

OSAWATOMIE CITY COUNCIL
AGENDA

May 11, 2023

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. May 11, 2023 Agenda
 - B. Meeting Minutes – April 27, 2023
 - C. Pay Application(s)
 - Killough Construction, Inc. - \$288,224.49
 - Western Consultants – WWTP - \$2,761.00
 - Crossland Heavy Contractors – WWTP - \$211,771.15
 - BG Consultants – WWTP - \$28,688.72
 - BG Consultants – Water Distribution Project - \$4,800.00
 - BG Consultants – John Brown & South Levee Loop KDOT TA - \$535.50
 - BG Consultants – 2022/2023 Street Projects - \$25,476.75
 - D. Special Event Permit(s)
 - E. Fireworks Stand Permit – Eddies Fireworks
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Osawatomie Police Department Annual Awards – Lt. Nicholas Gazzano
 - B. Consideration of Appointments to Osawatomie Library Board
 - i) Hanysak, Holmes, Newport, Singer
 - C. Appointment of Council Liaison to Arts Commission
9. Unfinished Business
 - A. Resolution 1132 – Resolution for Employee Health Insurance Plan 2023/2024 Policy Year
 - B. Resolution 1135 – Authorizing Mayor to sign an Employment Agreement with Bret Glendenning to serve as the City Manager of Osawatomie, KS starting on July 8, 2023
 - C. Resolution 1136 – Authorizing the issuance of temporary notes for 6th Street
10. New Business
 - A. Resolution 1125 – Alumni Street Closing
 - B. Resolution 1137 – Lights on the Lake Street Closing
 - C. Resolution 1138 – Resolution directing the City Manager to complete the purchase of the Pfaltzgraff Property – identified as Parcel ID#1720901001002070 consisting of 3.12 Acres.
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – May 25, 2023

Osawatomie, Kansas. **April 13, 2023.** The Council Meeting was held at Memorial Hall located at 411 11 Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were: Schasteen, Macek, Diehm, Dickinson, LaDuex, Bratton, Filipin and Caldwell. City Staff present at the meeting were City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Utilities Director Terry Upshaw, Public Works Director Michele Silsbee and Business Liaison Kari Bradley. Members of the public were: Jennifer McMahon, Derek Henness, Wayne Ova, Tyler Vaughan, Diane Rosebaugh, Colton Steele, Bob Matson and Gale Matson.

INVOCATION. – Wayne Ova, Faith Baptist Church

CONSENT AGENDA. Special Event Permit – Lights on the Lake, Special Event Permit Third Saturdays, 2023-03 Council Report **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented. Yeas: All

COMMENTS FROM THE PUBLIC. – Jennifer McMahon – I came here to represent Charles Johnson and Rohrer Heights. I was sure that we could beat the deadline and keep the house from being condemned. After the council meeting, I was no longer a part of the process of the house. I do apologize because I thought that we could save this house. I don't know if there is any possibility of removing this from the condemnation list and salvage this project. If you have any ideas how we could do that I would appreciate it.

I do appreciate everything that you have done for the city, the mural on the wing walls, and all of the projects that you have done to improve the city.

The gentleman at Ragamuffins that is closing his store expressed to me that he only had 30 days to move since the building was sold. It is sad that he didn't have longer than 30 days to sell his items.

Mr. Johnson is selling my home so I don't know if I will stay in town but I do appreciate you all.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK PROCLAMATION – Karen LaDuex read the proclamation. **Motion** made by Dickinson, seconded by Schasteen to accept the Annual Professional Municipal Clerks Week Proclamation as presented. Yeas: All.

HEALTH INSURANCE 2023 RENEWAL – Tyler Vaughan with Vaughan Fire Solutions discussed the 2022 health insurance renewal and some options that he has talked about with Mike, Bret and Tammy for 2023 that could help the city to sustain a health insurance plan that is good for both the city and the employees.

CONGRESSIONALLY DIRECTED SPENDING SUBMITTAL FOR JOHN BROWN NATIONAL HISTORIC PARK SITE - Mike Scanlon discussed the project overview for the John

Brown National Historic Park site and some of the grants that have been applied for to help with this project.

UNFINISHED BUSINESS.

RESOLUTION 1134 – ACCEPTING THE RECOMMENDATION FOR BROWN AVE (7TH TO 12TH) RECONSTRUCTION – The bids for Brown Avenue from 7th to 12th were due on April 25th. We received three bids. Bids were as follows:

Bidder	Asphalt Option	Concrete Option
Sprouls Construction, Inc.	\$3,504,695.60	\$3,892,250.60
Killough Construction	\$2,777,364.27	\$3,086,452.94
Kansas Heavy Construction	\$2,977,907.82	\$3,076,441.50
ENGINEERS ESTIMATE	\$2,887,230.25	\$3,178,280.25

BG Consultants recommends awarding to Killough Construction out of Ottawa, KS. Intended timeframe to start is during the month of June. This bid also includes \$617,151 to replace the water main on this street. These funds will come from the temporary notes that the council authorized advertising for and once we have those bids, we will be back before the council with a recommendation on those as well. **Motion** made by Macek, seconded by Schasteen to approve Resolution 1134 – Accepting the recommendation of BG Consultants for the award of the contract for Brown Avenue from 7th to 12th Street. Yeas: All.

ADMENDMENT TO CONTRACT WITH OUR CITY PLANNINC, LLC –Mike Scanlon made two changes to the contract with Our City Planning, LLC that was approved at the last council meeting. The date of the contract effective date has been changed to July 8, 2023 and per council request -The Consultant agrees to neither undertake or participate in any work that would be in competition with the economic development efforts undertaken or contemplated by the City of Osawatomie or participate in the application from grants that the City of Osawatomie or participate in the application for grants that the City of Osawatomie is eligible for and considering. **Motion** made by Dickinson, seconded by Caldwell to approve the amendments to the contract with Our City Planning, LLC as presented.

NEW BUSINESS.

RESOLUTION 1130 – APPROVING REVISED SALARY SCHEDULE – On August 25, 2022 the city council adopted Resolution 1040 which established pay ranges for all city positions for the 2023 fiscal year. The entire premise behind setting up the Salary Schedule this way was to have every position's pay range driven by what the pay range of the city manager was. With the passage of Resolution 1120, every position's pay range has been recalculated based on the new range of the manager. This resolution establishes those ranges.

These new ranges do not require any changes in salaries for 2023 or 2024 and the Salary Schedule and will not require additional adjustment until such time as the council deems it necessary to modify the manager's pay range. **Motion** made by Bratton, seconded by Macek to

approve Resolution 1130 – Establishing the 2023-2024 salary schedule for the City of Osawatomie, Kansas as presented. Yeas: All.

RESOLUTION 1131 – APPROVING WORK PLAN FOR OUR CITY PLANNING, LLC – On April 13, 2023 the city council adopted Resolution 1120 which established the plan to transition the Deputy City Manager into the City Manager role and the City Manager into the role of a contract employee who would be dedicated solely to planning, economic development, grant applications, and the continued pursuit of National Park Status for John Brown Park. In Resolution 1120, the council also authorized the mayor to enter into an agreement to define these terms of the contractual relationship. Part of that contract (most likely in Paragraph 1), should refer to the work plan that Mr. Scanlon has developed. **Motion** made by Schasteen, seconded by Caldwell to approve Resolution 1131 – Establishing the work plan for Our City Planning, LLC as presented. Yeas: All.

RESOLUTION 1132 – EMPLOYEE HEALTH INSURANCE PLAN 2023/2024 – We are still finalizing numbers so this resolution will be brought back in May.

RESOLUTION 1133 – AUTHORIZING A MATCHING FUNDS AGREEMENT AND A REPAYMENT AGREEMENT BETWEEN SSGK, LLC AND THE CITY OF OSAWATOMIE FOR A FY 2022 CDBG GRANT – Resolution 1133 allows the City of Osawatomie to enter into agreements with SSGK, LLC that are required by the CDBG program. These agreements, and the CDBG grant, allow for improvements to the properties located at 538-544 Main Street. **Motion** made by Dickinson, seconded by Filipin to approve Resolution 1133 – Authorizing matching funds agreement and repayment agreement between SSGK, LLC (successors and assigns) located at 538-544 Main Street as presented. Yeas: All.

EXECUTIVE SESSION – **Motion** made by Dickinson, seconded by Filipin that the City council recess into closed, executive session for the purpose of discussing attorney-client information pursuant to the exception in K.S.A. 75-4319 (b)(2). The closed meeting will last 15 minutes and will resume here in Memorial Hall at 7:45 p.m. Also attending will be City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Attorney Jeff Deane and City Clerk Tammy Seamands. Yeas: All.

The council meeting resumed to open session at 7:45 p.m. with no action taken.

Motion made by Dickinson, seconded by Filipin that the City Council recess into closed, executive session for the purpose of discussing acquisition of real property pursuant to the exception in K.S.A. 75-4319 (b)(6). The closed meeting will last 15 minutes and will resume here in Memorial Hall at 8:00 p.m. Also attending will be the City Manger Mike Scanlon, Deputy City Manager Bret Glendening, City Attorney Jeff Deane and City Clerk Tammy Seamands. Yeas: All.

The council meeting resumed to the open session at 8:00 p.m. with no action taken.

Motion made by Dickinson, seconded by Macek that the City Council recess into closed, executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception K.S.A. 75-4319 (b)(1). The closed meeting will last 15 minutes and will resume here

in Memorial Hall at 8:15 p.m. Also attending will be Deputy City Manager Bret Glendening. Yeas: All.

The council meeting resumed to open session at 8:15 p.m. with no action taken.

COUNCIL REPORTS

Karen LaDuex ~ I have pancake tickets for sale. It would be great to be able to say that every council member purchased a ticket in support of the library.

Lawrence Dickinson ~ Monday evening I was able to go the scout meeting to talk about citizenship. The kids are interested and they know what's going on in the community.

Kenny Diehm ~ in the past the wing walls use to be white and they would get graffiti on them. We figured out that if we painted them dark, they didn't get graffiti on them. What is done now is much better looking.

Kevin Schasteen ~ Pride is meeting on Saturday to mulch downtown and to work on the benches downtown.

MAYOR'S REPORT – Thank you to Sam and all the staff that helped her get all the ribbon cuttings, ground breakings and new police car events arranged. I don't know if you all know but Sam has been finishing up her degree these last two years and is about to graduate with her Bachelors in the next couple of weeks. So close to full-time student and full-time employee and she's kept the balls in the air and the city moving forward – So thank you Sam.

I want to thank Bret Glendening on the Base Grant that was announced on Tuesday. Another \$1.5 million and just in the last 6-7 months Governor Kelly has announced \$4.5 million in grants for the City of Osawatomie.

Thank you to Dave Ellis – there's a whole lot of properties that are getting cleaned up and almost all the cars stored on Main St. in the backyard of one residence are gone. Dave, Mike, Bret and Ed have identified 10 long standing properties that they are making priority and once they complete those 10, they move on to the next 10.

I believe Bret is about ready to send meeting times to the city council over the next 2-3 weeks in anticipation of the 2024 budget. This year's going to be tough – but I know we can get through it and do what's right for the community-just look at what we've done in the last six months. We can achieve even more!

CITY MANAGER & STAFF REPORTS.

Mike Scanlon – On the grant that Bret applied for on our behalf, there were 400 applications for \$2 Billion with 38 selected for \$50 Million. You are competing against some really big projects.

I think that we have convinced the State of Kansas that our northland properties offer economic benefits and we have been able to tell a story.

Bret Glendening – We should have substantial completion at the WWTP the end of May. Brown Ave. water project should be starting the end of June. Arbor Day celebration is tomorrow.

Kari Bradley – We will be mulching downtown on Saturday at 1:00 p.m., we are celebrating John Brown's birthday on Saturday, May 6th in the park, we have a chamber coffee at Halls on Tuesday, May 9th and the next 3rd Saturday on May 20th.

