
			BOOKS	11.03
			BOOKS	532.86
			BOOKS	239.14
		NEKLS	CALENDAR	3.00
		WAL-MART CAPITAL ONE	GLUE	6.04
			FLY SWATTER	3.28
		DEMCO INC	BOOK JACKET COVERS	72.31
		T MOBILE	HOT SPOTS	154.55
		WASTE MANAGEMENT	REFUSE SERVICE	63.53
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	58.83
		EBLE, SPENCER N.	BUFFET FOR SUMMIT	160.00
		EMPORIA STATE UNIVERSITY	TUITION FEES & DUES	2,259.12
			TUITION	1,134.56
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>240,826.47</u>
			TOTAL:	246,774.20
TECHNOLOGY	GENERAL OPERATING	FIRST OPTION BANK	BACKUP FOR WEBSITE	8.95
			CREDIT CARD READERS	161.33
			CREDIT CARD READERS	53.78
			DC CONVERTERS	225.75
			WEB SITE HOSTING	62.00
			CONDUIT CABLE TIES WALL PL	108.14
			ANTENNA MOUNTS	45.97
			PATCH CABLES WEATHERPROOF	183.08
			CAMERA RECORDINGS	14.99
			SCREWS & CONDUIT	116.42
			RJ45 CONNECTORS	31.90
			INTERNET WEB HOSTING	9.99
			WIRELESS ACCESS POINTS	886.90
			WIRELESS ACCESS POINTS	264.91
		AT&T MOBILITY	CELL PHONE SERVICE	593.83
		T MOBILE	INTERNET SERVICE	61.82
		KSFIBERNET	INTERNET SERVICES	411.44
		PALACE HARDWARE	500 3" 21/*2" S SCREWS	3.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	90.00
		CENTURYLINK	INTERNET SERVICES	112.18
			PHONE SERVICE	51.26
			PHONE SERVICES	105.84
			PHONE SERVICE	53.27
			PHONE & INTERNET	112.78
			PHONE & INTERNET	108.77
			PHONE & INTERNET	54.50
			PHONE & INTERNET	52.39
		RICOH USA, INC.	PRINTER LEASE/RENT	260.47
		RICOH USA, INC.	PRINTER RENTAL	82.66
			RENT	128.31
		NITEL, INC.	PHONE & INTERNET SERVICE	1,177.02
		NEXTIVA, INC.	PHONE & INTERNET	1,137.54
		TOSHIBA FINANCIAL SERVICES	PRINTER RENTAL	189.75
		PROVANTAGE, LLC	SHIPPING	231.90
			APC SMX3000RMLV2UNC	2,489.58
			APC SMX120RMBP2U	996.36
			APC AP9567 Rack PDU	<u>204.22</u>
			TOTAL:	10,883.49
WATER ADMINISTRATION	WATER	KANSAS DEPT OF REVENUE	2ND QTR CLEAN WATER DRINKI	1,397.98
		LEAGUE OF KS MUNICIPALITIES	CLEAN DRINKING WATER FEES	1,397.98
			CORRECTION	1,397.98-
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
		KPERS	KPERS - 07/29/22	527.64
			KPERS - 08/29/22	552.20
			KPERS - 07/01/22	555.49
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	99.20
			IMCA - 07/29/22	99.24
			ICMA - 07/15/22	99.20
		EFTPS	07/01/22 - EFTPS	437.62
			EFTPS - JULY 15TH PAYROLL	399.74
			EFTPS - JULY 29TH 2022	415.29
		POSTALCITY.COM	POSTAGE	900.00
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	2,269.57
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	101.96
			LIFE, DENTAL, & VISION	26.32
			'AUGUST 2022 - LIFE, DENTA	87.64
			'AUGUST 2022 - LIFE, DENTA	22.84
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>7,446.94</u>
			TOTAL:	15,510.64
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTILITIES	759.55
			UTILITIES	150.01
		WAL-MART CAPITAL ONE	DAWN UL	29.92
		USA BLUE BOOK	HACH SURCHARGE	572.94
			TUBING KIT	358.66
			HACH FREE CHLORINE SWIF TE	172.91
		HAWKINS INC	Ammonia	753.95
			Freight	42.00
			Polymer	3,336.38
			Bleach	1,759.10
			Alkali	36.00
			Ammonia	619.46
			Freight	42.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Polymer	3,336.38
			Bleach	1,399.28
			Carbon	1,214.40
			Ammonia	816.36
			Freight	42.00
			polymer	3,336.38
			Bleach	1,890.97
			Connector Nut	40.60
		WASTE MANAGEMENT	REFUSE SERVICE	36.55
		KPERS	KPERS - 07/29/22	687.88
			KPERS - 08/29/22	741.52
			KPERS - 07/01/22	777.75
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	23.72
			IMCA - 07/29/22	24.07
			ICMA - 07/15/22	23.72
		EFTPS	07/01/22 - EFTPS	699.14
			EFTPS - JULY 15TH PAYROLL	633.42
			EFTPS - JULY 29TH 2022	594.60
		R. E. PEDROTTI CO., INC.	TROUBLESHOOT CLEARWELL CL1	379.00
		WATERS HARDWARE	GALVANIZED CLOTHESLINE 1-1	10.98
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	2,715.52
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	21.00
			LIFE, DENTAL, & VISION	123.68
			LIFE, DENTAL, & VISION	35.72
			'AUGUST 2022 - LIFE, DENTA	21.00
			'AUGUST 2022 - LIFE, DENTA	123.68
			'AUGUST 2022 - LIFE, DENTA	35.72
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>203,264.92</u>
			TOTAL:	231,682.84
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTILITIES	8.22
			UTILITIES	47.31
		OIL PATCH PUMP & SUPPLY INC	OIL PATCH PUMP & SUPPLY IN	40.57
		KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		WEX BANK	FUEL CARD	384.73
		PALACE HARDWARE	KEY	1.99
		CORE & MAIN LP	OP Q869231 / Q867526	6,477.04-
			4 AVK #65 DI GV O/L HY & H	870.00
			C47-33NL 3/4 CPLG PJ	237.96
			4 AVK HYMAX	1,740.00
			36" REED MANHOLE HOOK MH36	89.18
			PO 22-00518 WALNUT WATERLI	2,202.00
			890-56-08216-16 8 HYMAX GR	1,050.16
			860-54-0163-16 6 HYMAX 2 F	750.50
			860-54-0163-16 6HYMAX 2 FL	645.34
			3/4X3-1/2 T HEAD B&N C111	245.25
			SRII REG 5/8 TRPL 6' 1CF S	908.52
		POMP'S TIRE SERVICE INC	TRANSFORCE HT2	611.36
		KPERS	KPERS - 07/29/22	240.23
			KPERS - 08/29/22	234.62
			KPERS - 07/01/22	229.52
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	6.25
			IMCA - 07/29/22	25.00
			ICMA - 07/15/22	6.25
		EFTPS	07/01/22 - EFTPS	196.39
			EFTPS - JULY 15TH PAYROLL	194.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			EFTPS - JULY 29TH 2022	207.11	
		WATERS HARDWARE	OUTDOOR PWR EQUIPMENT	18.99	
		FORTILINE WATERWORKS	6X3/4 IP 202B SADDLE 6.90	460.00	
			8' GRIP RING ACC SET PVC-I	508.00	
		BARNES SMALL ENGINE	REPAIR STIHL CONCRETE SAW	55.00	
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	356.26	
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	8.40	
			LIFE, DENTAL, & VISION	80.26	
			LIFE, DENTAL, & VISION	19.40	
			'AUGUST 2022 - LIFE, DENTA	8.40	
			'AUGUST 2022 - LIFE, DENTA	80.26	
			'AUGUST 2022 - LIFE, DENTA	19.40	
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>269,862.72</u>	
			TOTAL:	276,190.90	
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	MBEVI, JULIANA	01-033300-03	200.86
			JENKINS, JULIA	01-110600-20	190.33
			MINCKLEY, MELISSA	01-124700-28	82.31
			MAISCH, CASEY	01-234800-14	92.23
			STALLBAUMER, CHRIS	01-234800-15	94.34
			SCHERZER, KATHY	01-239600-09	159.64
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE	<u>57.00</u>	
			TOTAL:	876.71	
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	JUNE 2022 - UTILITIES	408.77	
			JUNE 2022 - UTILITIES	3,859.90	
			JUNE 2022 - UTILITIES	3,308.48	
			JUNE 2022 - UTILITIES	4,143.36	
			JUNE 2022 - UTILITIES	5,530.44-	
		KANSAS MUNICIPAL UTILITIES INC	2022 DUES KMU 1 TRAINING G	2,656.00	
		KPERS	KPERS - 07/29/22	545.53	
			KPERS - 08/29/22	569.34	
			KPERS - 07/01/22	573.25	
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	99.05	
			IMCA - 07/29/22	99.09	
			ICMA - 07/15/22	99.05	
		EFTPS	07/01/22 - EFTPS	451.37	
			EFTPS - JULY 15TH PAYROLL	409.98	
			EFTPS - JULY 29TH 2022	429.14	
		POSTALOCITY.COM	POSTAGE	2,600.00	
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	2,403.22	
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	111.14	
			LIFE, DENTAL, & VISION	28.54	
			'AUGUST 2022 - LIFE, DENTA	96.82	
			'AUGUST 2022 - LIFE, DENTA	25.06	
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>11,561.96</u>	
			TOTAL:	28,948.61	
ELECTRIC PRODUCTION	ELECTRIC	FIRST OPTION BANK	ROOF COATING 5 GAL	487.00	
			BATTERIES	2.49	
			PRIVACY SIGNS	7.99	
			RIDGID CUTTER	35.96	
		KMEA	LABOR FOR KMEA PLC	1,163.25	
			LABOR CORRECTION	1,163.25-	
			EMP1 - JUNE 2022	18,839.91	
			EMP1 - JUNE 2022	51,542.69	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GRDA - JULY 2022	149,571.32
			SPA HYDRO - MAY 2022	2,807.38
			WAPA JUNE 2022	8,414.96
		KANSAS GAS SERVICE	GAS SERVICES	32.69
			GAS SERVICES	82.50
		WAL-MART CAPITAL ONE	POWER FOAM	13.81
			MS COFFEEMARK	12.87
			OFFICE CHAIR BOX FAN	111.46
			6K AC	216.00
		OIL PATCH PUMP & SUPPLY INC	ELBOW, COUPLINGS, PIPE	114.24
		EXLINE INC	GASKET	132.59
		WEX BANK	FUEL CARD	279.21
		WASTE MANAGEMENT	REFUSE SERVICE	71.77
			REFUSE SERVICE	36.56
		PALACE HARDWARE	MIN SPIRITS, 1 1/2 OV	28.95
		KASPER AUTO PARTS	COUPLING	4.88
		KPERS	KPERS - 07/29/22	80.62
			KPERS - 08/29/22	86.51
			KPERS - 07/01/22	91.81
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	3.39
			IMCA - 07/29/22	3.44
			ICMA - 07/15/22	3.39
		EFTPS	07/01/22 - EFTPS	84.97
			EFTPS - JULY 15TH PAYROLL	76.00
			EFTPS - JULY 29TH 2022	71.57
		EVERGY	UTILITIES	24.64
			UTILITIES	24.50
		MCANANY OIL COMPANY, INC.	NA 1993 Prem XD1S	5,041.37