OTHER DISCUSSION/MOTIONS.

Motion made by Dickinson, seconded by Schasteen to adjourn. Yeas: All. The mayor declared the meeting adjourned at 08:29 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

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

WORK PROGRESS ESTIMATE

ESTIMATE FOR: OSAWATOMIE

DATE: 04/26/2023

KILLOUGH JOB #: 22304

ESTIMATE #: 2

WORK THROUGH: 04/26/2023

PROJECT: PHASE 2

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	0.50	lsun	17,700.00	8,850.00	4,425.00	4,425.00
2	401	mobilization	1.00	0.50	lsun	123,005.00	61,502.50	30,751.25	30,751.25
3	163	temp traffic control	1.00	0.50	lsun	6,750.00	3,375.00	1,687.50	1,687.50
4	162	SWPPP	1.00	0.50	lsun	4,908.00	2,454.00	1,227.00	1,227.00
5	162	Temp seeding	1.00		lsun	1,500.00			
6	162	seeding fert mulching	1.00		lsun	2,500.00			
7	111	clearing and grubbing	1.00	0.50	lsun	30,520.00	15,260.00	7,630.00	7,630.00
8	161	removal of existing structures	1.00	0.50	lsun	56,005.00	28,002.50	14,001.25	14,001.25
9	165	perm signing	1.00		lsun	7,750.00			
10	112	unclassified excavation	6,937.00	3,500.00	cuyd	21.44	75,040.00	37,182.32	37,857.68
11	112	embankment	83.00	43.00	cuyd	24.00	1,032.00	498.00	534.00
12	121	agg base ab-3 6"	2,293.00	100.00	sqyd	11.25	1,125.00		1,125.00
13	137	concrete pavement 6" uniform AE	1,645.00		sqyd	62.41			
14	137	concrete pavement 8" NRDJ AE	440.00		sqyd	97.30			
15	137	sidewalk construction 4" AE	1,825.00		sqyd	50.38			
16	137	sidewalk ramp	74.00		sqyd	280.59			
17	137	grade 3.0 concrete misc.	16.00		cuyd	1,250.00			
18	165	reinforcing steel for steps	388.00		lbs	3.50			
19	165	handrail	56.00		lnft	435.00			
20	142	adjust water valve box	13.00		each	400.00			
21	142	5x3' setback curb inlet precast	1.00	1.00	each	6,505.00	6,505.00	6,505.00	
22	142	5x4' setback curb inlet precast	10.00	10.00	each	6,383.00	63,830.00		63,830.00
23	142	4' std manhole	2.00	2.00	each	5,381.00	10,762.00		10,762.00
24	142	end section 15" CMP	1.00	1.00	each	765.00	765.00	765.00	
25	142	storm sewer 15" CMP	211.00	211.00	lnft	82.85	17,439.15	17,439.15	
26	142	storm sewer 18" CMP	646.00	646.00	lnft	87.25	56,383.50		56,383.50
27	142	storm sewer 15" RCP	82.00	82.00	lnft	89.15	7,310.30		7,310.30
28	142	storm sewer 18" RCP	189.00	189.00	lnft	91.48	17,289.72		17,289.72
29	142	adjust waterline horizontal	4.00	5.00	each	8,100.00	40,500.00		40,500.00
30	142	adjust waterline vertical	1.00	1.00	each	8,100.00	8,100.00		8,100.00
		Bid alt no 1							
31	152	HMA commercial grade class A base	2,969.00		tons	103.30			
32	152	HMA commercial grade class A surface	848.00		tons	103.30			
33	137	concrete curb and gutter AE 9"	5,756.00		lnft	19.60			
34	121	agg base AB-3 6"	9,719.00		sqyd	11.25			
		add alternate 1 4th and walnut							
35	164	contractor construction staking	1.00		lsun	1,500.00			
36	401	mobilization	1.00		lsun	9,060.00			
37	163	temp traffic control	1.00		lsun	500.00			
38	162	SWPPP	1.00		lsun	650.00			
39	162	temp seeding	1.00		lsun	500.00			
40	162	seeding fert mulching	1.00		lsun	500.00			
41	111	clearing and grubbing	1.00		lsun	3,400.00			
42	161	removal of existing structures	1.00		lsun	5,200.00			
43	165	perm signing	1.00		lsun	500.00			
44	121	agg base ab-3 6"	319.00		sqyd	11.25			
45	137	concrete pavement 6" uniform AE	94.00		sqyd	62.41			
46	137	concrete pavement 8" NRDJ AE	211.00		sqyd	97.30			
47	137	sidewalk construction	127.00		sqyd	50.38			
48	137	sidewalk ramp	24.00		sqyd	280.59			
49	142	adjust water valve box	2.00		each	400.00			
50	142	manhole adjustment	1.00		each	1,200.00			
51	142	5x4' setback curb inlet precast	4.00		each	5,901.00			
52	142	storm sewer 24" CMP	208.00		lnft	103.96			
53	142	storm sewer 15" RCP	44.00		lnft	96.15			
54	142	storm sewer 18" RCP	28.00		lnft	98.48			
55	142	adjust waterline vertical	2.00		each	8,100.00			
		bid al no 1: Add alt 1							
56	152	HMA commercial grade class A base	91.00		sqyd	103.30			
57	152	HMA commercial grade class A surface	26.00		tons	103.30			
58	137	concrete curb and gutter AE 9"	439.00		tons	21.60			
59	121	agg base AB-3 6"	386.00		sqyd	11.25			

CONTRACT EARNED TO DATE 425,505.67 122,111.47 303,394.20

RETAINAGE 5.00% 21,275.28

AMOUNT DUE TO DATE 404,230.39

LESS PREVIOUS APPLICATIONS 116,005.90

AMOUNT DUE THIS ESTIMATE 288,224.49

Western Consultants

PO Box 187
Lawrence, KS 66044
816.805.9183

Date: 4/1/23 – 4/30/23

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

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

DESCRIPTION	AMOUNT
Continual Correspondence with general contractor regarding payrolls	
Review of sub contractor payrolls and correspondence	
File Updates & Section 3 labor tracking hours logged	
Bookkeeping updates	
Weekly payroll review and tabulations	
Preparation for Monitoring – trips to city – FILE UPDATES for audit	
Attended monitoring at city	
22 hrs @ \$125.50 per hour	\$2,761.00
TOTAL	\$2,761.00


***Please make check payable to Western Consultants**

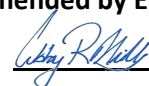
Contractor's Application for Payment

Owner: <u>City of Osawatomie, KS</u> Engineer: <u>BG Consultants</u> Contractor: <u>Crossland Heavy Contractors</u> Project: <u>2022 Osawatomie WWTF Improvements</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>20-1414L</u> Contractor's Project No.: <u>22K05SP</u>
Application No.: <u>8</u> Application Date: <u>5/5/2023</u> Application Period: <u>From</u> <u>4/1/2023</u> <u>to</u> <u>4/30/2023</u>	

1. Original Contract Price	\$ 2,538,564.00
2. Net change by Change Orders	\$ 16,111.00
3. Current Contract Price (Line 1 + Line 2)	\$ 2,554,675.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,399,731.00
5. Retainage	
a. <u>5%</u> X <u>\$ 2,309,892.00</u> Work Completed	\$ 115,494.60
b. <u>5%</u> X <u>\$ 89,839.00</u> Stored Materials	\$ 4,491.95
c. Total Retainage (Line 5.a + Line 5.b)	\$ 119,986.55
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,279,744.45
7. Less previous payments (Line 6 from prior application)	\$ 2,067,973.30
8. Amount due this application	\$ 211,771.15
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 154,944.00

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Crossland Heavy Contractors</u> Signature: <u></u>	Date: <u>5/5/2023</u>
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Recommended by Engineer By: <u></u> Title: <u>Project Engineer</u> Date: <u>05/05/2023</u>	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

Contractor's Application for Payment

Lump Sum

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Osawatomie, KS					Owner's Project No.:			
Engineer:	BG Consultants					Engineer's Project No.:	20-1414L		
Contractor:	Crossland Heavy Contractors					Contractor's Project No.:	22K05SP		
Project:	2022 Osawatomie WWTF Improvements								
Contract:									

Application No.:	8	Application Period:	From	04/01/23	to	04/30/23	Application Date:	05/05/23
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
14	CO-02 Clarifier Wall Demo	6,574.00	6,574.00	-	-	6,574.00	100%	-
15	CO-02 12" Overflow Line	11,133.00	11,133.00	-	-	11,133.00	100%	-
16	CO-03 Misc Electrical	2,798.00	-	2,798.00	-	2,798.00	100%	-
17	CO-03 4" Forcemain Removal	(4,394.00)	-	(4,394.00)	-	(4,394.00)	100%	-
						-		-
						-		-
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						-		-
						-		-
						-		-
Change Order Totals		\$ 16,111.00	\$ 17,707.00	\$ (1,596.00)	\$ -	\$ 16,111.00	100%	\$ -
Original Contract and Change Orders								
Project Totals		\$ 2,554,675.00	\$ 2,086,975.00	\$ 222,917.00	\$ 89,839.00	\$ 2,399,731.00	94%	\$ 154,944.00

Stored Materials Summary
Contractor's Application for Payment

Owner:	City of Osawatomie, KS						Owner's Project No.:					
Engineer:	BG Consultants						Engineer's Project No.: 20-1414L					
Contractor:	Crossland Heavy Contractors						Contractor's Project No.: 22K05SP					
Project:	2022 Osawatomie WWTF Improvements											
Contract:												

Application No.:	8		Application Period:	From	04/01/23	to	04/30/23	Application Date: 05/05/23				
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A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
4	22K05SP-01	054400-001 Steel Trusses	Steel Trusses		1	16,000.00	-	16,000.00	16,000.00	-	16,000.00	-
4	22K05SP-01	074113-001 Metal Building Panel	Metal Panels		1	15,000.00	-	15,000.00	15,000.00	-	15,000.00	-
11	110898-2	412223-001 Chain Hoist & Motorized Trolley	Chain Hoist		1	2,353.00	-	2,353.00	2,353.00	-	2,353.00	-
12	5544700	433269-001 Chemical Feed Equipment	Chem Feed Skid		1	38,739.00	-	38,739.00	38,739.00	-	38,739.00	-
4	22K05SP-02	061600-001 Plywood Sheathing	Plywood Sheathing		2	5,000.00	-	5,000.00	5,000.00	-	5,000.00	-
4	22K05SP-02	081113-001 Hollow Metal Doors & Hardware	HM Doors & Windows		2	12,000.00	-	12,000.00	12,000.00	-	12,000.00	-
13	901894572	466601-001 UV Equipment	UV Equipment		4	189,550.00	-	189,550.00		189,550.00	189,550.00	-
12	5551607	431133-001A Rotary Lobe Blowers	Process Blowers		4	199,642.00	-	199,642.00	109,803.00	-	109,803.00	89,839.00
13	3556C55038	466601-001 SBR Equipment	SBR Mechanical Equipment		4	199,959.00	-	199,959.00	199,959.00	-	199,959.00	-
11	3R02190	462363-001A Grit Screw Conveyor	Grit Equipment		7		68,922.00	68,922.00		68,922.00	68,922.00	-
								-			-	-
								-			-	-
								-			-	-
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								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
Totals						\$ 678,243.00	\$ 68,922.00	\$ 747,165.00	\$ 398,854.00	\$ 258,472.00	\$ 657,326.00	\$ 89,839.00

Osawatomie WWTF Improvements Schedule of Values

ITEM	DESCRIPTION	QTY		CONTRACT ITEMS	TOTAL	Work Previous Applications	Work Completed this Period	Material Presently Stored	Completed and Stored to Date	Balance to Finish	Retention to Date									
				UNIT	PRICE							PRICE								
						Amount	Amount	Amount	%	Amount	Amount	Amount								
	General Conditions																			
001	Mobilization/Bonds/Insurance	1	LS	\$	107,542.00	\$	107,542.00	\$	107,542.00	\$	-	\$	-	100%	\$107,542	\$	0.00	\$	5,377	
General Conditions Total						\$	107,542.00	\$	107,542.00	\$	-	\$	-	100%	\$107,542	\$	0.00	\$	5,377.10	
	Division 02 - Sitework																			
002	Bypass Pumping	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00
003	UV Structure Demo	1	LS	\$	2,700.00	\$	2,700.00	\$	2,700.00	\$	-	\$	-	100%	\$	2,700.00	\$	-	\$	135.00
004	SBR Basin Demo	1	LS	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	-	\$	-	100%	\$	11,000.00	\$	-	\$	550.00
005	Sludge Basin Demo	1	LS	\$	3,100.00	\$	3,100.00	\$	3,100.00	\$	-	\$	-	100%	\$	3,100.00	\$	-	\$	155.00
006	Grit Classifier Demo	1	LS	\$	2,500.00	\$	2,500.00	\$	-	\$	2,500.00	\$	-	100%	\$	2,500.00	\$	-	\$	125.00
007	SWPPP	1	LS	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	-	\$	-	100%	\$	1,200.00	\$	-	\$	60.00
Sitework Total						\$	24,500.00	\$	22,000.00	\$	2,500.00	\$	-	100%	\$	24,500.00	\$	0.00	\$	1,225.00
	Division 03 - Concrete																			
008	UV Structure Concrete	1	LS	\$	33,000.00	\$	33,000.00	\$	33,000.00	\$	-	\$	-	100%	\$	33,000.00	\$	0.00	\$	1,650.00
009	Chemical Feed Concrete	1	LS	\$	6,200.00	\$	6,200.00	\$	6,200.00	\$	-	\$	-	100%	\$	6,200.00	\$	0.00	\$	310.00
010	Sludge Basin Concrete	1	LS	\$	4,100.00	\$	4,100.00	\$	4,100.00	\$	-	\$	-	100%	\$	4,100.00	\$	0.00	\$	205.00
Concrete Total						\$	43,300.00	\$	43,300.00	\$	-	\$	-	100%	\$	43,300.00	\$	0.00	\$	2,165.00
	Division 05 - Metals																			
011	Install UV Structure Metals	1	LS	\$	5,000.00	\$	5,000.00	\$	-	\$	5,000.00	\$	-	100%	\$	5,000.00	\$	-	\$	250.00
012	Install Sludge Basin Metals	1	LS	\$	8,800.00	\$	8,800.00	\$	8,800.00	\$	-	\$	-	100%	\$	8,800.00	\$	-	\$	440.00
013	UV Building Complete	1	LS	\$	354,000.00	\$	354,000.00	\$	354,000.00	\$	-	\$	-	100%	\$	354,000.00	\$	-	\$	17,700.00
Metals Total						\$	367,800.00	\$	362,800.00	\$	5,000.00	\$	-	100%	\$	367,800.00	\$	0.00	\$	18,390.00
	Division 07 -Thermal & Moisture Protection																			
014	Joint Sealants Complete	1	LS	\$	4,100.00	\$	4,100.00	\$	-	\$	-	\$	-	0%	\$	-	\$	4,100.00	\$	-
Thermal & Moisture Protection Total						\$	4,100.00	\$	-	\$	-	\$	-	0%	\$	-	\$	4,100.00	\$	-
	Division 08 - Openings																			
015	Install Overhead Door	1	LS	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	-	\$	-	100%	\$	15,000.00	\$	-	\$	750.00
Openings Total						\$	15,000.00	\$	15,000.00	\$	-	\$	-	100%	\$	15,000.00	\$	0.00	\$	750.00
	Division 09 - Coatings																			
016	Coatings	1	LS	\$	14,000.00	\$	14,000.00	\$	-	\$	5,000.00	\$	-	36%	\$	5,000.00	\$	9,000.00	\$	250.00
Coatings Total						\$	14,000.00	\$	-	\$	5,000.00	\$	-	36%	\$	5,000.00	\$	9,000.00	\$	250.00
	Division 26 - Electrical																			
017	Electrical Work Complete	1	LS	\$	345,000.00	\$	345,000.00	\$	248,000.00	\$	48,000.00	\$	-	86%	\$	296,000.00	\$	49,000.00	\$	14,800.00
Electrical Total						\$	345,000.00	\$	248,000.00	\$	48,000.00	\$	-	86%	\$	296,000.00	\$	49,000.00	\$	14,800.00
	Division 31 - Earthwork																			
018	UV Structure Earthwork	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00

019	Chemical Feed Earthwork	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00
020	Final Clean & Grading	1	LS	\$	6,122.00	\$	6,122.00	\$	-	\$	-	\$	-	0%	\$	-	\$	6,122.00	\$	-
021	SBR Sludge Transfer	1	LS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	-	\$	-	100%	\$	5,000.00	\$	-	\$	250.00
022	Sludge Removal & Disposal	1	LS	\$	103,500.00	\$	103,500.00	\$	-	\$	103,500.00	\$	-	100%	\$	103,500.00	\$	-	\$	5,175.00
Earthwork Total						\$	122,622.00	\$	13,000.00	\$	103,500.00	\$	-	95%	\$	116,500.00		\$6,122.00	\$	5,825.00
	Division 33 - Utilities																			
023	UV Structure Piping Complete	1	LS	\$	51,000.00	\$	51,000.00	\$	51,000.00	\$	-	\$	-	100%	\$	51,000.00	\$	-	\$	2,550.00
024	Sludge Basin Piping Complete	1	LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	-	\$	-	100%	\$	30,000.00	\$	-	\$	1,500.00
025	WAS Piping Complete	1	LS	\$	30,000.00	\$	30,000.00	\$	25,606.00	\$	4,394.00	\$	-	100%	\$	30,000.00	\$	-	\$	1,500.00
026	Chemical Feed Piping	1	LS	\$	39,000.00	\$	39,000.00	\$	37,000.00	\$	2,000.00	\$	-	100%	\$	39,000.00	\$	-	\$	1,950.00
027	Pipe Testing	1	LS	\$	2,600.00	\$	2,600.00	\$	2,600.00			\$	-	100%	\$	2,600.00	\$	-	\$	130.00
Utilities Total						\$	152,600.00	\$	146,206.00	\$	6,394.00	\$	-	100%	\$	152,600.00		\$0.00	\$	7,630.00
	Division 41 - Conveying Systems																			
028	Install Motorized Hoist	1	LS	\$	10,100.00	\$	10,100.00	\$	10,100.00	\$	-	\$	-	100%	\$	10,100.00	\$	-	\$	505.00
Conveying Systems Total						\$	10,100.00	\$	10,100.00	\$	-	\$	-	100%	\$	10,100.00		\$0.00	\$	505.00
	Division 43 - Process Gas & Liquid Handling Equipment																			
029	Install SBR Basin Blowers	1	LS	\$	112,000.00	\$	112,000.00	\$	-	\$	-	\$	89,839.00	80%	\$	89,839.00	\$	22,161.00	\$	4,491.95
030	Install Sludge Basin Blowers	1	LS	\$	156,000.00	\$	156,000.00	\$	156,000.00	\$	-	\$	-	100%	\$	156,000.00	\$	-	\$	7,800.00
031	Install Chemical Feed Equipment	1	LS	\$	82,000.00	\$	82,000.00	\$	68,739.00	\$	-	\$	-	84%	\$	68,739.00	\$	13,261.00	\$	3,436.95
Process Gas & Liquid Handling Equipment Total						\$	350,000.00	\$	224,739.00	\$	-	\$	89,839.00	90%	\$	314,578.00		\$35,422.00	\$	15,728.90
	Division 46 - Water & Wastewater Equipment																			
032	Install Grit Equipment	1	LS	\$	91,000.00	\$	91,000.00	\$	68,922.00	\$	22,078.00	\$	-	100%	\$	91,000.00	\$	-	\$	4,550.00
033	SBR Basin 1 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	286,000.00	\$	16,000.00	\$	-	100%	\$	302,000.00	\$	-	\$	15,100.00
034	SBR Basin 2 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	285,959.00	\$	16,041.00	\$	-	100%	\$	302,000.00	\$	-	\$	15,100.00
035	Install UV Equipment	1	LS	\$	252,000.00	\$	252,000.00	\$	200,700.00	\$	-	\$	-	80%	\$	200,700.00	\$	51,300.00	\$	10,035.00
036	Install Parshall Flume	1	LS	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	-	\$	-	100%	\$	35,000.00	\$	-	\$	1,750.00
Water & Wastewater Equipment Total						\$	982,000.00	\$	876,581.00	\$	54,119.00	\$	-	95%	\$	930,700.00		\$51,300.00	\$	46,535.00
	Change Orders																			
037	CO-02 Clarifier Wall Demo	1	LS	\$	6,574.00	\$	6,574.00	\$	6,574.00	\$	-	\$	-	100%	\$	6,574.00	\$	-	\$	328.70
038	CO-02 12" Overflow Line	1	LS	\$	11,133.00	\$	11,133.00	\$	11,133.00	\$	-	\$	-	100%	\$	11,133.00	\$	-	\$	556.65
039	CO-03 Misc Electrical	1	LS	\$	2,798.00	\$	2,798.00	\$	-	\$	2,798.00	\$	-	100%	\$	2,798.00	\$	-	\$	139.90
040	CO-03 4" Forcemain Removal	1	LS	\$	(4,394.00)	\$	(4,394.00)	\$	-	\$	(4,394.00)	\$	-	100%	\$	(4,394.00)	\$	-	\$	(219.70)
Water & Wastewater Equipment Total						\$	16,111.00	\$	17,707.00	\$	(1,596.00)	\$	-	100%	\$	16,111.00		\$0.00	\$	805.55
Project Totals						\$	2,554,675.00	\$	2,086,975.00	\$	222,917.00	\$	89,839.00	94%	\$	2,399,731.00		\$154,944.00	\$	119,986.55

INVOICE NO. 30

May 4, 2023

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

Re: 20-1414L - Osawatomie WWTP Improvements

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

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

Engineering Services:

Task	Lump Sum Amount	Completion Progress	Total
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	100.0%	\$92,000.00
3. Bidding and Negotiating Phase	\$20,000.00	100.0%	\$20,000.00
4. Approvals and Permitting	\$15,000.00	100.0%	\$15,000.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00
*Updated, refer to Contract Amendment 01			

Subtotal Amount Due: \$0.00
 Total Completed to date: \$244,000.00
 Prior Billings to Date: \$244,000.00

Resident Project Observation

Contract Amount	\$	234,000.00	
Work Completed to Date	\$	178,731.06	76%
Work Previously Billed	\$	150,042.34	
Subtotal		\$28,688.72	

Additional Services

Contract Amount	\$	5,000.00	
Work Completed to Date	\$	5,000.00	100%
Work Previously Billed	\$	5,000.00	
Subtotal		\$0.00	

Total Amount Due: \$28,688.72

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

Construction Administration and Observation

Position	Hours/Miles/Units	Hourly Rate	Total Cost
Principal		\$ 244.00	\$ -
Project Engineer 4	28.0	\$ 192.00	\$ 5,376.00
Project Engineer 3	4.0	\$ 178.00	\$ 712.00
Project Engineer 1		\$ 152.00	\$ -
Design Engineer		\$ 130.00	\$ -
Architect		\$ 185.00	\$ -
Design Architect		\$ 117.00	\$ -
Technician II		\$ 99.50	\$ -
Senior Construction Observer		\$ 146.00	\$ -
Certified Construction Observer	185.5	\$ 121.00	\$ 22,445.50
Drexel Planroom Expense		\$ 201.56	\$ -
Mileage	246.4	\$ 0.63	\$ 155.22
Total			\$ 28,688.72

Additional Services

Position	Hours	Hourly Rate	Total Cost
Principal		\$ 222.00	\$ -
Project Engineer 4		\$ 177.00	\$ -
Project Engineer 3		\$ 167.00	\$ -
Project Engineer 1		\$ 135.00	\$ -
Architect		\$ 185.00	\$ -
Design Architect		\$ 117.00	\$ -
Technician II		\$ 99.50	\$ -
Senior Construction Observer		\$ 140.00	\$ -
Certified Construction Observer		\$ 114.00	\$ -
Mileage		\$ 0.63	\$ -
Total			\$ -

Notes:

Construction phase services.