			Prem YD15	2,122.55
		KMEA - MID-STATES	LABOR FIELD SERVICE	1,163.25
		WATERS HARDWARE	CONNECTOR, COUPLING NIPPLE	24.56
			14.6OZ HI-STRE ADHESIVE	21.99
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	344.16
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	16.16
			LIFE, DENTAL, & VISION	4.68
			'AUGUST 2022 - LIFE, DENTA	16.16
			'AUGUST 2022 - LIFE, DENTA	4.68
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>180,256.80</u>
			TOTAL:	422,414.43
ELECTRIC DISTRIBUTION	ELECTRIC	CARTER WATERS	WB SAFETY RED UPSIDE PAINT	85.12
		CITY OF OSAWATOMIE	UTILITIES	77.82
			UTILITIES	47.31
		O'REILLY AUTO PARTS	BATTERY & CORE CHARGE	476.37
		GRAINGER W.W. INC	MOTOR YOKE, 1/4 HP 1140 RP	612.58
		FAMILY CENTER FARM & HOME	CORD EXT OUTDOOR 12/3X50FT	99.98
			NIPPLE GALVS & PARTS	23.94
			BOOTS MUD, LOGGER	262.98
			PIPE GALV 3/4 X 48"	20.99
			MARKING SAFETY RED SPRAY 1	24.75
		PROTECTIVE EQUIP. TESTING LAB.	CLASS 00-2 RUBBER GLOVES	128.15
		FARWEST LINE SPECIALTIES	COMPRESSION TOOL HOLDER	83.61
		JOHN DEERE FINANCIAL	JD CXCA EXCAVATOR LEASE	6,322.07
		ALTEC INDUSTRIES INC	HYDRAULIC OIL	288.02
		KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		BRADLEY AIR CONDITIONING & HEATING	10MFD CAP	12.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JEO CONSULTING GROUP INC	9TH STREET SUBSTATION PROJ	735.00
		WEX BANK	FUEL CARD	599.56
		ANIXTER INC	TRAN DCDW 0.15S B0.2 5A	1,978.20
			METER C1SD FM4S CL20	569.94
			FR CONTROL TSHIRTS	582.00
			BRACE 28'' WOOD	160.52
			INSULATOR, LUMCARE, BRACE,	1,131.60
		POMP'S TIRE SERVICE INC	TIRES 11R22	353.41
		NAVY BRAND MFG. CO.	PEAQUA #4	198.92
		KPERS	KPERS - 07/29/22	933.24
			KPERS - 08/29/22	838.53
			KPERS - 07/01/22	914.42
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	45.00
			IMCA - 07/29/22	45.00
			ICMA - 07/15/22	45.00
		EFTPS	07/01/22 - EFTPS	710.04
			EFTPS - JULY 15TH PAYROLL	590.93
			EFTPS - JULY 29TH 2022	724.60
		CCL SUPPLY, LLC	ROLL PACK TP WIPES LUBE WO	617.34
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	3,604.68
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	16.80
			LIFE, DENTAL, & VISION	188.48
			LIFE, DENTAL, & VISION	47.44
			'AUGUST 2022 - LIFE, DENTA	16.80
			'AUGUST 2022 - LIFE, DENTA	188.48
			'AUGUST 2022 - LIFE, DENTA	47.44
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>549,628.70</u>
			TOTAL:	574,095.88
SEWER ADMINISTRATION	SEWER	KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		KPERS	KPERS - 07/29/22	232.87
			KPERS - 08/29/22	257.46
			KPERS - 07/01/22	236.98
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	4.12
			IMCA - 07/29/22	4.12
		EFTPS	07/01/22 - EFTPS	183.43
			EFTPS - JULY 15TH PAYROLL	181.71
			EFTPS - JULY 29TH 2022	180.26
		POSTALOCITY.COM	POSTAGE	500.00
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	1,036.34
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	48.98
			LIFE, DENTAL, & VISION	12.52
			'AUGUST 2022 - LIFE, DENTA	48.98
			'AUGUST 2022 - LIFE, DENTA	12.52
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>259,946.09</u>
			TOTAL:	262,903.98
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITIES	3,033.38
		FIRST OPTION BANK	GARDEN HOSE	46.88
		FAMILY CENTER FARM & HOME	FUSE 15 AMP CERAMIC FUSE K	11.97
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	441.00
			ANALYTICAL SERVICES	481.10
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,992.21
			REFUSE SERVICE	73.11
			SLUDGE HAUL OFF	2,806.83
		PALACE HARDWARE	KEY	5.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CORE & MAIN LP	Heated encloser	3,382.00
		KPERS	KPERS - 07/29/22	257.65
			KPERS - 08/29/22	253.50
			KPERS - 07/01/22	258.74
		VANTAGEPOINT TRANSFER	ICMA - 07/15/22	4.12
		EFTPS	07/01/22 - EFTPS	199.95
			EFTPS - JULY 15TH PAYROLL	182.06
			EFTPS - JULY 29TH 2022	200.97
		WATERS HARDWARE	1X3/4 PUSH COUPLING	45.98
			10X2 SILICONE WRAP	16.99
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	1,309.76
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	4.20
			LIFE, DENTAL, & VISION	53.78
			LIFE, DENTAL, & VISION	15.52
			'AUGUST 2022 - LIFE, DENTA	4.20
			'AUGUST 2022 - LIFE, DENTA	53.78
			'AUGUST 2022 - LIFE, DENTA	<u>15.52</u>
			TOTAL:	15,151.17
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITIES	8.22
			UTILITIES	47.31
			UTILITIES	25.37
			UTILITIES	1,443.60
		O'REILLY AUTO PARTS	S-HC BELT	14.02
			S-HC-BELT CORRECTION	14.02-
		WEX BANK	FUEL CARD	201.62
		KPERS	KPERS - 07/29/22	238.40
			KPERS - 08/29/22	232.80
			KPERS - 07/01/22	227.70
		VANTAGEPOINT TRANSFER	ICMA - 07/01/22	6.25
			IMCA - 07/29/22	6.25
			ICMA - 07/15/22	6.25
		EFTPS	07/01/22 - EFTPS	195.02
			EFTPS - JULY 15TH PAYROLL	193.58
			EFTPS - JULY 29TH 2022	205.72
		BLUE CROSS & BLUE SHIELD	JULY 2022 - HEALTH INSURAN	345.76
		PRINCIPLE LIFE INSURANCE COMPANY	LIFE, DENTAL, & VISION	79.80
			LIFE, DENTAL, & VISION	19.28
			'AUGUST 2022 - LIFE, DENTA	79.80
			'AUGUST 2022 - LIFE, DENTA	<u>19.28</u>
			TOTAL:	3,582.01
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	ANNUAL TIRE PICKUP	738.38
			ANNUAL TIRE PICK UP	250.00
			CURB SIDE PICKUP	31,353.76
			TRASH STICKERS	<u>300.00</u>
			TOTAL:	32,642.14
LIBRARY	LIBRARY	FIRST OPTION BANK	RUBBER BALLS	6.25
			PIPE CUTTER PVC PIPE	73.44
			SWIM NOODLE KISS GEL EYE L	38.75
			PRIME MEMBERSHIP	139.00
			KINDLE BOOKS	2.99
			VASE GEMS PLANTS	7.50
			SPOONS TUFF CREW CONSTRUCT	7.50
			PUSH POP FIDGET TOYS	16.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MARBLE STONE	1.25
			FRUIT PUNCH OLIVE OIL	9.75
			SLOTTED TURNER FORK FOAM P	10.35
			FANTA ORANGE	6.75
			WOOD CRAFTS PAINT SNOW POW	43.97
			BEACH PEBBLES	13.07
			CRAFT SUPPLIES	65.35
			PRIVATE PARTY DEPOSIT	120.00
			SODA CEREAL CORN STARCH	51.55
			PLATES	5.00
		WAL-MART CAPITAL ONE	PLAY SAND	165.92
			CANDY & POP	79.86
			SUMMER READING	3.80
			SUMMER READING	2.97
			SUSHI INGREDIENTS	24.02
			FOOD & SNACKS	46.73
			CRAFT SUPPLIES	8.48
			FUN POPS	14.90
			SUMMER READING	32.09
			SUMMER READING SUPPLIES	43.77
			SUMMER READING SUPPLIES	55.67
			SUMMER READING SUPPLIES	49.34
			SUMMER READING SUPPLIES	36.32
			SUMMER READING SUPPLIES	24.23
			SUMMER READING SUPPLIES	12.30
			SUMMER READING SUPPLIES	46.58
			SUMMER READING SUPPLIES	47.96
			SUMMER READING SUPPLIES	46.16
			SUMMER READING SUPPLIES	7.47
		MAD SCIENCE	CLASSROOM WORKSHOPS	352.00
		MISCELLANEOUS KANSAS CENTRAL SCHOOL	KANSAS CENTRAL SCHOOL BUS:	430.00
		T MOBILE	HOT SPOTS	30.91
		SCHOLASTIC INC.	BOOKS	70.32
		ZINGRE AND ASSOCIATES PA	LIBRARY RELOCATION STUDY	1,000.00
FIRE	RURAL FIRE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>102,585.41</u>
			TOTAL:	105,836.57
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	MIAMI COUNTY KANSAS	BID	16,300.00
		GOWING'S CONSTRUCTION DARRELL L GOW	NORTHLAND POINT CLEARING	12,000.00
		ALLENBRAND-DREWS & ASSOC., INC	CONCEPT DRAWING	1,850.00
		GREATER MIAMI COUNTY ECONOMIC DEVELOPM	CITY PAYMENTS MINI GRANTS	250.00
		SKEENS CONSULTING SERVICES		<u>2,750.00</u>
			TOTAL:	33,150.00
PARKS & CEMETERIES	SPECIAL PARK & REC	CITY OF OSAWATOMIE	UTILITIES	30.57
		MADDEN RENTAL LLOYD MADDEN	ADA & REG PORTABLE TOILET	<u>125.00</u>
			TOTAL:	155.57
STREET AND ALLEYS	STREET IMPROVEMENT	NATIONAL SIGN COMPANY INC	1 3/4 SQUARE POST SUPER LO	119.90
		MIAMI COUNTY ROAD & BRIDGE	CHIP & SEAL	7,733.50
		KILLOUGH CONSTRUCTION INC	COLD MIX 06/28/22	<u>672.10</u>
			TOTAL:	8,525.50
CABIN	TOURISM	KANSAS GAS SERVICE	GAS SERVICES	32.69
		MIAMI LUMBER INC.	1X4-08 ROUGH CEDAR	166.44
		QUILL CORPORATION	3 RING BINDERS	35.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BINDER0 75ASST 4	23.23
			HP 950XL INK CARTRIDGE	110.21
			LAMINATOR & TRIM	156.74
			SHEET PROTECTORS	56.42
		MISCELLANEOUS JOHNSON'S COUNTY GAZET	JOHNSON'S COUNTY GAZETTE:	30.00
		THE COUNTRY REGISTER	THE COUNTRY REGISTER: AD F	170.00
		GERKEN RENT-ALL INC	DUMPSTER 10 YARD ROLLOFF L	325.00
		WASTE MANAGEMENT	REFUSE SERVICE	55.50
		WINGERT SIGN COMPANY LLC	JULY 2022 BILLBOARD SIGN R	1,350.00
		MARQUEZ, MARK	SEASONAL MAINT. JUNE 2022	300.00
			SEASONAL MAINT. JUNE 2022	360.00
		BRICKMOB	OSAWATOMIE MURAL	<u>3,750.00</u>
			TOTAL:	6,921.37
JOHN BROWN JAMBOREE 2. TOURISM		KANSAS DEPT OF REVENUE	TOURISM SALES TAX - JUNE 2	54.13
			TOURISM SALES TAX - JUNE 2	46.40
			TOURISM SALES TAX - JUNE 2	201.07