* **by email only** *

City of Osawatometie
 Attn: Bret Glendening, Deputy City Manager
 439 Main Street
 Osawatometie, KS 66064

May 4, 2023

INVOICE #10

Re: 2023 Osawatometie Water Distribution Improvements
 Osawatometie, Kansas

BG Project No. 22-1195L

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

This Invoice is for services performed during the month of April 2023 as follows:

	Lump Sum	% Complete	
	Amount	Progress	Subtotal
Basic Services			
Preliminary Design.....	\$ 613,800.00	66.00%	\$ 405,108.00
Final Design.....	\$ 502,200.00	22.60%	\$ 113,497.20
Bidding.....	\$ 40,000.00	12.00%	\$ 4,800.00
Construction Phase.....	\$ 229,000.00	0.00%	\$ -
Post-Construction.....	\$ 15,000.00	0.00%	\$ -
		Subtotal #1 =	\$ 523,405.20

Resident Project Representative (RPR)

RPR Services (Not to Exceed).....	\$ 974,000.00		
Engineer IV.....	0.0 hrs @ \$ 144.00 /hr	\$	-
Engineer II.....	0.0 hrs @ \$ 130.00 /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.....		\$	974,000.00

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 523,405.20
Less Previous Amount Billed (Thru Invoices: #9).....	\$ 518,605.20
Total Amount Owed this Invoice.....	\$ 4,800.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 4,800.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 4,800.00
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For questions, please contact me at 785-749-4474 or paul.owings@bgcons.com.

Sincerely,



Paul Owings, P.E.
 Project Manager

* **by email only** *

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

May 6, 2023

INVOICE #3

Re: John Brown and South Levee Loop
 Osawatomie, Kansas

BG Project No. 23-1109L

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

This Invoice is for services performed during the month of April 2023 as follows:

	Lump Sum		
	Amount	% Complete	Subtotal
<u>Design Phase Services</u>			
Design Services (Lump Sum Fee).....	\$ 214,200.00	1.25%	\$ 2,677.50
		Subtotal #1 =	\$ 2,677.50
Total Professional Services Billed Thru this Invoice.....			\$ 6,747.30
Contract Value of Professional Services Remaining.....			\$ 207,452.70

Reimbursable Expenses

None this month.....	\$ -
	Subtotal #2 = \$ -

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 2,677.50
Less Previous Amount Billed (Thru Invoices: #2).....	\$ 2,142.00
Total Amount Owed this Invoice.....	\$ 535.50
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 535.50

TOTAL AMOUNT DUE THIS INVOICE	\$ 535.50
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For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



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

* **by email only** *

City of Osawatomie

May 6, 2023

Attn: Bret Glendening, Deputy City Manager

439 Main Street

INVOICE #15

Re: Brown Street Improvements (16th to 18th Street) BG Project No. 22-1139L
 Main Street Terrace (18th Street to 16th Street) / Walnut Avenue (6th Street to 4th Street)
 18th Street (Main Street to Brown Avenue) / Brown Avenue (12th Street to 7th Street)
 6th Street (Lincoln Avenue to Kelly Avenue)
 Osawatomie, Kansas

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

This Invoice is for services performed during the month of April 2023 as follows:

	Lump Sum Amount	% Complete Progress	Subtotal
<u>Design Phase Services</u>			
Design, Bid, and Const. Eng. Services (Lump Sum Fee).....	\$ 760,500.00	84.10%	\$ 639,580.50
		Subtotal #1 =	\$ 639,580.50
Contract Value of Design Phase Services Remaining.....			\$ 120,919.50

Construction Observation

Observation Services (Not to Exceed).....	\$ 120,000.00		
Principal II.....	0.0 hrs @	\$ 226.00 /hr	\$ -
Engineer IV.....	0.0 hrs @	\$ 144.00 /hr	\$ -
Engineer II.....	0.0 hrs @	\$ 130.00 /hr	\$ -
Engineer I.....	0.0 hrs @	\$ 111.00 /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.....			\$ 120,000.00

Reimbursable Expenses

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

Total Amount of Services Complete (Subtotals #1 + #2 + #3).....	\$ 639,580.50
Less Previous Amount Billed (Thru Invoices: #14).....	\$ 614,103.75
Total Amount Owed this Invoice.....	\$ 25,476.75
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 25,476.75

TOTAL AMOUNT DUE THIS INVOICE	\$ 25,476.75
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For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



Diane Rosebaugh, P.E.

Project Manager | Associate Principal

City Clerk's Office
509 5th Street
PO Box 37
Osawatomie, Kansas 66064
(913) 755 - 2146
cityclerk@osawatomieks.org



City Hall
439 Main Street
PO Box 37
Osawatomie, Kansas 66064
(913) 755 - 2146
info@osawatomieks.org

APPLICATION FOR FIREWORKS STAND PERMIT (2023)

Name of Stand: Eddie's Fireworks

Location of Stand: 504 Oscar St. of Storage: 504 Oscar St.

Applicant's Name: Adam Shay and Karyn Shay

Address: 2456 Hedge Ln. Paola KS 66071
(Street) (City) (State) (Zip)

Home #: 913 200 2823 Cell #: *913 472 2513 Email: eddie's fireworks 76@gmail.com
Adam cell Karyn cell

Fed ID #: _____ State of KS Tax ID #: 004-812706598

I understand and agree to follow the laws of the State of Kansas and the Ordinances of the City of Osawatomie. I have received a copy of the City of Osawatomie Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature: Karyn Shay Date: 4-17-23

Applications for the sale of fireworks shall be filed with the City Clerk between January 1 & May 31 of the year in which the permit is to be effective. Upon submittal of the application with the permit fee, the City Council will consider the application for approval at their next regularly scheduled meeting. However, all necessary documents must be received by the Deputy City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31st deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY (Stand Fee \$1,000)

Date of Application: 5/8/23 Receipt #: 89748 Check #: 1400

☒ Drawing
☒ Certificate of Insurance – City of Osawatomie MUST be named as ADDITIONAL INSURED
If located in a tent, proof of flame retardant.
☒ Letter of permission from property owner (if applicable).
Letter of permission from property owner of structures, etc. within 50' (if applicable).
☒ Electricity Temporary Hookup Rcpt #: 89748 Check #: 1400

Council Approval Date

Endorsement of Chief of Police, Fire Chief, Utility Distribution Supervisor & Building Official
(Inspection sheet attached)

Permit Approved by Clerk Signature: _____

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**Permit #: 25FDS001
FIREWORKS OVER AMERICA
3010 N INGRAM AVE
SPRINGFIELD MO 65803**

Is Granted This Permit As: **Fireworks Distributor Consumer Fireworks**

To perform duties as a Fireworks Distributor as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1124, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x)
and other provisions of the Kansas Prevention Code.

This Permit is valid until 3/8/2024 unless suspended, revoked or refused
renewal in accordance with the provisions of KAR 22-1-5.

Issued: 3/8/2023

Expires: 3/8/2024



Wally Roberts
Chief of Investigations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2023

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 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 Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odessa MO 64076		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Everest Indemnity Insurance Co.		10851
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 2101127369

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18GL00655-221	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Stand Owner, Property Owner and Others listed below are named additional insured's.
Stand Owner: Eddie's Fireworks, LLC; Adam and Karyn Shay
Property Owner: Teri Auten
Other: City of Osawatomie, KS
Location: 504 Oscar Street, Osawatomie, KS (corner of Main and Oscar, on south side)
Effective Dates: June 20, 2023 through July 10, 2023

CERTIFICATE HOLDER**CANCELLATION**

Eddie's Fireworks
Adam Shay
24566 Hedge Lane
Paola KS 66071

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

AUTHORIZED REPRESENTATIVE

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LEASE AGREEMENT

THIS AGREEMENT is made this MAY 8, 2023 ("Effective Date"), by and between TERI AUTEN ("the Landlord") and Adam & Karyn Shay ("the Tenant").
Eddie's Fireworks LLC

WHEREAS, the parties hereto desire to enter a commercial lease agreement for real property at 504 OSCAR ST. OJAWATOMIE, KS

LEASE TERMS

Tenant agrees to all terms as set before this lease agreement.

1. We keep liability insurance in the amount of \$1,000,000 during the business months of June and July.
2. We maintain and keep clean during weeks of use.
3. Tenants agree to release, irrevocably the forever, Landlord, and will defend, pay all judgments, expenses, and costs including reasonable attorney fees and generally indemnify, defend and hold Landlord harmless from all liability, suit, claim, or proceedings ("claims") arising out of or resulting from the performance or nonperformance of this Agreement brought against Landlord by any person or entity for personal injury, including, without limitation, death, defamation and invasion of privacy, to any person, if the loss, destruction, injury or death results or allegedly results, in whole or in part, from the act, negligence, error, omission, or willful misconduct or breach of this Agreement by Tenant.

4. Entire Agreement

Both Landlord and Tenant expressly recognize that this Agreement constitutes the entire Agreement between Landlord and Tenants with respect to the subject matter contained and supersedes all inquiries, proposals, agreements, negotiations, representations or commitments, whether written or oral prior to the Effective Date This Agreement may not be amended or modified except by written documentation signed by both parties, Tenants and Landlord.

**THIS IS A LEGALLY BINDING DOCUMENT, PLEASE SEEK COMPETENT
LEGAL ADVICE IF YOU ARE UNCERTAIN OF ITS BINDING EFFECT**

KARYN SHAY

Tenant's Printed Name

Karyn Shay

Tenant's Signature

Date: 5-8-23

Jim K. Auten

Landlord's Signature (Authorized Agent)

Date: 5-8-23

00/10/100

Cemetery



Church

Parking
LOT
FOR
Church

House

Shed

House

1

MAIN

Bardels

House

OSCAR

Ashe
Pharmacy

House

Fence
Shed

Tent

Alley

Small
House

Carport

4 play

House

House



City of
Osawatomie

Public Service Application

(one application per committee)

Name: Shay Hanyak
 Physical Address: 0 313 Main Street
 Mailing Address (if different): _____
 City, State, Zip: Osawatomie KS 66064
 Cell: 913-952-2841 Work: _____ E-Mail: hanyak1@gmail.com
 Place of Employment: Lake Region Solid Waste Auth Position: Regard Coordinator
 Product or services rendered by employer: Environmental Non-Profit
 Brief description of job duties/responsibilities: Education & outreach, grant writing
Adopt-A-Bike program. Compliance reporting.
 Spouse's place of employment: _____ Position: _____
 Product or Service rendered by spouse's employer: _____

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

Library Board
 Why do you wish to serve in this position? I used to work at the Library and
have always advocated for the role that it can play
in the community.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Art Commission, PRIDE Committee,
Rotary Club, Friends of the Mentally Ill Foundation,

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

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

Signature

Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

ozcity@osawatomieks.org

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

3/10/21



Public Service Application

(one application per committee)

Name: Elizabeth Holmes
Physical Address: 317 Parker Ave
Mailing Address (if different): _____
City, State, Zip: Osawatomie KS 66064
Cell: 913-909-2807 Work: _____ E-Mail: lizziemorri@gmail.com
Place of Employment: Farmers Trs. Claims Position: Virtual customer service rep
Product or services rendered by employer: Claims status customer service
Brief description of job duties/responsibilities: Customers chat in with claims questions and we review the claims, adj decisions and relay what we can legally.
Spouse's place of employment: N/A Position: _____
Product or Service rendered by spouse's employer: _____

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

Library Board
Why do you wish to serve in this position? I love libraries and all that they stand for and all of their capacities to the community. IF I'd gone to college instead of the A.F. I would have been a librarian!

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Arts Commission

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: None at all

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. 1.

Signature

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

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

5/1/2021



City of
Osawatomie

Public Service Application

(one application per committee)

Name: Chris Newport
Physical Address: 412 11th St.
Mailing Address (if different): _____
City, State, Zip: Osawatomie
Cell: 913-731-3402 Work: 755-2191 E-Mail: newport@usd367.org
Place of Employment: OHS Position: ELA Teacher
Product or services rendered by employer: _____
Brief description of job duties/responsibilities: _____
Spouse's place of employment: Retired Position: _____
Product or Service rendered by spouse's employer: _____

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

Library Board

Why do you wish to serve in this position? To help Morgan!

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: _____

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: _____

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

Chris Newport
Signature

4-17-2023
Date

PLEASE RETURN TO CITY CLERK

PO Box 37, Osawatomie, KS 66064

439 Main Street

ozcity@osawatomieks.org

Received: _____
Submitted: _____

Official Approval Date: _____
Time Registration Date: _____

Letter of Approval: _____
Letter of Non-Approval: _____



City of
Osawatomie

Public Service Application

(one application per committee)

Name: DOUGLAS SINGEL

Physical Address: 1635 MAIN STREET

Mailing Address (if different): SAME

City, State, Zip: OSAWATOMIE KS 66064

Cell: 913-449-7922 Work: SAME E-Mail: dougsingel@yahoo.com

Place of Employment: SINGER CONST. Position: OWNER

Product or services rendered by employer: RESIDENTIAL CONST. & SERVICES

Brief description of job duties/responsibilities: REMODEL, DECK, CONST. SERVICES

Spouse's place of employment: N/A Position:

Product or Service rendered by spouse's employer: N/A

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

LIBRARY BOARD

Why do you wish to serve in this position? TO PROMOTE, ENHANCE AND OVERSEE THE FUNCTION OF OUR PUBLIC LIBRARY SYSTEM

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member:

I SERVED ON PLANNING & ZONING EXPERIENCE WAS SATISFYING & FULFILLING

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain:

ABSOLUTELY NOT

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

Douglas Singel
Signature

4/16/2023
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

ozcity@osawatomieks.org

— OFFICIAL USE ONLY —			
Submitted:	Committee Approval Date:	Letter of Approval:	
Received:	Trans. Registration Date:	Letter of Non-Approval:	

5-17-2012



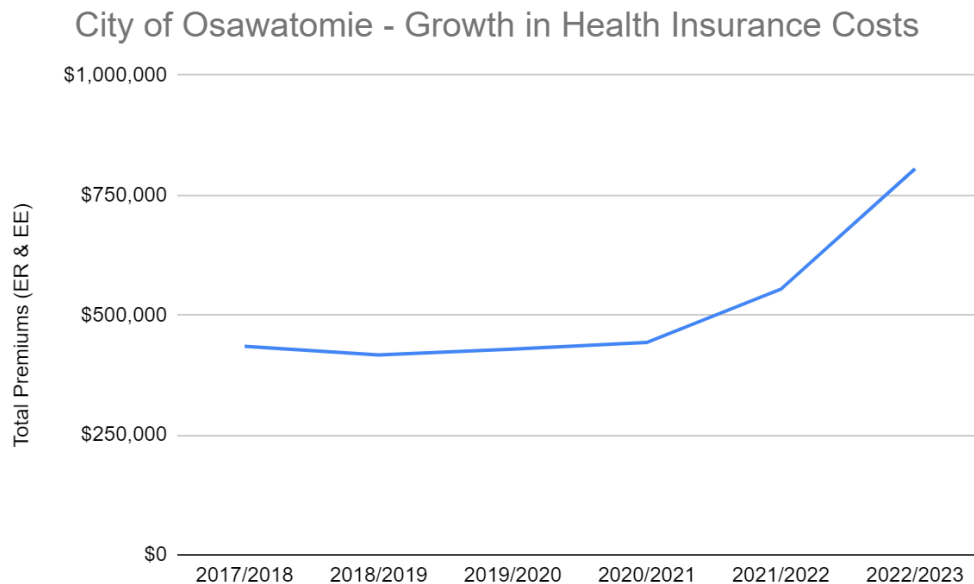
ACTION ITEM SUMMARY	Item Number:	9.A.
	Date:	April 19, 2023
Deputy City Manager	From:	Bret Glendening

RE: Resolution 1132 – Health Insurance Renewal – 2023/2024 Policy Year

RECOMMENDATION: That the City Council approve Resolution 1132 directing staff on the health insurance renewal for City employees effective July 1, 2023.

DETAILS:

First, we are in a better position this year than we were last year. That being said, the city’s health insurance renewal (if we were to keep everything the same) would be \$971K (a 20.5% increase over current). The city’s portion of this would be \$692K and the employee’s portion would be \$279K. Comparatively, those costs today are: \$805K, city portion = \$574K and employee portion = \$231K. Historically (albeit, a brief look back at the last 5 years of premium expense), we see the following:



2017/2018 – \$435,000	2018/2019 – \$417,000	2019/2020 – \$429,000	2020/2021 – \$443,000	2021/2022 – \$554,000	2022/2023 – \$805,000
---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------

Our best option at this point in time is to move to an HSA that is paired with a qualified high deductible plan and since we are already enrolled in a QHDP, it only makes sense to pair that plan with an HSA. In order to ease employees into an HSA, we propose the following options for the council to consider, and ultimately approve. The HSA options we looked at last meeting were:

1. \$5,000 HSA (19.5% increase over current)
 - City pays 75% of EE cost and 60% of Family Plan
 - City contributes \$500 to EE or \$1,000 to Family plan HSA (Adds \$41K and is included in the cost below)
 - Total cost to city: **\$648,000**

- Total cost to EE's: \$278,000
- 2. \$6,000 HSA (14.2% increase over current)
 - City pays 75% of EE cost and 60% of Family Plan
 - City contributes \$1,000 to EE or \$2,000 to Family plan HSA (Adds \$79K and is included in the cost below)
 - Total cost to city: **\$657,000**
 - Total cost to EE's: \$265,000

Remember from the last meeting that we left this item untouched so we could continue to work with BlueKS and try to get our renewal down. That didn't happen and they are not willing to move off the percentages shown above, so here's where we are at:

- 3. \$6,000 HSA under an ASO (Administrative Services Only) contract. This as close as you can be to self-insured, without being fully self-insured.
 - City pays 75% of EE cost and 60% of Family Plan
 - City contributes \$1,000 to EE or \$2,000 to Family plan HSA (Adds \$79K and is included in the cost below)
 - **Total cost to city: \$607,000**
 - Total cost to EE's: \$259,940

We recommend Option 3 as it is the least impactful to employees. Our expectation moving to an HSA is that as we assume more "first dollar" risk on each service visit, as a group we reduce our loss ratio as the insurer views it, which then improves our chances of having a "good news" renewal as opposed to what we saw last year from Bukaty – which was a 60% increase. Our current Broker, Vaughn Fire Solutions (Tyler Vaughn) was able to reduce that 60% increase to 26% last year, and what we are looking at for this year is a 14% increase if we go with plan #2 above. If we do nothing and stay with the same plan portfolio, we would be looking at a 20% increase, and if we go the HSA/ASO route, we are looking at a 5.7% increase. In summary:

- staying as is results in a 20% increase
- moving to an ASO contract gives us more flexibility, control, and also protection
- Migrating to a full replacement HSA takes a commitment and the first year can be challenging for some employees. All charges except for preventive, telemedicine, and preferred generic drugs will go towards the ded until it is met. After it is met the plan will pay 100%
- The HSA funding from the City of \$1,000 for EE and \$2,000 for all other tiers will help in the first dollar exposure.
- We will get 80% of the annual RX rebates back quarterly. This is estimated to be \$20K annually back to the plan
- I will get a much more detailed monthly reporting package to evaluate trends and be able to better advise on your plan.
- The overall increase to go this route is 5.7% and this includes the HSA funding
- The dental and vision will now only be covered by the city if the employee elects the medical coverage and it will cover only those covered under the medical.
- We will move all the Voluntary lines (Accident, critical illness, DI) to principal
- Consider adding a simple guarantee voluntary cancer plan from Bankers Fidelity for employees. Based the claims experience this is a good offering to have for your employees.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	Employee Benefits Fund and Utility Funds
Available Budget:	Balanced contribution City/Employee and FB Carryover

RESOLUTION NO. 1132

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS DIRECTING STAFF ON THE HEALTH INSURANCE RENEWAL FOR CITY EMPLOYEES EFFECTIVE JULY 1, 2023

WHEREAS, the City of Osawatomie as an employer provides health insurance to its employees; and

WHEREAS, when the city was faced with a 60% increase in premiums going into the 2022/2023 policy year, council approved moving its brokerage service to Tyler Vaughn of VaughnFire Solutions; and

WHEREAS, VaughnFire Solutions was able to reduce that percent to an increase of 26% in order to manage the rate increases proposed for 2022 and rate increases anticipated again in the near term (2023-2025); and

WHEREAS, for the 2023/2024 renewal, Vaughn Fire Solutions has brought the city three possible options.

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

SECTION ONE: The Governing Body authorizes city management to move the city's health insurance plan from its current PPO options to a Qualified High Deductible Plan (QHDP) paired with a Health Savings Account.

SECTION TWO: The Governing Body directs the city management to enroll all eligible city employees into a \$6,000 QHDP under an Administrative Services Only (ASO) option with an HSA whereby the city will pay 75% of the employee only cost and 60% of any enrolled dependent cost.

SECTION THREE: To assist employees in the transition to a Health Savings Account, Governing Body further authorizes contributions to eligible employee HSAs at the following rates: \$1,000 for covered employees and \$2,000 for employees with dependents.

SECTION FOUR: These changes shall be effective for the 2023/2024 health insurance policy year which begins on July 1, 2023.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of May 2023, 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:	9.B.
	Date:	May 9, 2023
City Manager	From:	Michael Scanlon

RE: RESOLUTION NO. 1135 Authorizing Mayor to sign an Employment Agreement with Bret Glendening to serve as the City Manager of Osawatomie, KS starting on July 8, 2023.

RECOMMENDATION: Approve Resolution 1135 Authorizing Mayor to sign an Employment Agreement with Bret Glendening to serve as the City Manager of Osawatomie, KS starting on July 8, 2023.

DETAILS: On April 13, 2023 the city council adopted Resolution 1120 which established the plan to transition the Deputy City Manager into the City Manager role and the City Manager into the role of a contract employee who would be dedicated solely to planning, economic development, grant applications, and the continued pursuit of National Park Status for John Brown Park. Resolution 1120 established a new pay range for the city manager position.

On April 27th, the council approved the work plan for Our City Planning, LLC as well as Resolution 1130 which adjusted the pay ranges of all other positions with the City of Osawatomie based off of the city manager pay range established in Resolution 1120.

This resolution authorizes the mayor to sign the agreement with the Mr. Bret Glendening, next city manager for Osawatomie. The only changes to the agreement are the date of the agreement and the effective date of the personnel change takes place.

Related Statute / City Ordinances	1120, 1130
Line-Item Code/Description	
Available Budget:	

RESOLUTION NO. 1135

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN EMPLOYMENT AGREEMENT
WITH BRET GLENDENING TO BE THE 15TH CITY MANAGER FOR THE CITY OF
OSAWATOMIE**

WHEREAS, Mr. Mike Scanlon announced to the City Council during his 2022 review his desire to retire from the Kansas Public Employees Retirement System (KPERS) no later than the summer of 2023; and

WHEREAS, Mr. Scanlon agreed to continue (on a contractual basis) up to an additional 24 months to support the city in various planning and economic development activities; and

WHEREAS, The Governing Body has been presented with the transition plan in resolution 1120; and

WHEREAS, Resolution 1120 defined a revised pay range for the city manager; and

WHEREAS, the governing body has also been presented with a proposed salary that is competitive with the other city managers in the area.