		MISCELLANEOUS SCHRADER, GORDON	SCHRADER, GORDON: JBJ2.0 R	4,390.85
		NPG NEWSPAPERS INC	JOHN BROWN JAMBOREE AD	500.00
		GERKEN RENT-ALL INC	PORTABLE TOILET RENTALS	<u>900.00</u>
			TOTAL:	6,092.45
LIGHTS ON THE LAKE	TOURISM	FIRST OPTION BANK	FUEL FOR LOTL	12.34
			WALKIE TALKIES - LOTL	569.96
		KANSAS DEPT OF REVENUE	TOURISM SALES TAX - JUNE 2	255.63
			TOURISM SALES TAX - JUNE 2	219.11
			TOURISM SALES TAX - JUNE 2	949.50
		MISCELLANEOUS LUPITAS KITCHEN	LUPITAS KITCHEN: FOOD	67.00
		KATHERYN WILSON-HAMILT	KATHERYN WILSON-HAMILTON:F	586.87
		BULLCREEK BBQ	BULLCREEK BBQ: LOTL FOOD T	83.00
		JUAN AND ONLY	JUAN AND ONLY: FOOD TOKENS	55.00
		TWISTED TATOR	TWISTED TATOR: FOOD TOKENS	10.00
		MORGAN, DALE	MORGAN, DALE:FUEL REIMB LO	30.00
		MIAMI COUNTY EMS	LOTL - 2022	600.00
		HASTY AWARDS	LOTL AWARDS	49.26
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL LOTL	3,180.00
		GERKEN RENT-ALL INC	GENERATOR TOWABLE RENTAL	434.50
		COOK, ANDREW	COOK, ANDREW	800.00
		MACEK, DAN	REIMBURSEMENTS - LOTL	1,627.48
		OSAWATOMIE GOLF COURSE	FOOD - LOTL	107.50
		HAMM INC.	ROCK - LOTL	929.07
			ROCK - LOTL	1,717.14
			ROCK LOTL	637.93
			ROCK FOR LOTL	<u>240.94</u>
			TOTAL:	13,162.23
FIRE		PUBLIC SAFETY EQUI MOTOROLA SOLUTIONS, INC.	RADIO INSTALLATION	<u>2,395.02</u>
			TOTAL:	2,395.02
NON-DEPARTMENTAL	GOLF COURSE	MIDWEST DISTRIBUTORS	BEER	516.30
		CRAWFORD SALES COMPANY	BEER	<u>874.20</u>
			TOTAL:	1,390.50
COURSE OPERATIONS	GOLF COURSE	FIRST OPTION BANK	FAN	34.00
			CHEESE, HAMBURGER BUNS	12.65
			MOTOR BRUSH CLUB CAR KIT	80.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ICEBAGS	45.15
			ICEBAGS	44.40
		GRAINGER W.W. INC	MOTOR YOKE, 1/4 HP 1140 RP	175.54
		HOLLIDAY SAND & GRAVEL CO.	BRICK SAND	1,344.45
		FAMILY CENTER FARM & HOME	POLYCUT BLADES	28.98
			POLYCUT,S PREWOUND SPOOL	107.97
			PIPE 4X10 SOLID CORRUGATED	50.32
			HERBICIDE, OUTLET, BOLTS	87.99
			HERBICIDE, OUTLET, BOLTS	19.99
			HERBICIDE, OUTLET, BOLTS	5.29
		KANSAS DEPT OF REVENUE	SALES TAX - GOLF JUNE 2022	526.74
			SALES TAX - GOLF JUNE 2022	451.49
			SALES TAX - GOLF JUNE 2022	1,956.48
		MIDWEST DISTRIBUTORS	BEER	293.60
			BEER	272.80
		RURAL WATER DIST. #1	RURAL WATER	18.00
			RURAL WATER	87.79
		WAL-MART CAPITAL ONE	CLUBHOUSE GROCERIES	47.12
			BUNS BBQ SAUCE	16.08
			WATER	16.08
			BUNS LETTUCE TOMATO	17.44
			HAMBURGER BUNS	6.51
			FOOD BAGS	11.36
			PRODUCE	17.58
			PRODUCE	29.41
			BEER	65.94
			CANDY	139.55
			CUPS, LIDS	122.74
			WATER & POWERADE	81.20
			LETTUCE BU NS TOMATO	12.07
			WATER	3.72
			WATER FOR RESALE	10.72
			FOOD FOR RESALE	26.72
			FOOD FOR RESALE	73.13
			WATER FOR RESALE	10.72
			STRAWS	2.92
			FOOD FOR RESALE	27.33
			WATER FOR RESALE	10.72
			FOOD FOR RESALE	33.54
		PAT'S SIGNS	SIGNAGE FOR NREW LOGOS	2,039.50
			2 HOLE SPONSOR SIGNS	45.00
		TURFWERKS	SOLENOID, FIELD DECO, WIRE	868.85
		VAN WALL	BUSHING	174.16
			FUEL PUMP	193.88
		MISCELLANEOUS SAM INSCORE CONSTRUCTI	SAM INSCORE CONSTRUCTION:R	125.00
		LICKTEIG, DIANA	LICKTEIG, DIANA: MILEAGE	127.53
		CRAWFORD SALES COMPANY	BEER	703.45
			BEER	233.70
			BEER	501.15
		DISH NETWORK	CABLE SERVICES	132.07
		M&M GOLF CARS LLC	GOLF CARS & FUEL SURCHARGE	1,648.00
			COIL IGNITION CDI EX40	379.57
			STRUT, COVER, CANOPY, FLOO	649.43
			TIE ROD, FLOORMAT, CANOPY	534.01
			STRUT, CANOPY, FRONT, PREC	376.16-
		MADDEN RENTAL LLOYD MADDEN	ADA & REG PORTABLE TOILET	95.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PROFESSIONAL TURF PRODUCTS LP	LINE BRAKE FRONT BELT VEE	248.95
		GERKEN RENT-ALL INC	CO2 FOR POP MACHINE	39.00
		REINDERS INC	MAIN EVENT DRY MAN GANESE	449.83
			TEAM JR TALL FESCUE SEED M	180.18
		WILSON SPORTING GOODS	DUO SOFT & WHITE 12 BALL	209.64
		SITEONE LANDSCAPE SUPPLY	CUSTOMER REBATE	17.72-
		WASTE MANAGEMENT	REFUSE SERVICE	115.94
		GREATLIFE WARSAW LLC	JULY 2022 CONSULTING FEE	416.00
		MFA OIL COMPANY	PREPAID PROPANE CONTRACT	4,329.20
		HEARTLAND COCA COLA BOTTLING COMPANY	SPORTS DRINKS	160.86
			CORE SPA DR PEP, COKE SPRI	268.82
			CORE SPA COKE DT DR PEP FR	194.38
			SPORTS DRINKS, MTN BLST	137.88
			CORE SPA ROOTBEER, BLST	136.58
		KASPER AUTO PARTS	HYDAGRUCULTURAL NAPA OIL F	34.24
			HYDAGRUCULTURAL NAPA OIL F	124.97
			STARTER	234.91
			SOLENOID ATM-10 FUSE	168.11
		SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	100.32
			GOLF BALLS	100.32
			GOLF BALLS	590.00
			GOLF BALLS	443.00
			GOLF BALLS	100.32
			GOLF BALLS	38.38
			GOLF BALLS	449.04
			GOLF BALLS	94.14
			GOLF GLOVES & HAT PRO SHOP	733.56
			SRX BUCKET HAT	400.47
		ACUSHNET COMPANY	TILT PRO V1 YELLOW	85.49
		PAPER ROLL SUPPLIES	PAPER ROLL SUPPLIES	103.17
		EVERGY	UTILITIES	61.51
			UTILITIES	130.38
			UTILITIES	693.27
			UTILITIES	1,451.60
			UTILITIES SERVICE	18.26
		SYSCO KANSAS CITY, INC.	BRATS, BURGERS, BEEF, CHIC	83.98
			BRATS, BURGERS, BEEF, CHIC	778.29
		GREATLIFE LLC	EQUIPMENT LEASE AGREEMENT	3,789.61
			EQUIPMENT LEASE AGREEMENT	833.30
		BATTERY OUTFITTERS	PRO SERIES GRP 70 SILVER	484.25
			PRO-SERIES GRP 70 SILVER	60.00-
		WATERS HARDWARE	4' OCTAGON COVER	8.76
		GOLF DIGEST	2 YEAR SUBSCRIPTION	27.05
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	254,704.35
			TOTAL:	288,175.18
CLUB HOUSE	GOLF COURSE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	15,270.00
			TOTAL:	15,270.00
WATER DISTRIBUTION	CIP -WATER	BG CONSULTANTS INC	WATER DISTRIBUTION IMPROVE	18,414.00
			WTP IMPROVEMENTS	41,627.30
			TOTAL:	60,041.30
WWTP OPERATIONS	CIP - SEWER	BG CONSULTANTS INC	WWTP IMPROVEMENTS	11,190.50
		WESTERN CONSULTANTS	CBDG 21 PF 027 WWTP	1,757.00
			TOTAL:	12,947.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
STREETS & ALLEYS	CIP - STREET PROJE	BG CONSULTANTS INC	STREET IMPROVEMENTS	98,865.00
			BROWN ST IMPROVEMENTS	<u>1,875.00</u>
			TOTAL:	100,740.00
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE KANSAS DEPT OF REVENUE KANSAS PAYMENT CENTER KPERS VANTAGEPOINT TRANSFER EFTPS IL STATE DISBURSEMENT MISSOURI CHILD SUPPORT BERMAN & RABINM PA BLUE CROSS & BLUE SHIELD PRINCIPLE LIFE INSURANCE COMPANY AMERICAN PUBLIC LIFE	FLEXABLE SPENDING - 07/15/	614.58
			STATE TAXES - 07/01/22	4,930.71
			STATE TAXES - 07/01/22	102.47-
			STATE TAXES - 07/01/22	102.47
			STATE TAXES - 07/15/2022	4,189.70
			STATE TAXES - 07/29/2022	4,710.87
			STATE TAXES - 07/29/2022	60.71
			GARNISHMENT - 07/31/22	2,349.07
			GARNISHMENTS - 07/01/22	2,799.07
			GARNISHMENT - 07/15/22	2,349.07
			KPERS - 07/29/22	6,270.32
			KPERS - 08/29/22	6,270.32
			KPERS LIFE - JULY 2022	167.88
			KPERS - 07/01/22	6,411.67
			ICMA - 07/01/22	1,311.83
			IMCA - 07/29/22	1,175.32
			IMCA - 07/29/22	138.80-
			ICMA - 07/15/22	1,311.83
			07/01/22 - EFTPS	18,852.32
			EFTPS - JULY 15TH PAYROLL	15,836.43
			EFTPS - JULY 29TH 2022	18,636.14
			GARNISHMENT - 07/01/22	88.15
			GARNISHMENT - 07/15/22	88.15
			GARNISHMENT - 07/29/22	88.15
			GARNISHMENT - 07/29/22	283.80
			GARNISHMENT - 07/15/22	450.00
			GARNISHMENT - 07/29/22	762.55
			GARNISHMENT - 7/01/22	940.04
			GARNISHMENT - 07/15/22	723.73
			JULY 2022 - HEALTH INSURAN	17,082.46
			JULY 2022 - HEALTH INSURAN	4,639.69-
			LIFE, DENTAL, & VISION	582.96
			JULY - 2022	243.13
			'AUGUST 2022 - LIFE, DENTA	292.70
			'AUGUST 2022 - LIFE, DENTA	580.86
			ACCIDENT, CRITIAL, DISABILIT	<u>1,017.11</u>
			TOTAL:	116,693.14
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN KPERS VANTAGEPOINT TRANSFER EFTPS SURENCY LIFE & HEALTH VAUGAHNFIRE LLC BLUE CROSS & BLUE SHIELD PRINCIPLE LIFE INSURANCE COMPANY	Q2/Y2022 UNEMPLOYMENT	689.35
			KPERS - 07/29/22	6,832.71
			KPERS - 08/29/22	6,810.29
			KPERS - 07/01/22	6,947.92
			ICMA - 07/01/22	188.78
			IMCA - 07/29/22	170.12
			ICMA - 07/15/22	188.78
			07/01/22 - EFTPS	6,331.08
			EFTPS - JULY 15TH PAYROLL	5,508.62
			EFTPS - JULY 29TH 2022	6,580.92
			FSA	63.00
			ADVISOR AGREEMENT JULY 22	2,500.00
			JULY 2022 - HEALTH INSURAN	29,372.67
			LIFE, DENTAL, & VISION	163.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LIFE, DENTAL, & VISION	1,757.59
			LIFE, DENTAL, & VISION	431.20
			'AUGUST 2022 - LIFE, DENTA	163.80
			'AUGUST 2022 - LIFE, DENTA	1,748.04
			'AUGUST 2022 - LIFE, DENTA	<u>428.88</u>
			TOTAL:	76,877.55
NON-DEPARTMENTAL	CAFETERIA 125	EFTPS	720 QTRLY FED EXCISE TAX R	<u>268.66</u>
			TOTAL:	268.66
POLICE	FORFEITURES	MULTIPLICITY, LLC	VEHICLE EQUIPMENT	<u>3,913.93</u>
			TOTAL:	3,913.93