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

SECTION 1. The Governing Body hereby authorizes the mayor to sign the employment agreement dated May 11, 2023 with Bret Glendening to become City Manager, effective July 8, 2023.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of May 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

Employment Agreement

THIS EMPLOYMENT AGREEMENT (Agreement) made and entered into this 11th day of May, 2023, by and between the City of Osawatomie, Kansas, a municipal corporation existing under the laws of the State of Kansas and governed by the City Council, hereinafter referred to as "Employer," and Bret A. Glendening, hereinafter referred to as "Employee".

WHEREAS, the City is seeking to hire Employee to serve as City Manager of the City of Osawatomie; and

WHEREAS, the Employer and Employee wish to set the terms and conditions of employment to a future date; and

WHEREAS, the Employee has agreed to accept the employment as the City Manager of the City of Osawatomie, subject to and upon the terms and provisions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, the Employer and Employee agree as follows:

1. Duties

The Employer hereby employs the Employee as its City Manager to serve as the chief executive officer for the City. The Employee's start date is anticipated to be July 8, 2023. Employee accepts and agrees to such employment, subject to the general supervision, advice and direction of the City Council on behalf of the Employer. The Employee shall be responsible to the City Council for proper administration of all affairs of the City under his jurisdiction. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee in accordance with Osawatomie Municipal Code (Code) Chapter 1, Article 3, Section 1-308.

a. Meetings. As the chief executive officer for the Employer, the Employee, or his designee, shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

b. Best Efforts. Employee shall perform and have such other legally permissible and proper duties as the Employer shall assign to him. Employee agrees to perform faithfully, industriously and to the best of Employee's ability, experience and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer.

c. Work Schedule; Time Requirements. It is recognized that the Employee must devote a great deal of time outside the normal office hours to do business of the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. Such duties shall be provided at such places as the needs, business and opportunities of the Employer may require during the term of this Agreement.

d. Conduct. Employee shall, at all times during the term of this Agreement, conduct himself in such a manner as to reflect credit to the Employer and shall not do or perform any acts in his capacity as an employee of the Employer or in his personal affairs which

may cause the Employer to suffer loss of reputation or embarrassment. Furthermore, as the City's highest officer, the City Manager shall endeavor at all times to exercise the highest degree of integrity, committing to comply with the International City/County Managers Association Code of Ethics.

e. Outside Employment. The Employee agrees to remain in the exclusive employ of the Employer and neither to accept other employment nor to become employed by any other employer until date of termination. The term "employ" shall not be construed to include consulting, teaching, counseling or any other non-profit volunteering or personal hobbies performed on the Employee's time off, provided that it does not interfere with the Employee's duties and responsibilities as City Manager. Any such consultation, teaching, or counseling for which the employee receives compensation or reimbursement requires the prior approval of the Employer.

2. Term

a. This agreement shall remain in full force and effect from July 1, 2023 until December 31, 2026, unless otherwise terminated as provided in **Section 5** of this agreement.

b. At the expiration of the initial term hereof, this agreement shall be considered automatically renewed for regular periods of one (1) year, provided neither party submits a written notice of termination to the other at least one (1) year prior to the commencement of the automatic term renewal.

3. Salary

a. Employee shall receive an annual salary of \$144,300, subject to mandatory deductions and withholdings as required by law, payable in accordance with the Employer's normal and usual payroll procedures, figured to and prorated for any partial employment period (the "Salary").

b. Employee shall receive a performance review six months following the effective date of this agreement. That performance review will be completed within 30-days.

c. Beginning January 1, 2025, Employer agrees to review on a calendar basis the performance of the Employee and adjust the Employee salary based on the Employee's performance, the City's current budget constraints and current market conditions. The review and evaluation shall be in accordance with specific criteria similar to the evaluations of other employees. The City Council will have a discussion with the Employee in Executive Session and give the Employee the opportunity for discussion of the evaluation. The Employer will provide the Employee an opportunity to address the City Council in Executive Session concerning the evaluation no less than one (1) day after and no more than three (3) weeks after the Employee's receipt of the evaluation.

d. Employee shall be considered an "exempt" employee of the Employer for Fair Labor Standards Act purposes.

4. Benefits.

The Employee shall receive the following benefits for the term of this Agreement, figured to and prorated for any partial employment period as applicable and agreed to by the Employee and Employer (the "Benefits").

a. Vacation and Sick Leave. Employee shall earn vacation at the rate of fifteen (15) days per year and sick leave at the rate earned by all employees of the Employer. The employee will be able to retain all credited and earned vacation leave from one year to another, but in no case shall vacation leave credited to the Employee's account be allowed to exceed 40 days (320 hours). Vacation days shall be taken by Employee at reasonable times and upon reasonable notice. The Employee shall not utilize more than five (5) consecutive business days of vacation leave at any one time without notification to the Employer.

b. Holidays. Employee shall be entitled to observe all Federal & State Holidays that are currently observed by the Employer and all other employees, including discretionary days if applicable.

c. Retirement. The Employer agrees to provide coverage and pay required matching contributions for Employee under KPERS (Kansas Public Employees Retirement System).

d. Deferred Compensation. The Employer agrees to pay deferred compensation in an amount equal to 5% to the qualified deferred compensation fund or funds designated by Employee. Deferred compensation payments will be made as part of the employee's bi-weekly paycheck, prorated for the annual amount.

e. Health Insurance. The Employee and his family will enjoy the same benefits as any other employee of Employer with regards to Health Insurance, subject to the terms and conditions as set forth in the Employer Personnel Policies. Employer agrees to immediately place the Employee, and his family if applicable, on the Employer's Health Insurance plan commencing the Employee's first day of employment with Employer. However, should the Employee decide not to participate in the Employer's provided Health Insurance program, the amount of the Employee's Deferred Compensation, as outlined in subsection (d) above, shall be increased by the amount of the Employer's contribution for the Employee Only health insurance premiums, to include major medical, dental, vision and/or other similar coverages provided by the Employer, subject to a reduction in the amount for any disability insurance provided by the employer as outlined in subsection (f) below.

f. Disability or Catastrophic Health Insurance. In lieu of Health Insurance, the Employee may opt for short or long-term disability, or catastrophic health insurance coverage to be paid for by the Employer.

g. Local Civic Clubs and Organizations. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs. Additionally, the City will pay the cost to provide the Employee with one O-Zone Family Membership and Single Membership with cart at Osawatomie Golf Course.

h. Professional Associations. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation

in national, state, regional and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

i. Professional Development. Employer agrees to budget for and to pay for registrations, travel and subsistence expenses of Employee for professional and official travel that are necessary for the Employee's professional development and to pursue necessary official functions of the Employer. Professional and official travel includes, but is not limited to, attending the following: the ICMA Annual Conference, League of Municipalities meetings, KACM conferences and seminars, other national, regional, state, and local governmental groups and committees in which Employee serves as a member. The Employer agrees that the cost of all such registrations or tuition, subsistence, and travel to attend professional development conferences and seminars (not to include official travel directed by the Employer or necessary to pursue the official functions of the Employer, such as League of Kansas Municipalities meetings) shall not exceed \$5,000 in a fiscal year.

j. Car Allowance. The Employer shall pay to Employee a monthly car allowance (the "Car Allowance") of \$425.00, all subject to applicable deductions and withholdings as required by law. The Car Allowance shall pay any costs to purchase, operate, maintain, repair, replace or insure the automobile or automobiles utilized by Employee for City business purposes. In addition, to the Car Allowance, Employer shall reimburse the Employee for mileage outside of Miami County, Kansas, on City business at the Internal Revenue Services (IRS) mileage reimbursement rate then in effect.

k. Communication Devices. Employer shall provide Employee with a laptop and appropriate software. The Employer shall also provide a cell phone stipend at the standardized rate for all employees of the Employer, but not less than \$100 per month, to allow for mobile communication by phone or email.

l. Business Expenses; Reimbursement. Certain expenses of a non-personal and job-related nature will necessarily be incurred by Employee in the performance of his duties. The Employer will pay or reimburse such business expenses and the City Clerk or other City employee authorized to make such reimbursements is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements or personal affidavits. Notwithstanding the foregoing, the Employee shall not incur expenses for which he seeks reimbursement from the City in any amount in **excess** of \$250.00, as to any one occurrence of matter, without prior written consent of the Mayor.

5. Severance Calculation; Exceptions; Employee Option; Considerations.

a. Severance Calculation. In the event Employee is terminated for any reason other than the exceptions set forth in subsection 5.b, Employer agrees to pay Employee as severance pay subject to Employee's execution of a release agreement, as outlined in subsection 5.d below, his full salary and benefits on the following basis:

1. If termination occurs prior to January 1, 2024 severance pay shall be equivalent to six (6) full months of said salary and benefits.
2. If termination occurs after January 1, 2024 or any year thereafter severance pay shall be the equivalent of six (6) full months of said salary and benefits. Employee shall also be paid as severance one (1) additional month of salary and benefits for every year of service to the City. The total severance paid shall not exceed twelve (12) months.

3. In the event Employee is terminated and qualifies for severance pay, such severance payment shall be made over the course of time the severance payment is owed and not as a lump sum payment.

b. Exceptions. City shall not pay severance pay for termination of this Agreement under the following circumstances:

1. In the event Employee is otherwise entitled to severance pay pursuant to subsection 5.a. but fails or refuses to sign within sixty (60) days from the date of termination of this Agreement a release agreement as set forth in subsections 5.a and 5.d.
2. In the event Employee resigns his position as City Manager, thereby terminating this Agreement. Employee shall provide not less than thirty (30) days written notice to the Mayor of such resignation and termination. In such case, Employee will be paid any accrued and unpaid/unused benefits in accordance with City policy and this Employee Agreement.
3. In the event Employee is convicted of any felony or any illegal act involving personal gain to him.
4. For cause, cause being defined as willful breach of functions as outlined in Section 1.

c. Employee Option. Employee may, at his option and upon written notification to the Mayor, declare this Agreement terminated and be entitled to the severance pay outlined in subsection 5a. Under the following circumstances:

1. In the event the City refuses, following written notice to the Mayor, to comply with any provision herein benefitting the Employee.
2. In the event the Council discusses the performance of the Employee in a public meeting other than in an Executive Session. In such case, the Employee may, at his option, deem this Agreement terminated by the City effective the date of said discussion/event.

d. Considerations. In consideration of the receipt of severance pay, Employee shall, within sixty (60) days of the termination date of this Agreement, sign a release agreement whereby Employee shall release the City, its predecessors, heirs, officers, officials, employees, successors, agents and assigns from any and all liability including, without limitation, actions, causes of action, losses, damages, demands and suits of whatsoever kind or nature, and claims of tort, breach of contract, wrongful discharge, violation of law, including, but not limited to those laws which prohibit discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, age and disability, which Employee might at the time of termination of this Agreement, or might thereafter ever have, whether known or unknown at the time of termination, or thereafter developing, against the City, arising out of or in any way connected with, directly or indirectly, Employee's employment with the City. Such release agreement shall also indicate Employee's further agreement that he will not file, or permit to be filed on his behalf, any lawsuit against the City or any of the persons released in said waiver of liability.

Failure of Employee to sign and submit such release agreement to the City within sixty (60) days following termination of this Agreement shall constitute Employee's agreement that he waives any and all rights to severance pay otherwise granted pursuant to this Agreement.