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

***	*** INVALID FUND ***	2,537,693.45
01	GENERAL OPERATING	4,687,392.48
02	WATER	523,384.38
03	ELECTRIC	1,026,335.63
04	SEWER	281,637.16
05	REFUSE	32,642.14
06	LIBRARY	3,251.16
08	RURAL FIRE	102,585.41
09	INDUSTRIAL PROMOTION	33,150.00
11	SPECIAL PARK & RECREATION	155.57
12	STREET IMPROVEMENTS	8,525.50
13	TOURISM	26,176.05
14	PUBLIC SAFETY EQUIPMENT	2,395.02
18	GOLF COURSE	304,835.68
22	CIP -WATER	60,041.30
24	CIP - SEWER	12,947.50
25	CIP - STREET PROJECT	100,740.00
31	EMPLOYEE BENEFITS	193,570.69
32	CAFETERIA 125	268.66
53	FORFEITURES	3,913.93

GRAND TOTAL: 9,941,641.71

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 7/01/2022 THRU 7/30/2022
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

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 L Y
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

* **by email only** *

City of Osawatomie

Attn: Bret Glendening, Deputy City Manager

439 Main Street

Osawatomie, KS 66064

August 6, 2022

INVOICE #7

Re: Brown Street Improvements (16th to 18th Street)
Osawatomie, Kansas

BG Project No. 22-1115L

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

This Invoice is for services performed during the month of July 2022 as follows:

<u>Design Phase Services</u>	Lump Sum Amount	% Complete Progress	Subtotal
Design, Bid, and Const. Eng. Services (Lump Sum Fee)...	\$ 15,000.00	100.00%	\$ 15,000.00
		Subtotal #1 =	\$ 15,000.00

Construction Observation

Observation Services (Not to Exceed).....	\$ 34,200.00		
Principal II.....	0.0 hrs @ \$ 226.00 /hr	\$	-
Intern Engineer I.....	0.0 hrs @ \$ 105.00 /hr	\$	-
Technician III.....	0.0 hrs @ \$ 115.00 /hr	\$	-
Technician I.....	0.0 hrs @ \$ 65.00 /hr	\$	-
Senior Construction Observer.....	0.0 hrs @ \$ 120.00 /hr	\$	-
Certified Construction Observer	0.0 hrs @ \$ 103.00 /hr	\$	-
	Subtotal #2 =	\$	-
Total Construction Observation Services Billed Thru this Invoice....	\$		-
Contract Value of Construction Observation Services Remaining...	\$		34,200.00

Reimbursable Expenses

None this month.....	\$	-
	Subtotal #3 =	\$ -

Total Amount of Services Complete (Subtotals #1 + #2 + #3).....	\$	15,000.00
Less Previous Amount Billed (Thru Invoices: #6).....	\$	13,950.00
Total Amount Owed this Invoice.....	\$	1,050.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$	-
Total Amount Owed to Date.....	\$	1,050.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 1,050.00
--------------------------------------	--------------------

For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



Diane Rosebaugh, P.E.
Project Manager | Associate Principal

KILLOUGH CONSTRUCTION, INC.
P.O. BOX 810
OTTAWA, KANSAS 66067

WORK PROGRESS ESTIMATE

ESTIMATE FOR: OSAWATOMIE

DATE: 08/31/2022

KILLOUGH JOB #: 22222

ESTIMATE #: 1

WORK THROUGH: 08/31/2022

PROJECT: OSAWATOMIE - 2022

ITEM #	PHASE	DESCRIPTION	ORIGINAL ESTIMATED QUANTITIES	QTY COMPLETE TO DATE	UNITS	UNIT PRICE	DOLLARS COMPLETE TO DATE	PREVIOUS AMOUNT	NEW AMOUNT
1	164	Contractor construction staking	1.00	0.75	lsun	7,000.00	5,250.00		5,250.00
2	401	mobilization	1.00	0.75	lsun	60,675.00	45,506.25		45,506.25
3	161	removal of existing structures	1.00	0.90	lsun	6,500.00	5,850.00		5,850.00
4	111	clearing and grubbing	1.00	1.00	lsun	11,000.00	11,000.00		11,000.00
5	112	unclassified excavation	2,167.00	500.00	cuyd	20.55	10,275.00		10,275.00
6	112	embankment	625.00	625.00	cuyd	20.55	12,843.75		12,843.75
7	121	agg base 6" AB-3	5,116.00		sqyd	12.50			
8	121	gravel surfacing 6" AB-3	140.00		sqyd	12.50			
9	137	concrete pavement 6" uniform	571.00		sqyd	61.75			
10	137	concrete pavement 8" uniform	301.00		sqyd	88.90			
11	137	sidewalk construction 4"	574.00		sqyd	52.54			
12	137	sidewalk ramp AE	28.00		sqyd	160.20			
13	137	grade 3.0 concrete misc.	6.00		cuyd	1,250.00			
14	137	reinforcing steel for steps	224.00		lbs	2.00			
15	165	handrail	8.00		lnft	400.00			
16	142	adjust valve box water	4.00		each	250.00			
17	142	adjust waterline vertical	1.00	1.00	each	6,000.00	6,000.00		6,000.00
18	137	5'x4' setback curb inlet precast	11.00	11.00	each	4,950.00	54,450.00		54,450.00
19	142	4' junction box flat top	1.00	1.00	each	2,575.00	2,575.00		2,575.00
20	142	6" storm sewer pvc	10.00		lnft	56.00			
21	142	12" storm sewer CMP	103.00	103.00	lnft	109.00	11,227.00		11,227.00
22	142	15" storm sewer CMP	140.00	140.00	lnft	118.00	16,520.00		16,520.00
23	142	18" storm sewer CMP	275.00	275.00	lnft	124.00	34,100.00		34,100.00
24	142	24" storm sewer CMP	186.00	186.00	lnft	139.00	25,854.00		25,854.00
25	142	1.5 sf storm sewer CMAP	36.00	36.00	lnft	128.00	4,608.00		4,608.00
26	142	12" end section CM	2.00	3.00	each	680.00	2,040.00		2,040.00
27	162	seeding fert. Mulch	1.00		lsun	1,500.00			
28	162	temp seeding	1.00		lsun	1,000.00			
29	115	temp construction entrance	1.00		each	500.00			
30	162	temp slope barrier	438.00		lnft	3.00			
31	162	erosion control blanket class 1 type C	228.00		sqyd	3.00			
32	162	temp curb inlet sediment barrier	9.00	9.00	each	100.00	900.00		900.00
33	162	temp gutter buddy	9.00	9.00	each	100.00	900.00		900.00
34	162	temp concrete washout	1.00	1.00	each	500.00	500.00		500.00
35	165	perm sign 30"x30" R1-1 with PSST	2.00		each	150.00			
36	163	traffic control	1.00	0.50	lsun	10,000.00	5,000.00		5,000.00
		BID ALT 1							
37	152	asphalt base course BM-2b	1,638.00		tons	91.50			
38	152	asphalt surface course BM-2	443.00		tons	106.50			
39	137	concrete curb and gutter AE 9" toe	2,562.00		lnft	16.17			
		BID ALT 2							
40	137	Concrete pavement 8"	3,968.00		sqyd	69.46			
41	137	concrete curb and gutter 8" toe	2,562.00		lnft	15.52			

CONTRACT EARNED TO DATE 255,399.00 255,399.00

RETAINAGE

AMOUNT DUE TO DATE 255,399.00

LESS PREVIOUS APPLICATIONS

AMOUNT DUE THIS ESTIMATE 255,399.00

**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

USD #367 Osawatomie High School

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

Justin Remington 913-755-2191 1200 Trojan Dr Osaw Remington@
Patty Henness 913-731-6151 henness@usd367.org usd367.org

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

Homecoming Parade - Trojan Elementary East on Parker - To Trojan Drive - ending Football Stadium

4. ROAD CLOSURES ☒ YES ☐ NO

LOCATION AND TIMING OF BARRICADES

See attached map

5. LOCATION OR ADDRESS OF SPECIAL EVENT

Trojan Elementary - Parker - Trojan Drive

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

Wednesday, Sept. 28th, 2022 Close roads 5pm - Parade 6pm -
Ending approx. 6:45 pm7. 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:

500

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☐ NO12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT ☒ YES ☐ NOIF YES, NAME OF INSURANCE COMPANY, AGENT EMC Property & Casualty, Becky Hager Elliott Ins
AMOUNT OF COVERAGE: \$1,000,000 Paola

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 Patricia A. Hennessy-MarguezDATE 8/30/22

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS: _____



USD3670-01

BHAGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2022

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

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

PRODUCER Elliott Group 304 Baptiste Drive, Suite 102 Paola, KS 66071	CONTACT NAME: Becky Hager	
	PHONE (A/C, No, Ext): (913) 294-2110 FAX (A/C, No): (913) 294-2128	
	E-MAIL ADDRESS: Becky@elliottinsurancegroup.com	
INSURED USD #367 Osawatomie 1200 Trojan Drive Osawatomie, KS 66064	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EMC Property & Casualty	25186
	INSURER B : Employers Mutual Casualty (EMC) Company	21415
	INSURER C : RAS - Risk Administration Services, Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1D62853	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			1E62853	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1J62853	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC020-0054671-2022A	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

CERTIFICATE HOLDER

CANCELLATION

City of Osawatomie
PO Box 37
Osawatomie, KS 66064

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

AUTHORIZED REPRESENTATIVE



Google Earth

Imagery date: 3/3/20-newer

200 m

Camera: 1,883 m 38°29'53"N 94°58'10"W 277 m



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

John Brown Museum State Historic Site

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

913-755-4384, 1000 Main 66064, pschape@osawatomieks.org

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

Freedom Festival

4. ROAD CLOSURES ☒ YES ☐ NO

LOCATION AND TIMING OF BARRICADES

- 1) 10th & Main - Park Entrance
- 2) 9th & Parker - Park Entrance
- 3) East Entrance from power plant
- 4) West entrance from power plant

5. LOCATION OR ADDRESS OF SPECIAL EVENT

John Brown Memorial Park

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

Tuesday, September 13, 8am through Monday, September 14, 5pm.

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:

1500-2000

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 City of Osawatomie

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 Shady Atkinson

DATE 8/30/22

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS: _____



PROCLAMATION

ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week;

NOW, THEREFORE, I, Nick Hampson, Mayor of the City of Osawatomie, do hereby proclaim the week of September 17th through September 23, 2022 as

Constitution Week

and I urge all citizens to reaffirm the ideals that the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained

Proclaimed this 8th day of September, 2022.

Nick Hampson, Mayor
City of Osawatomie



PROCLAMATION

ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, direct support professionals, direct care workers, and in-home support workers are primary providers of publicly-funded long term supports and services for individuals with disabilities in Osawatomie; and

WHEREAS, direct support professionals must build close, respectful and trusted relationships with individuals with disabilities; and

WHEREAS, direct support professionals provide a broad range of individualized support, including employment, meal preparation, bathing, dressing, transportation, and the pursuit of personal interest and relationships; and

WHEREAS, direct support professionals provide essential support to help individuals to develop and maintain connections with family, friends and communities; and

WHEREAS, direct support professionals assist individuals with disabilities in making choices leading to meaningful, productive lives in their communities; and

WHEREAS, direct support professional participation in an individual's health care delivery contributes to the ability of individuals with severe, chronic health conditions to live successfully in the community and when necessary, successfully transition from acute health care settings into communities and avoid costly institutional care; and

WHEREAS, direct support professionals are integral to supporting people to live successful lives in their communities and avoid costly institutional care; and

WHEREAS, direct support professionals help strengthen Kansas communities by facilitating inclusion for people with disabilities.

NOW, THEREFORE, I, Nick Hampson, Mayor of the City of Osawatomie, do hereby proclaim the week of September 11th through September 17, 2022 as

Direct Support Professionals Recognition Week

Proclaimed this 8th day of September, 2022.

Nick Hampson, Mayor
City of Osawatomie



ACTION ITEM SUMMARY	Item Number:	9.A.
	Date:	09/08/2022
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. Once this agreement is executed, Evergy will be released to begin engineering and procurement of the facility.

**** NEED COST DETAIL ****

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

RESOLUTION NO. 979

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
POWER PURCHASE AGREEMENT TO PURCHASE
POWER FROM A 5MW SOLAR ARRAY INSTALLED BY
EVERGY KANSAS CENTRAL, INC.**

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 8th day of September, 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 at both the March 10th, 2022, March 24th, 2022 and September 8th, 2022.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

RENEWABLE POWER PURCHASE AGREEMENT

BETWEEN

CITY OF OSAWATOMIE, KS

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 the City of Osawatomie, KS, a Municipality in the state of Kansas (“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 4.95 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. City of Osawatomie based in the city of Osawatomie, KS 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 Kansas Municipal Energy Agency (KMEA). 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 \$1,200,000.

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.

PTC. The production tax credit arising under Section 45 of the Internal Revenue Code of 1986, as amended, or any replacement therefor.

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. \$0.0495/kWh escalated annually at 1.5%.

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 (30th) 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 (30th) 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 the date specified herein. 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 by December 31, 2025, which shall (i) not require Seller to incur any costs above \$7,500 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 any applicable PTC or ITC for the Generating Facility;

(ii) Seller receiving all Permits and Governmental Approvals for the Generating Facility in form and substance satisfactory to Seller by October 1, 2025;

(iii) Seller and Buyer entering into mutually agreeable lease arrangements for the Site within 180 days of the Effective Date of this Agreement; and

(iv) Seller contracts with other third parties for at least an additional 8 MWac of a combination of (i) solar power purchase agreements, or (ii) solar build/transfer agreements by February 28, 2023.

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 (8th) 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).

2.12 Production Tax Credits. Any PTC 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 (20th) 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 approximately 6.435 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; provided, however, Buyer shall pay or reimburse Seller for any and all federal, state, municipal, or other lawful taxes or fees applicable to, or assessed against, the Generating Facility which come into effect after the execution of the Agreement and which are documented by Seller and presented in writing to Buyer.

(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 City of Osawatomie, KS or Miami County, KS permitting fees required for the construction of the Generating Facility;
- (ii) any applicable City of Osawatomie, Kansas or Miami County, Kansas 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.

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

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:

City of Osawatomie
439 Main St
P.O. Box 37
Osawatomie, KS 66064
Attention: City Manager
Telephone: 913-755-2146
Email: bglendening@osawatomieks.org

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: _____

City of Osawatomie

By: _____

Name: _____

Title: _____

Exhibit A

PURCHASE PRICE FOR OPTION

Contract Years 6 through 7	\$8,270,000
Contract Years 8 through 10	\$7,400,000
Contract Years 11 through 15	\$5,893,000
Contract Years 16 through 20	\$4,965,000
Contract Years 21 through 30	\$3,728,000

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: NW Corner of Osawatomie Rd and W. 335th St., Osawatomie, KS 66064

Gross power rating (DC): Approximately 6.44MW

Net power rating (AC): 4.95 MW

Point of Delivery: 480V side of each transformer located within the Generating Facility.



ACTION ITEM SUMMARY	Item Number:	10.A.
	Date:	September 8, 2022
Deputy City Manager	From:	Bret Glendening

RE: Request to waive the generally accepted account principles (GAAP).

RECOMMENDATION: That the City Council pass the Resolution as presented to allow all financial statements and financial reports of the municipality to be prepared on the basis of cash receipts and disbursements, as adjusted to show compliance with the cash-basis and budget laws of Kansas.

DETAILS: K.S.A. 75-1120 requires the governing body of each municipality in Kansas to utilize generally accepted accounting principles (GAAP) as established by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. However, the statute allows the Director of Accounts and Reports to waive the requirements upon the request of the governing body of any city.

Prior to requesting the waiver, the governing body must annually pass a resolution, finding that financial statements and financial reports prepared in conformity with GAAP are not relevant to the requirements of the cash-basis and budget laws of Kansas and are of no significant value to the governing body or members of the general public of the municipality.

The law does state that the waiver cannot be requested if the provisions of revenue bond ordinances or resolutions, or other ordinances or resolutions of the municipality, require financial statements and financial reports to be prepared in conformance with GAAP.

If the waiver is granted, all financial statements and financial reports of the municipality are required to be prepared on the basis of cash receipts and disbursements, as adjusted to show compliance with the cash-basis and budget laws of Kansas.

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

RESOLUTION NO. 1044

**A RESOLUTION WAIVING THE GAAP REQUIREMENTS
OF K.S.A. 75-1120A(a) FOR THE YEAR ENDED 2023.**

WHEREAS, the City of Osawatomie, Kansas, has determined that the financial statements and financial reporting requirement for the year ending 2023 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Osawatomie; and

WHEREAS, K.S.A. 75-1120a(c) allows municipalities to waive Generally Accepted Accounting Principles (GAAP), but they must do so on an annual basis; and

WHEREAS, The City of Osawatomie, Kansas has historically waived the GAAP requirements in lieu of preparing our financial statements in accordance with Generally Accepted Auditing Standards and the Kansas Municipal Audit and Accounting Guide.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 8th day of September, 2022 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Osawatomie for the year ended 2023.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	10.B.
	Date:	September 8, 2022
Deputy City Manager	From:	Bret Glendening

RE: Request for Proposals for auditing services.

RECOMMENDATION: That the City Council pass the Resolution directing city staff to issue an RFP for auditing services.