6. Other Terms and Conditions of Employment.

a. Personnel Policy. The Employer's Personnel Policy as currently in effect, or as amended during the term of this Agreement, shall be applicable to Employee except to the extent of any inconsistency with any or the terms of this Agreement in which event the terms of this Agreement shall control.

b. Residency. Employer acknowledges that Employee is a resident of the City of Osawatomie and Employee agrees to maintain said residency for the duration of his employment as City Manager.

c. Other Terms and Conditions of Employment. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Osawatomie Charter or any other law.

7. General Provisions.

a. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

b. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas. Venue shall lie exclusively in Miami County, Kansas. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

c. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings, whether written or oral, between the Employer and the Employee concerning the subject matter hereof

d. Prior Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

e. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the Employee and the duly authorized representative of the Employer.

f. Effective Date. This Agreement shall be and become in full force and effect as of the Effective Date upon the adoption and approval of the City Council, and the execution and delivery hereof by the authorized officer of the Employer and the Employee.

g. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Employee, his heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

THE CITY OF OSAWATOMIE, KANSAS:

EMPLOYEE:

By: _____

Nick Hampson, Mayor

By: _____

Bret A. Glendening

ATTEST:

Tammy Seamands, City Clerk

Approved as to form:

Jeffrey Deane, City Attorney



ACTION ITEM SUMMARY	Item Number:	9.C.
	Date:	May 4, 2023
Deputy City Manager	From:	Bret Glendening

RE: Resolution 1136 – Authorizing Temporary Notes for 6th Street Improvement Project

RECOMMENDATION: That the City Council approve Resolution 1136

DETAILS: At the beginning of 2023, there was \$4,120,000 (rounded) remaining of the GO Bonds that were issued in March of 2022. Brown Avenue from 16th to 18th was built, several segments of existing streets were milled and overlaid with a portion of the bond proceeds and design for Brown Ave. and 6th Street were also paid for with these proceeds.

Of the \$4,120,000 that remains, we have committed \$1,734,000 for the Main St. Terr/18th St. and Walnut Ave. projects, and here is where we are at for the remaining streets that have been designed or are nearing the completion of design:

Begin. Balance CIP Street Fund (1/1/23):\$4,120,000	FCST CASH for 6th St. begin. 1/1/2024: \$ 443,000
<u>Main St. Terr/18th St./Walnut Ave.: \$1,734,000</u>	Add: Cost Share Grant: \$1,500,000
Balance Remaining for 6th & Brown: \$2,386,000	Mi. Co. Sales Tax: \$ 500,000
	Total Resources Available: \$2,443,000
<u>Less Brown Ave. (no water line): \$2,160,000</u>	Less Estimated Cost (see supplement): \$4,357,969
Balance Remaining for 6 th (no water): \$ 226,000	(Construction, Observation and Const. Engineering)
Add in ½ cent sales tax for 2022/2023: \$ 400,000	DIFFERENCE: (\$1,914,969)
<u>Less design remaining on 6th St.: \$ 183,000</u>	Temp. Note Proceeds: \$2,500,000
FCST CASH for 6th St. begin. 1/1/2024: \$ 443,000	Balance Remaining*: \$ 585,000

**Balance Remaining to cover potential increases in construction costs. If we do not see a significant cost increase from the estimated \$4.3M, the design costs for the 2024/2025 Streets that were identified in Resolution 1104 is \$505,567. These funds could be used to pay for the design associated with those streets. If we happen to have any funds left over, we would recommend those dollars be put into additional mill and overlay projects around town.*

Related Statute / City Ordinances	Multiple Pave the Way & Street Improvement Ordinances & Resolutions
Line-Item Code/Description	N/A
Available Budget:	~\$2M in debt is being retired in 2023.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OSAWATOMIE, KANSAS
HELD ON MAY 11, 2023**

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

Absent:

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

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING THE IMPROVEMENT OR
REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY
OF OSAWATOMIE, KANSAS; AND PROVIDING FOR THE PAYMENT OF
THE COSTS THEREOF.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Tammy Seamands, City Clerk

RESOLUTION NO. 1136

A RESOLUTION AUTHORIZING THE IMPROVEMENT OR REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY OF OSAWATOMIE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 *et seq.* (the “Act”), and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, building any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts and drainage, trafficway illumination, traffic control devices, pedestrian ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, the Act provides that all costs of improvements or reimprovements authorized thereunder, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large and may be funded, among others, by the issuance of general obligation bonds; and

WHEREAS, the governing body of the City of Osawatomie, Kansas (the “City”), has heretofore by Ordinance No. 3817 designated and/or re-designated certain streets within the City as main trafficways, as provided by and under the authority of the Act; and

WHEREAS, said governing body hereby finds and determines that it is necessary to improve or reimprove certain of said main trafficways, and to provide for the payment of the costs thereof, all as provided by and under the authority of the Act.

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

Section 1. Project Authorization. It is hereby deemed and declared to be necessary to make Main Trafficway Improvements to 6th Street within the City (the “Project”) under the authority of the Act, in accordance with plans and specifications therefor prepared or approved by the City Engineer.

Section 2. Financing Authority. The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses are \$2,500,000. All or a portion of the costs of the Project, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”). Upon completion of the Project, to the extent necessary, the City may use any excess Bond or temporary note proceeds to make Main Trafficway Improvements to the other Main Trafficways identified in the Ordinance, which Main Trafficway improvements shall be made in accordance with plans and specifications prepared or approved by the City Engineer.

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

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas, on May 11, 2023.

(Seal)

Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ of the City of Osawatomie, Kansas adopted by the governing body on May 11, 2023 as the same appears of record in my office.

DATED: May 11, 2023.

Clerk



6th Street (Kelly to Lincoln)

Osawatomie, Kansas

Engineer's Opinion of Probable Project Costs

January 25, 2023

No.	Description	Qty.	Units	Unit Price	Total Price
1.	CONTRACTOR CONSTRUCTION STAKING	1	LUMP SUM	\$ 30,000.00	\$ 30,000.00
2.	MOBILIZATION	1	LUMP SUM	\$ 350,000.00	\$ 350,000.00
3.	REMOVAL OF EXISTING STRUCTURES	1	LUMP SUM	\$ 130,000.00	\$ 130,000.00
4.	CLEARING AND GRUBBING	1	LUMP SUM	\$ 45,000.00	\$ 45,000.00
5.	COMMON EXCAVATION (URB)	3,056	CU. YDS.	\$ 15.00	\$ 45,840.00
6.	COMMON EXCAVATION (CONTRACTOR FURNISHED)	1,750	CU. YDS.	\$ 30.00	\$ 52,500.00
7.	ROCK EXCAVATION	5,606	CU. YDS.	\$ 35.00	\$ 196,210.00
8.	COMPACTION OF EARTHWORK	350	CU. YDS.	\$ 15.00	\$ 5,250.00
9.	RIPRAP (LIGHT STONE)(100 LB)	75	SQ. YDS.	\$ 75.00	\$ 5,625.00
10.	ADJUSTMENT OF MANHOLES	5	EACH	\$ 1,500.00	\$ 7,500.00
11.	INLET (CURB)(SETBACK)	45	EACH	\$ 5,500.00	\$ 247,500.00
12.	STORM SEWER	4,650	LIN. FT.	\$ 95.00	\$ 441,750.00
13.	END SECTION	2	EACH	\$ 1,500.00	\$ 3,000.00
14.	FLOWABLE FILL (LOW STRENGTH)	200	CU. YDS.	\$ 125.00	\$ 25,000.00
15.	SIDEWALK CONSTRUCTION (4")(AE)	2,292	SQ. YDS.	\$ 50.00	\$ 114,600.00
16.	SIDEWALK CONSTRUCTION (6")(AE)	2,741	SQ. YDS.	\$ 55.00	\$ 150,755.00
17.	SIDEWALK RAMP	636	SQ. YDS.	\$ 200.00	\$ 127,200.00
18.	TEMPORARY SEEDING	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00
19.	STORM WATER POLLUTION PREVENTION	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00
20.	CURB AND GUTTER, COMBINED (AE)	8,900	LIN. FT.	\$ 25.00	\$ 222,500.00
21.	CONCRETE PAVEMENT (6" UNIFORM)(AE)	614	SQ. YDS.	\$ 70.00	\$ 42,980.00
22.	CONCRETE PAVEMENT (8" UNIFORM)(AE)	4,123	SQ. YDS.	\$ 80.00	\$ 329,840.00
23.	AGGREGATE BASE (AB-3)(6")	21,418	SQ. YDS.	\$ 12.00	\$ 257,016.00
24.	HMA-COMMERCIAL GRADE (CLASS A)	7,109	TON	\$ 110.00	\$ 781,990.00
25.	MILLING	544	SQ. YDS.	\$ 3.25	\$ 1,768.00
26.	PERMANENT SIGNING	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00
27.	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(6")	390	LIN. FT.	\$ 2.00	\$ 780.00
28.	PAVEMENT MARKING (MULTI-COMPONENT)(YELLOW)(4")	7,665	LIN. FT.	\$ 2.00	\$ 15,330.00
29.	PAVEMENT MARKING (INTERSECTION GRADE)(WHITE)(24")	1,025	LIN. FT.	\$ 15.00	\$ 15,375.00
30.	PAVEMENT MRK SYM (INTERSECTION GRADE)(WHITE)(LEFT ARROW)	8	EACH	\$ 300.00	\$ 2,400.00
31.	PAVEMENT MRK SYM (INTERSECTION GRADE)(WHITE)(SHARROW)	20	EACH	\$ 500.00	\$ 10,000.00
32.	SEEDING, FERTILIZING AND MULCHING	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00
33.	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	\$ 50,000.00	\$ 50,000.00
CONSTRUCTION SUBTOTAL =					\$ 3,755,209.00
+ 5% CONTINGENCY =					\$ 187,760.00
CONSTRUCTION TOTAL =					\$ 3,942,969.00
KDOT COST SHARE MAX @ 44% CONSTRUCTION NTE \$1,500,000 =					\$ 1,500,000.00
MIAMI COUNTY SALES TAX =					\$ 500,000.00
CITY'S CONSTRUCTION PORTION =					\$ 1,942,969.00
TOTAL COSTS FOR CITY					
CONSTRUCTION (LESS KDOT & MIAMI CO.) =					\$ 1,942,969.00
DESIGN ENGINEERING =					\$ 315,790.00
CONSTRUCTION OBSERVATION =					\$ 325,000.00
CONSTRUCTION ENGINEERING =					\$ 90,000.00
PROJECT COSTS =					\$ 2,673,759.00





ACTION ITEM SUMMARY	Item Number:	10.A
	Date:	May 11, 2023
City Clerk	From:	Tammy Seamands

RE: RESOLUTION NO. 1125

RECOMMENDATION: Approve Resolution 1125 – Alumni Steet Closing

DETAILS: On March 23, 2023 the city council approved the special event permit for the Osawatomie Alumni Street Dance that will take place on May 27, 2023 from 9:00 p.m. to 12:00 a.m. The special event permit allowed for the closing of Main Street between 5th & 6th and allows for the consumption of alcoholic liquor in that area.

Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments.

The Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued.

Related Statute / City Ordinances	1120
Line-Item Code/Description	

RESOLUTION NO. 1125

A RESOLUTION AUTHORIZING TEMPORARY CLOSING
OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE
ON MAY 27, 2023, TO PERMIT THE CONSUMPTION OF
ALCOHOLIC BEVERAGES IN DESIGNATED AREAS
DURING THE OSAWATOMIE ALUMNI CELEBRATION.

WHEREAS, the 2023 Osawatomie Alumni Celebration will be held at various locations within the City of Osawatomie and having approved the Special Event Permit for the Osawatomie Alumni Street Dance at its March 23, 2023 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on May 27, 2023, from 9:00 p.m. to 12:00 a.m. provided the Osawatomie Alumni Association complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Main Street from 5th to 6th Streets. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of May, 2023, a majority being in favor thereof.