DETAILS: Periodically, cities solicit proposals for auditing services to ensure they're getting the most value for the money that is spent on the audit. The last time the city solicited proposals for auditing services was in 2019. There have been issues with our current firm not only with this most recently completed audit, but past audits as well and they have been utilized by the city since 2011 or 2012.

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

RESOLUTION NO. 1045

**A RESOLUTION DIRECTING CITY STAFF TO PREPARE
AND ISSUE AN RFP FOR AUDITING SERVICES
FOR THE CITY OF OSAWATOMIE, KANSAS**

WHEREAS, the City of Osawatomie, Kansas, has regularly solicited proposals for multiple contractual services to ensure that we are spending tax dollars wisely; and

WHEREAS, the City of Osawatomie most recently issued RFP's for auditing services in 2019; and

WHEREAS, and since the 2021 Audit has been presented and accepted by the city.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, instructs city staff to prepare a request for proposals (RFP) for auditing services and issue the RFP to qualified auditing firms in the Kansas City Metropolitan Area.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	10.C
	Date:	September 8, 2022
City Manager	From:	Mike Scanlon

RE: Deannexation of the Northland Neighborhood.

RECOMMENDATION: That the City Council consider Resolution 1046 and direct the City Manager to proceed in whatever manner they decide.

DETAILS: Current Kansas State Law allows an area to petition the City Council for deannexation. A petition has been delivered to the City from the neighborhood and is attached. We've hosted several meetings over the last three months and provided cost estimates related to possible sanitary sewer connections. We have also conducted a survey and mapping exercise to gauge the neighborhoods desire for deannexation. That map yielded 22 people who asked to be deannexed. Survey results will be posted and sent out to the City Council for their consideration.

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

RESOLUTION NO. 1046

**A RESOLUTION TO DEANNEX PORTIONS OF THE CITY'S
NORTHLAND AREA.**

WHEREAS, the City of Osawatomie in 2008 annexed various properties north of the Marais de Cygnes, west of US-169 and south of 339th Street; and

WHEREAS, the City of Osawatomie assured residents that they would deliver similar if not better services than those provided by Miami County; and

WHEREAS, the City of Osawatomie proposed to the residents that they would also assist them in getting sanitary sewer services delivered to their area; and

WHEREAS, the Northland residents believe that the City has not fulfilled the promises they were presented when the City of Osawatomie annexed their properties.

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

SECTION ONE: That the City Manager present at the next City Council (September 22, 2022) meeting the Ordinances and Resolutions necessary to deannex the parcels shown in Exhibit A.

SECTION TWO: That the City Manager through all means possible, make sure that all property owners and residents of the Northland Neighborhood are made aware of these final actions.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

EXHIBIT A

Legal Description for deannexation from the City of Osawatomie:

All that part of the Southwest Quarter of Section 1, and all that part of the Northwest Quarter of Section 12, all being in Township 18, Range 22, Miami County, Kansas, described as follows: All of the West Half of the South West Quarter of said Section 1, lying West of the Westerly right-of-way line of U.S. 169 Highway as now established, and all of the Southeast Quarter of the Southwest Quarter of said Section 1, lying West of the Westerly right-of-way line of U.S. Highway 169 as now established, and all of the North Half of the Northwest Quarter of said Section 12, lying West of the Westerly right-of-way line of U.S. Highway 169 as now established.

June 23, 2022

Osawatomie City Council
Osawatomie, Kansas 66067

To Mike Scanlon

As property owners in the North Land neighborhood, which was annexed into the city limits in 2008, we wish to thank you for giving us the opportunity on June 9, 2022, to express our concerns and the desire for the city to de-annex and return us to Miami County services. This is the first time since 2008 we felt our concerns were being heard and considered.

We are again requesting you vote yes to de-annex this neighborhood.

Respectfully,

Virginia Adams

Chris Adams

James F. Hater

Maria F. Hater

Leo Rums

Dore J. Humes

Mendi M. Abegg

Leah C. Cunniff

Harriet K. Shaw

John R. Shaw

Mike Babb

Etienne Babb
Renee Babb

Amanda Bittel

Todd Archant

John C. Cunniff

John C. Cunniff

Bulmaro Morales

Patricia Garcia

Ernesto Garcia

Cristianne L. Badders

James A. Hyatt

James A. Hyatt

Richard Chisom

Michael Foster

John Brian

Karla Smith



ACTION ITEM SUMMARY	Item Number:	10.D
	Date:	September 8, 2022
City Manager	From:	Mike Scanlon

RE: Designation of the John Brown Cabin and Park as a National Historic Park (Federal Designation)

RECOMMENDATION: That the City Manager execute the attached agreement with Tenpenny Law LLC, in an amount not to exceed \$25,000 to begin the process of National Historic Park designation for the John Brown Cabin and Park.

DETAILS: Resolution 1043 approved by the City Council allocated Miami County dollars as follows.

Fund	Amount	Purpose
001 General	\$73,899	Undesignated Economic Development Activities
013 Transient Guest	\$25,000	Community Events
013 Transient Guest	\$35,000	John Brown Ghost Cabin / Adair Homestead (A Contribution of \$10,000 from the John Brown Foundation)
013 Transient Guest	\$25,000	Interpretive Signage various locations
013 Transient Guest	\$25,000	Designation as National Historic Park Site (John Brown Cabin and Park)

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

RESOLUTION NO. 1047

**A RESOLUTION APPROVING A CONTRACT WITH
TENPENNY LAW LLC.**

WHEREAS, the City of Osawatomie was awarded \$183,899 in ARPA grant dollars from Miami County government; and

WHEREAS, the intent of the County was to assist local communities' economic development opportunities; and

WHEREAS, Resolution 1043 approved by the City Council identified one of the priorities for these funds was the designation of the John Brown Cabin and Park as a National Historic Park and dedicated \$25,000 to begin the research and investigation process required.

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

SECTION ONE: That the City Manager execute the attached agreement with Tenpenny Law LLC, in an amount not to exceed \$25,000 to begin the process of National Historic Park designation for the John Brown Cabin and Park.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This independent Contractor Agreement (the "Agreement") is entered into by Tenpenny Law LLC (the "Consultant"), and The City of Osawatomie (the "Client").

The Client is in need of assistance in the area of government affairs and the Consultant has agreed to perform consulting work for the client in government affairs services and other related activities for the client. The parties agree to the following:

1. **CONSULTANT'S SERVICES** – Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested with focus on the following:
 - A. Consultant shall work with the city manager and his team to develop a multi-point comprehensive plan and strategy to win approval for the John Brown Museum State Historic Site ("the Museum and Site") and John Brown Cabin as a National Historic Park.
 - B. Working closely with the city manager and his team, the Consultant shall coordinate the effort to work and interface with federal and state government officials (and their staff) and other key stakeholders in the effort to advance the interests of the Museum and Site with the long-term goal of winning approval as a National Historic Park.
 - C. The Consultant shall provide regular written and verbal communication and updates to The Client on the status of the plan and its execution. The Consultant will be available for discussions by phone or in person. Likewise, the Client shall work in close coordination and with the Consultant to advance the effort in the community, with key stakeholders and with federal and state officials.
2. **TERM** – This Agreement shall commence on September 15, 2022 and shall terminate on March 31, 2023, unless terminated earlier by either party. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The goal is to have regular two-way communication and feedback, with that in mind the parties agree to an evaluation, review and discussion of the arrangement to occur no later than the two-week period following, Kansas Day, January 29, 2023, with the possibility of establishing a year-to-year relationship at that point.
3. **FEES AND EXPENSES**
 - A. **FEES** – Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Twenty-Five Thousand Dollars (\$25,000) payable in monthly installments of \$4,166.66. The fees shall be billed at the first of each month, will be considered due upon receipt and earned in full at the end of the month. The first invoice will be billed and due on October 1, 2022. In order to demonstrate interest in a long-term relationship, the Consultant will provide the first ½ month (Sept 15-30, 2022) of representation at no cost to the Client.
 - B. **EXPENSES** – Upon prior discussion and approval, the Client shall pay reasonable travel expenses (lodging, airfare, mileage, meals) by the Consultant directly related to the Consulting Services. Consultant shall submit written documentation and receipts where

available itemizing the dates on which expenses are incurred. The Client shall pay consultant the amounts due pursuant to submitted reports when a report is received by the Client.

4. INDEPENDENT CONTRACTOR – Nothing contained in this document or any document executed in connection with this Agreement shall be construed to create an employer-employee, partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant. Consultant will not represent to be or hold itself out as an employee of the Client. Any and all sums subject to deductions, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility.
5. CONFIDENTIALITY – In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information that the Client may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than deemed appropriate by the Client.
6. CONSULTANTS TAXPAYER ID NUMBER – The taxpayer ID number of the Consultant is: 88-1932737. The Consultant will register with the appropriate State and/or Federal regulatory authorities to perform the agreed upon services.
7. REPRESENTATION AND WARRANTIES – The Consultant will make no representations, warranties or commitments binding the Client without the Client's prior consent. The Consultant makes no warranties or representation to Client concerning the success or results obtained from Consultant's services. All statements of Consultant on these matters are statement of opinion.
8. NOTICE – Any notice or communication permitted or required shall be deemed effective when delivered to the appropriate party at the coordinates below:

A. Notices to Consultant:
Chad Tenpenny; Owner
Tenpenny Law LLC
5004 W. 131st Street
Leawood, Kansas 66209
chad@tenpennylaw.com

B. Notices to Client:
Mike Scanlon; City Manager
City of Osawatomie
509 Fifth Street; PO Box 37
Osawatomie, KS 66064
mscanlon@osawatomieks.org

9. EXECUTION AND SIGNATURE BY PARTIES

Tenpenny Law LLC

By: 
Chad D. Tenpenny; Tenpenny Law LLC

Date: 8-31-22

City of Osawatomie

By: _____ Date: _____
Mike Scanlon; City of Osawatomie



ACTION ITEM SUMMARY	Item Number:	10.E & 10.F
	Date:	September 8, 2022
Chief of Police	From:	Dave Stuteville

RE: Ordinance 3815 & 3816

RECOMMENDATION: That the City Council approve Ordinance 3798-An Ordinance regulating traffic with the corporate limits of the City of Osawatomie, Kansas; incorporating by reference the “Standard Traffic Ordinance for Kansas Cities” Edition of 2022, with certain omissions, changes, and additions; prescribing additional regulations; amending Chapter 14, Article 1, of the City of Osawatomie municipal code; and repealing existing provisions.

DETAILS: The *Standard Traffic Ordinance (STO) for Kansas Cities* and the *Uniform Public Offense Code (UPOC) for Kansas Cities* have been published by the League of Kansas Municipalities for decades. They are designed to provide a comprehensive traffic code (STO) and criminal code (UPOC) for Kansas Cities.

The STO, in large part, parallels the state traffic act, just as the UPOC parallels the state criminal code. They do not take effect in a city until the governing body has passed and published an ordinance incorporating each of them by reference. The incorporating ordinances do not change the current modifications to the STO and UPOC which are already in the City Code. The Council may make additional changes in the future as long as it does not conflict with state statute.

For public record purposes, there must be at least three official copies of each on file with the City Clerk. We also make sure that enforcing officers each have a copy.

According to publisher, LKM, the following represents changes in the STO from the 2021 edition to the 2022 edition: See attached list.

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

2022 Changes to the Standard Traffic Ordinance and Uniform Public Offense Code

Changes to the 49th Edition of the STO

Section 1 Definitions.

The following definitions were amended: All-Terrain Vehicle (SB 101), Electric-Assisted Bicycle (SB 101), Electric-Assisted Scooter (SB 101), Motor Vehicle (SB 101), Motorcycle (SB 101), and Motorized Bicycle (SB 101).

Section 10.1. Funeral Processions and Sec. 119. Parades and Processions.

The Legislature did not make changes to any statutes affecting funeral processions or parades. The League, however, added chief “of police or designee” to these sections to provide more flexibility for reviewing them.

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

HB 2377, Section 4, amends the penalties for driving under the influence; allows courts to waive any portion of a fine, except for the \$250 required to be remitted to the state treasurer, if the individual completes a court-ordered education or treatment; clarifies that amending or dismissing a charge is permitted if there is not sufficient admissible evidence to support a conviction beyond a reasonable doubt; and modifies the definition for “imprisonment.”

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

HB 2377, Section 9, amends the penalties for driving a commercial motor vehicle under the influence; allows courts to waive any portion of a fine, except for the \$250 required to be remitted to the state treasurer, if the individual completes a court-ordered education or treatment; clarifies that amending or dismissing a charge is permitted if there is not sufficient admissible evidence to support a conviction beyond a reasonable doubt; and modifies the definition for “imprisonment.”

Section 30.5. Commercial Driver’s Licenses; Diversion Agreements Not Allowed.

HB 2377, Section 10, prohibits prosecuting attorneys from masking, deferring imposition of judgment, or giving an individual a diversion “that would prevent a commercial learner’s permit or commercial driver’s license holder’s conviction from appearing on the CDLIS driver record of a local traffic law that occurred in any type of motor vehicle.” This prohibition does not apply to parking, vehicle weight, or other vehicle defect violations.

Section 126.1.1. Display of License Plate.

Subsection (e) requiring law enforcement officers to issue a warning for certain violations expired on January 1, 2022, and has been deleted.

Section 135. Electric-Assisted Bicycles, Traffic Law Application.

SB 101, Section 9, amends the state statute on electric-assisted bicycles. The amendments clarify electric-assisted bicycles are allowed on streets, highways, etc. The bill provides that individuals do not need a driver's license or vehicle liability insurance to ride an electric-assisted bicycle. The bill also exempts electric-assisted bicycles from the motor vehicle definition. The League amended the STO to mirror state law but, under K.S.A. 8-1592b(f)(2), a city may adopt an ordinance further restricting and governing the operation of electric-assisted bicycles on streets, highways, roadways, sidewalks, sidewalk areas, bicycle or multi-use paths, or trail or trail networks.

Changes in the 38th Edition of UPOC

Section 1.1. Definitions.

The League deleted the definitions for advance voting site, because it is in Sec. 7.14, and maliciously, because that term is not used in the UPOC. The definitions for controlled substance and law enforcement officer were also updated to mirror state law. Other definitions that were amended include: Dwelling (HB 2508), Motor Vehicle (SB 101), Possession (HB 2508), Public Employee (HB 2508), Vehicle Dealer (SB 101), Wildlife (SB 101), and Written Instrument (HB 2508).

Section 3.2.1. Sexual Battery.

The League updated the editor's note in light of *City of Shawnee v. Adem*, 214 Kan 12 (2021). There, the Kansas Supreme Court held the Kansas Offender Registration Act applies to any person convicted of sexual battery under Sec. 3.2.1. of the UPOC.

Section 6.1. Theft.

SB 483, Section 1, amends the theft statute to address the theft of remote service units. The League also amended the editor's note to include changes made by SB 408 and HB 2492.

Section 6.5. Criminal Deprivation of Property.

The League added the motor vehicle definition to this section to match state law.

Section 6.18. Motor Vehicle Dealers; Selling Motor Vehicles Without a License.

SB 101, Section 10, amends the definitions of vehicle and motor vehicle, exempting electric-assisted bicycles from those definitions.

Section 7.5. Distribution of Unattributed Applications for Advance Voting Ballots.

The League deleted this provision from the UPOC in light of *VoteAmerica v. Schwab*, 2021 WL 5918918 (D. Kan. 2021).

Section 7.14. Electioneering.

HB 2138, Section 7, clarifies that the electioneering offense does not apply to certain individuals, such as certain county election office employees while they are performing their duties as employees.

Section 7.15. Intimidation of a Witness or Victim.

The League added the definition civil injury or loss to match state law.

Section 9.9.5. Unlawful Possession of a Simulated Substance.

The League added the definition of simulated controlled substance to this section.

Section 10.30. Operating an Aircraft Under the Influence, Section 10.30.1 Same; Preliminary Breath Test, and Section 10.30.2. Same;

Definitions.

HB 2377, Sections 1-4 added a new offense for operating an aircraft under the influence. The League added this offense to Sections 10.30–10.30.2.

Section 11.8. Gambling.

SB 84, Section 20, excludes sports wagering from the definition of bet. In addition, to the changes described above, the League updated several citations to state law and changed “his or her” and “her or she” to “their” or “they” to be more inclusive.

ORDINANCE NO. 3815

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “**STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES**” EDITION OF 2022, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; AMENDING CHAPTER 14, ARTICLE 1, OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

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

SECTION ONE: **CODE AMENDED.** Sections 14-101 to 14-103 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Osawatomie, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by the Code of the City of Osawatomie,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

14-102. SAME; AMENDMENTS. Section 33 of the Standard Traffic Ordinance as adopted is amended to read as follows:

Sec. 33 Maximum Speed Limits

(a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:

(1) In any business district, 20 miles per hours;

- (2) In any urban district, 30 miles per hour;
- (3) On any separated multilane highway, as designated and posted by the secretary of transportation 70 miles per hour;
- (4) On any county or township highway, 55 miles per hour; and
- (5) On all other highways, 65 miles per hour.

(b) No person shall drive a school bus to or from school, or interschool or intra-school functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities. (K.S.A. Supp. 8-1558)

(c) The maximum speed limits in this section may be altered as authorized in K.S.A 8-1559 and K.S.A 8-1560, and amendments thereto.

(d) The Governing Body having determined upon the basis of a traffic investigation that the speed limits permitted under state law and Section 33 of the Standard Traffic ordinance are less than reasonable and safe on some streets and are more than reasonable and safe on other streets, and does determine and declare that the speed limit (except when a special hazard exists that requires lower speed for compliance with Section 32) on the streets hereinafter set forth be the limits specified in this section, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) Speed not in excess of 20 miles per hour shall be lawful on the following streets:
 - (A) Main Street between 15th Street and 18th Street.
 - (B) Lockhart Lane between Main Street and Parker Avenue.
 - (C) 14th Street between Parker Avenue and north end of 14th Street.
 - (D) 15th Street between Parker Avenue and north end of 15th Street.
 - (E) Charles Street.

14-103. SAME; AMENDMENTS. Section 93 of the Standard Traffic Ordinance as adopted is amended to read as follows:

Sec. 93. Parking Disabled and Other Vehicles.

- (a) No person shall park or store any farm machinery, trailer or semi-trailer of any kind, or parts of the same, or any dead, damaged or disabled motor vehicle or farm machinery, trailer or semi-trailer of any kind, in the roadway of any highway, or between the

property line or sidewalk and the curb line of any street. No person shall park or store any operable motor vehicle between the property line or sidewalk and the curb line of any street except on a designated driveway.

(b) A person shall not use the public highway to abandon vehicles or use the highway to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leaves a motor vehicle on a public highway or other property open to use by the public, the city having jurisdiction of such highway or other property open to use by the public, after 48 hours or when the motor vehicle interferes with public highway operations, may remove and impound the motor vehicle. (K.S.A. 8-1102)

SECTION TWO: EXISTING SECTIONS OF CODE REPEALED. Sections 14-101 to 14-103 of the Code of the City of Osawatomie, Kansas are hereby repealed.

SECTION THREE: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of September, 2022.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 3815: AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “**STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES**” EDITION OF 2022, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; AMENDING CHAPTER 14, ARTICLE 1, OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, September 14, 2022) It

Summary of Ordinance No. 3815

On September 8, 2022 the City of Osawatomie, adopted Ordinance No. 3815, which incorporates by reference the 2022 Edition of the Standard Traffic Ordinance for Kansas Cities. A complete copy of this ordinance is available at www.Osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Jeffrey W. Deane, J.D., City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 8, 2022

Jeffrey W. Deane
Jeffrey W. Deane, J.D.
City Attorney

ORDINANCE NO. 3816

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “**UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES**” EDITION OF 2022; AMENDING AND REPEALING CHAPTER 11, ARTICLE 2, SECTION 201 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

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

SECTION ONE: CODE AMENDED. Section 11-201 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

11-201. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Osawatomie, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Osawatomie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO: EXISTING SECTION OF CODE REPEALED. Chapter 11, Article 2, Section 201 of the City of Osawatomie Municipal Code as adopted prior to the passage of this Ordinance is hereby repealed.

SECTION THREE: Chapter 11, Article 2, Section 202 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

11-202 SAME; AMENDMENTS. Section 10.6 of the Uniform Public Offense Code of the City of Osawatomie is hereby amended to read as follows:

Sec.10.6. Air Gun, Air Rifle, Bow and Arrow, Slingshot, BB Gun or Paintball Gun.

The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paintball gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except (1) within the confines of a building or other structure from which the projectiles cannot escape; or (2) a paintball gun or airsoft gun discharging

paintballs at speeds of 300 feet per second or less or airsoft pellets at speeds of 360 feet per second or less when in use at a lawfully operating and City-licensed paintball or airsoft park and when such paintball gun or airsoft gun is operated in compliance with the rules and regulations posted at such a City-licensed park. Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of September, 2022.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 3816: AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “**UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES**” EDITION OF 2022; AMENDING AND REPEALING CHAPTER 11, ARTICLE 2, SECTION 201 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, September 14, 2022) 1t

Summary of Ordinance No. 3816

On September 8, 2022, the City of Osawatomie, adopted Ordinance No. 3816, which incorporates by reference the 2022 Edition of the Uniform Public Offense Code for Kansas Cities. A complete copy of this ordinance is available at www.Osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Jeffrey W. Deane, J.D., City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 8, 2022

Jeffrey W. Deane, J.D.
Jeffrey W. Deane, J.D., City Attorney



ACTION ITEM SUMMARY	Item Number:	10.G.
	Date:	September 8, 2022
Director of Public Works	From:	Michele Silsbee

RE: Authorization of change order #1 to the Brown Ave. Reconstruction Project

RECOMMENDATION: That the City Council approve the change order.

DETAILS:

After placing survey markers for the start of construction on the Brown Ave project, the resident at 1801 Brown Ave called in with a drainage concern. Specifically, he was worried that the placement of the storm sewer outfall for the intersection at 18th St would cause flooding around his house. Per original design, the outfall of the storm sewer main would have ended between the front door walkway and the driveway on his property. We determined that the end of the storm sewer main did need to be extended to avoid impacting the property due to the front yard topography and a fully blocked driveway culvert. Working with BG Consultants and the private property owners at the intersection, we were able to determine the most effective way to mitigate the drainage concern. As a result, the storm sewer main was extended 100 LF and a new 40', 12" culvert was installed under the driveway to maintain drainage of the property.

Related Statute / City Ordinances	N/A
Line Item Code/Description	N/A
Available Budget:	\$17,520

KILLOUGH CONSTRUCTION, INC.
P.O. BOX 810
OTTAWA, KANSAS 66067

WORK PROGRESS ESTIMATE

ESTIMATE FOR: OSAWATOMIE

 ESTIMATE #: 1

 PROJECT: OSAWATOMIE - 2022

DATE: 08/29/2022

 KILLOUGH JOB #: 22222


 WORK THROUGH: 08/29/2022

ITEM #	PHASE	DESCRIPTION	ORIGINAL ESTIMATED QUANTITIES	QTY COMPLETE TO DATE	UNITS	UNIT PRICE	DOLLARS COMPLETE TO DATE	PREVIOUS AMOUNT	NEW AMOUNT
21	142	12" storm sewer CMP	40.00	40.00	lnft	109.00	4,360.00		4,360.00
22	142	15" storm sewer CMP	100.00	100.00	lnft	118.00	11,800.00		11,800.00

CONTRACT EARNED TO DATE 16,160.00 16,160.00

RETAINAGE 

AMOUNT DUE TO DATE 16,160.00

LESS PREVIOUS APPLICATIONS 

AMOUNT DUE THIS ESTIMATE 16,160.00

RESOLUTION NO. 1049

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE
BROWN AVENUE STREET CONSTRUCTION CONTRACT AND
THE PAYMENT THEREOF**

WHEREAS, the City of Osawatomie entered into a contract with Killough Construction Inc. on May 3rd, 2022 for the reconstruction of Brown Avenue from 16th to 18th Street; and

WHEREAS, the original cost of that contract was \$730,396.35; and

WHEREAS, during construction of the storm sewer portion of the project it was determined that the storm sewer at 18th and Brown needed to be extended further than initially designed to avoid impacting an adjacent property; and

WHEREAS, the cost of extending that storm sewer is \$17,520.

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

SECTION ONE: The city council authorizes the change order to the construction contract as well as the payment of the cost to extend the storm sewer for an additional 140 linear feet.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 8th day of September 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: JULY 31ST, 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	752,696.77	2,184,740.90	2,066,666.09	870,771.58	0.00	(6,037.96)	864,733.62
02 -WATER	56,598.44	622,740.68	646,009.06	33,330.06	0.00	2,949.34	36,279.40
03 -ELECTRIC	636,818.85	2,326,836.45	2,295,641.49	668,013.81	0.00	(63,599.53)	604,414.28
04 -SEWER	105,840.60	574,448.22	479,991.36	200,297.46	0.00	(15,502.83)	184,794.63
05 -REFUSE	31,902.64	348,108.56	189,747.74	190,263.46	0.00	(30,680.68)	159,582.78
06 -LIBRARY	113,332.56	33,219.98	17,802.28	128,750.26	0.00	0.02	128,750.28
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	1,385.00	0.00	1,395.00	(10.00)	0.00	0.00	(10.00)
09 -INDUSTRIAL PROMOTION	12,548.42	60,236.50	54,113.83	18,671.09	0.00	(1,435.00)	17,236.09
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	18,178.40	1,665.37	0.00	0.00	1,665.37
12 -STREET IMPROVEMENTS	105,915.44	127,659.16	103,380.02	130,194.58	0.00	(1,452.25)	128,742.33
13 -TOURISM	48,591.23	136,755.31	188,274.85	(2,928.31)	0.00	(3,653.89)	(6,582.20)
14 -PUBLIC SAFETY EQUIPMENT	1,470.98	190,591.41	86,262.53	105,799.86	0.00	0.00	105,799.86
15 -POLICE SEIZURES	0.00	1,019.00	0.00	1,019.00	0.00	0.00	1,019.00
17 -OPIOID SETTLEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	142,584.28	345,447.30	235,090.50	252,941.08	0.00	(2,823.59)	250,117.49
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	138,914.79	(21,578.29)	0.00	0.00	(21,578.29)
23 -CIP - ELECTRIC	33,294.86	67.70	0.00	33,362.56	0.00	0.00	33,362.56
24 -CIP - SEWER	157,128.86	83,240.00	58,990.68	181,378.18	0.00	0.00	181,378.18
25 -CIP - STREET PROJECT	223,796.76	5,301,714.40	263,866.68	5,261,644.48	0.00	0.00	5,261,644.48
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	85,436.18	509,097.22	448,146.97	146,386.43	0.00	(9,564.89)	136,821.54
32 -CAFETERIA 125	88,906.32	9,308.70	14,009.36	84,205.66	0.00	0.00	84,205.66
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	262,500.00	0.00	427,134.73	0.00	0.00	427,134.73
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	21,558.00	18,193.00	25,255.08	0.00	0.00	25,255.08
53 -FORFEITURES	26,466.76	669.00	4,413.93	22,721.83	0.00	0.00	22,721.83
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	474.77	0.00	14,112.23	0.00	0.00	14,112.23
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,396,877.38	14,276,102.02	7,564,502.73	10,108,476.67	0.00	(131,801.26)	9,976,675.41
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

City of Osawatomie
Year to Date Fund Report
As of July 31, 2022

	General (1)	Water	Electric	Sewer	Refuse	Library	Rural Fire
Beginning Cash Balances	752,696.77	56,598.44	636,818.85	105,840.60	31,902.64	113,332.56	1,385.00
YTD Revenue	2,184,740.90	622,740.68	2,326,836.45	574,448.22	348,108.56	33,219.98	-
YTD Expense	2,066,666.09	646,009.06	2,295,641.49	479,991.36	189,747.74	17,802.28	1,395.00
Total Increase/ (Decrease)	118,074.81	(23,268.38)	31,194.96	94,456.86	158,360.82	15,417.70	(1,395.00)
Ending Cash Balance	870,771.58	33,330.06	668,013.81	200,297.46	190,263.46	128,750.26	(10.00)
Budgeted Expenses	2,999,257.00	1,300,001.00	4,100,000.00	1,000,000.00	480,000.00	50,000.00	-
Percent of Budget	68.91%	49.69%	55.99%	48.00%	39.53%	35.60%	0.00%
	Industrial (1)	SP&R	Street Imp	Tourism	Pub Safety (1)	Police Seizures	Golf
Beginning Cash Balances	12,548.42	159.99	105,915.44	48,591.23	1,470.98	-	142,584.28
YTD Revenue	60,236.50	19,683.78	127,659.16	136,755.31	190,591.41	1,019.00	345,447.30
YTD Expense	54,113.83	18,178.40	103,380.02	188,274.85	86,262.53	-	235,090.50
Total Increase/ (Decrease)	6,122.67	1,505.38	24,279.14	(51,519.54)	104,328.88	1,019.00	110,356.80
Ending Cash Balance	18,671.09	1,665.37	130,194.58	(2,928.31)	105,799.86	1,019.00	252,941.08
Budgeted Expenses	5,000.00	25,000.00	125,000.00	40,000.00	58,000.00	-	300,000.00
Percent of Budget	1082.28%	72.71%	82.70%	470.69%	148.73%	0.00%	78.36%

City of Osawatomie
Year to Date Balance Sheet
As of July 31, 2022

	CIP-Gen	CIP- Water	CIP-Electric	CIP-Sewer	CIP-Street	CIP-Grants	CIP-Special
Beginning Cash Balances	155,212.81	51,235.20	33,294.86	157,128.86	223,796.76	3,556.79	-
YTD Revenue	75,000.00	66,101.30	67.70	83,240.00	5,301,714.40	-	-
YTD Expense	-	138,914.79	-	58,990.68	263,866.68	-	-
Total Increase/ (Decrease)	75,000.00	(72,813.49)	67.70	24,249.32	5,037,847.72	-	-
Ending Cash Balance	230,212.81	(21,578.29)	33,362.56	181,378.18	5,261,644.48	3,556.79	-
Budgeted Expenses	-	-	-	-	-	-	-
Percent of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	EE Benefits (1)	Cafeteria 125	CIP-Tech	Bond & Int (1)	Elec Debt	Court Adasp	Court Bonds
Beginning Cash Balances	85,436.18	88,906.32	28,849.87	309,904.70	164,634.73	7,401.00	21,890.08
YTD Revenue	509,097.22	9,308.70	27,726.94	947,156.74	262,500.00	-	21,558.00
YTD Expense	448,146.97	14,009.36	23,350.42	212,063.75	-	-	18,193.00
Total Increase/ (Decrease)	60,950.25	(4,700.66)	4,376.52	735,092.99	262,500.00	-	3,365.00
Ending Cash Balance	146,386.43	84,205.66	33,226.39	1,044,997.69	427,134.73	7,401.00	25,255.08
Budgeted Expenses	900,000.00	-	-	1,400,000.00	615,638.00	-	-
Percent of Budget	49.79%	0.00%	0.00%	15.15%	0.00%	0.00%	0.00%

**City of Osawatomie
Year to Date Balance Sheet
As of July 31, 2022**

	Forfeitures	Evidence Liab	Fire Proceeds	Mayor's Chris	CC Clearing	Total
Beginning Cash Balances	26,466.76	12,899.79	-	2,780.01	13,637.46	3,396,877.38
YTD Revenue	669.00	-	-	-	474.77	14,276,102.02
YTD Expense	4,413.93	-	-	-	-	7,564,502.73
Total Increase/ (Decrease)	(3,744.93)	-	-	-	474.77	6,711,599.29
Ending Cash Balance	22,721.83	12,899.79	-	2,780.01	14,112.23	10,108,476.67
Budgeted Expenses	-	-	-	-	-	13,397,896.00
Percent of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	56.46%

(1) Property tax received from Miami County in January, March, June and September.