Resolution No. 1125

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



ACTION ITEM SUMMARY	Item Number:	10.B
	Date:	May 11, 2023
City Clerk	From:	Tammy Seamands

RE: RESOLUTION NO. 1137

RECOMMENDATION: Approve Resolution 1137 –Lights on the Lake Steet Closing

DETAILS: On April 27, 2023 the city council approved the special event permit for the 2023 Osawatomie Lights on the Lake Celebration that will take place on July 1, 2023 from 3:00 p.m. to 11:30 p.m. The special event permit allowed for the closing of the Osawatomie City Lake and allows for the consumption of alcoholic liquor in that area.

Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments.

The Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued.

Related Statute / City Ordinances	1120
Line-Item Code/Description	

RESOLUTION NO. 1137

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON JULY 1, 2023, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE LIGHTS ON THE LAKE CELEBRATION.

WHEREAS, the 2023 Osawatomie Lights on the Lake Celebration will be held at various locations within the City of Osawatomie and having approved the Special Event Permit for the Osawatomie Lights on the Lake Celebration at its April 27, 2023 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on July 1, 2023, from 3:00 p.m. to 11:30 p.m. provided the Osawatomie Lights on the Lake Celebration complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Osawatomie City Lake. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of May, 2023, a majority being in favor thereof.

Resolution No. 1137

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



ACTION ITEM SUMMARY	Item Number:	10.C.
	Date:	May 9, 2023
City Manager	From:	Mike Scanlon

RE: Resolution 1138 – Resolution directing the City Manager to complete the purchase of the Pfaltzgraff property – identified as Parcel ID#1720901001002070 consisting of 3.12 Acres.

RECOMMENDATION: That the City Council approve Resolution 1138 directing the City Manager to complete the purchase of the Pfaltzgraff property – identified as Parcel ID#1720901001002070 consisting of 3.12 Acres.

DETAILS: With the addition of the John Brown Ghost Cabin at the Adair Homestead and in concert with the City’s submission of the parcels and relics that will be under consideration for the John Brown National Historical Park Site the city is wishing to build a parking lot that will allow for increased visitor traffic to the John Brown Ghost Cabin. The purchase price is \$42,600 with an additional \$1,400 to cover title search and associated closing costs. To be funded \$12,000 from General Fund Reserves and \$32,000 in potential outside revenues.

Related Statute / City Ordinances	Resolutions 1047 and 1103
Line-Item Code/Description	N/A
Available Budget:	Currently \$11,000 from city General Fund and \$33,000 in outside funds.

RESOLUTION NO. 1138

**A RESOLUTION DIRECTING THE CITY MANAGER TO COMPLETE THE PURCHASE OF
THE PFALTZGRAFF PROPERTY IDENTIFIED AS PARCEL ID# 1720901001002070
CONSISTING OF 3.12 ACRES.**

WHEREAS, the City of Osawatomie has established five goals for the community including “Economic Development” and “Investment in Soft Infrastructure;” and

WHEREAS, the City views this parcel as key in promoting Economic Development through the development of the John Brown National Historic Park Site (Soft Infrastructure); and

WHEREAS, the City actively encourages development that supports pulling people into our community and building our “Pull Factor” through commercial establishments that would be built to support the John Brown National Historic Park Site; and

WHEREAS, the City also follows a policy whereby all property purchases are limited to 85% of the current Miami County Appraised Value, unless a “value” argument is presented to the City Council in writing and recorded in the minutes of the City Council meeting; and

WHEREAS, the City Manager has negotiated a price that exceeds the 85% rule (\$21, 454) and is based on the full value obtained in an outside appraisal performed in concert with the City (\$42,600); and

WHEREAS, the City Manager hereby believes that the value created by purchasing this land to support the John Brown Ghost cabin far exceeds what this initial investment is for the property; and

WHEREAS, the City has identified potential funding in the amount of \$32,000 which we believe could help with this purchase.

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

SECTION ONE: That the City Manager continue with the purchase of the following parcel: Parcel ID **1720901001002070** for the purchase price of \$42,600. The monies which will come from unreserved General Fund in the amount of \$12,000 and other miscellaneous revenues sources totaling \$32,000.

SECTION TWO: That the City Manager prepare a final purchase Resolution for consideration at the June 8, 2023 City Council meeting.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of May, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

John Brown Ghost Cabin Land Acquisition and Parking



Owners

Primary Owner
[Pfaltzgraff, Tom & Rene Trust](#)
 34102 John Brown Hwy
 Osawatomie, KS 66064

Property Factors

Topography	Level - 1	Parking Type	None - 0
Utilities	None - 8	Parking Quantity	None - 0
Access	Paved Road - 1	Parking Proximity	Far - 0
Fronting	Residential Street - 4	Parking Covered	0
Location	Neighborhood or Spot - 6	Parking Uncovered	0

Market Land

Method	Type	AC/SF	Class
Acre	Other Site - 8	1.63	

Agricultural Land

Details:				Summary:	
Ag Type	Ag Acres	Ag Soil	Dry Land Acres		
TG	0.90	8663	Irrigated Acres		
			Native Grass Acres		
TG	0.59	8775	Tame Grass Acres		1.49
			Total Ag Acres		1.49

Valuation - Appraised Value

2023 Appraised Value				2022 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$140	\$0	\$140	A	\$130	\$0	\$130
V	\$25,100	\$0	\$25,100	V	\$20,340	\$0	\$20,340
Total	\$25,240	\$0	\$25,240	Total	\$20,470	\$0	\$20,470

Proposed Initial Project – Ghost Cabin Land Acquisition and Parking

	Budget	MICO Request	Greater Osawatomie	City of Osawatomie
Land Acquisition	\$44,000	\$22,000	\$10,000	\$12,000
Survey and Planning (Parking Lot, Streets & Landscaping)	\$25,000			\$25,000
Transitional Property Maintenance	\$25,000			\$25,000
TOTAL	\$94,000	\$22,000	\$10,000	\$62,000

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT is made and entered into as of this ____ day of May, 2023 by and between Tom and Rene Pfaltzgraff, Trust (hereinafter referred to as “Seller”) and the City of Osawatomie, Kansas, a Kansas municipal corporation (hereinafter referred to as “Buyer”).

WITNESSETH:

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase from Seller, the real properties more fully shown on Exhibit A attached hereto, on the terms and conditions stated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE PURCHASE PRICE STATED BELOW, TOGETHER WITH THE COVENANTS AND MUTUAL PROMISES STATED HEREIN, IT IS AGREED:

1. Property Subject to Sale. Seller does hereby agree to sell to Buyer, and Buyer agrees to purchase from Seller, the real properties more fully described on Exhibit A attached hereto (“Premises”).

2. Purchase Price. As consideration for the purchase of the Premises, Buyer agrees to pay to Seller, and Seller agrees to accept, the sum of Forty-Two Thousand, Six Hundred Dollars (\$42,600.00), which sum shall be paid in the following manner **upon approval of the Osawatomie City Council at their May 11, 2023 City Council Meeting:**

a. \$1,000.00 to be paid upon approval and at the execution of this Contract, receipt of which will be acknowledged by Seller, and which shall be paid to Seller at the time of closing, or as hereinafter otherwise provided; and

b. The balance (i.e., the purchase price minus the sum set forth in subparagraph “a” above) shall be paid in the form of a cash funds no later than June 15, 2023 at closing.

3. Evidence of Title. Within twenty-one (21) days of the date of approval of this Agreement by Buyer, Seller agrees to deliver to Buyer a title insurance commitment from a company authorized to insure titles in the State of Kansas (“Title Company”). The title commitment shall commit to insure a marketable fee simple title in the Buyer upon the recording of the deed or other document of conveyance. However, title to Seller’s Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, and, special assessments. Buyer shall notify Seller of any objections to the title of Seller’s Property within thirty (15) days of delivery of the title insurance commitment. Seller shall then make a good faith effort to rectify any objections. If any valid title objection cannot be rectified by Seller before the Closing Date in a reasonable time, not to exceed thirty (30) days,

Buyer shall have the option to notify Seller of his election to waive the obligations or otherwise to terminate this Contract. Seller agrees to provide an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in Buyer, with the exception of any liens, encumbrances or other matters affecting title to Seller's Property created by Buyer. Seller shall pay all costs associated with the title commitment and title policy costs and premiums, but Seller shall not be responsible for any costs associated or in connection with Buyer's financing and purchase of Seller's Property.

4. Survey. Buyer may, at Buyer's expense, obtain a survey of Seller's Properties before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary lines or acreage disputes or any other matter that would be disclosed by a survey. The parties agree that the results of the survey may be the basis for a timely objection to title to Seller's Properties.

5. Inspection and Condition of Premises. Within ten (10) days of the date of this Agreement, Buyer may, at Buyer's expense, conduct an inspection of the properties which may include, but is not limited to environmental, structural and mechanical items. If as a result of the inspection permitted by this paragraph, Buyer, discovers any condition which in Buyer's sole and exclusive discretion shall make the properties unsuitable for Buyer's use, Buyer shall have the right to declare this contract null and void and Seller shall refund any sums held to Buyer.

6. Sale "As Is, Where Is". Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer, and Buyer shall accept, the Premises in its then current "AS IS, WHERE IS, WITH ALL FAULTS" condition. Buyer confirms that Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Premises or relating thereto (including specifically, without limitation, Premises information distributed with respect to the Premises) made or furnished by Seller, or any other agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. By failing to terminate this contract pursuant to Section 5 above, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Premises as Buyer deems necessary to satisfy itself as to the condition of the Premises, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents. Upon closing, Buyer assumes the risk that adverse matters may not have been revealed by Buyer's inspections and investigations and releases Seller from any liability to it for any and all problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Premises, whether arising or accruing before, on or after the date of closing and whether attributable to events or circumstances that have heretofore or may hereafter occur. This does not prohibit the Buyer from taking legal action should the Seller after the signing of this contract create liabilities on the property or in the vicinity of the property that impacts or impairs the Buyer's use of the property.

7. **Closing.** This transaction shall close at Osawatomie City Hall (or at such other place as the parties may mutually agree) on or before 5:00 o'clock p.m., on the 15th day of June, 2023. At closing, Seller shall deliver to Buyer its Limited Warranty Deed.

8. **Proration of Taxes and Assessments and other matters.** All real estate taxes and special assessments shall be prorated for the calendar year. In the event such taxes and assessments cannot be determined for the year of closing, such proration will be based upon the taxes and assessments for the prior year. If at the time of the delivery of the deed aforesaid the Premises is encumbered with an assessment or assessments that are or may become payable in annual installments, all unpaid installments of any such assessment which become due and payable after delivery of the aforesaid deed shall be paid and discharged by Buyer.

9. **Closing Costs.** Buyer shall be responsible for all closing costs,

10. **Notices.** All notices and demands shall be delivered in writing to Buyer and Seller. All notices shall be considered delivered when delivered personally to the addresses shown or an officer thereof or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as follows:

Buyer: City of Osawatomie, Kansas
c/o Mike Scanlon, City Manager
439 Main Street, PO Box 37
Osawatomie, Kansas 66064

Seller: Tom and Rene Pfaltzgraff
34102 John Brown Highway
Osawatomie, Kansas 66064

11. **Assignment.** This Contract may not be assigned by Buyer without Seller's written consent.

12. **Legal Fees.** A defaulting party shall pay all costs, including attorneys' fees, incurred by the non-defaulting party in connection with any litigation concerning this Contract.

13. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, representatives and assigns (provided such assignment is not prohibited under this Contract).

14. **Invalidity.** If any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such provision had not been contained herein.

15. **Entirety of Agreement.** This Contract constitutes the entire agreement between the parties and supersedes any prior understandings, written or oral, between the parties. This Contract shall not be modified or amended, or any of the terms hereof waived, except by an agreement in writing executed by both Buyer and Seller.

16. **Controlling Law.** The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and date first above written.

“Seller”

By: _____
Tom Pfaltzgraff Date

By: _____
Rene Pfaltzgraff Date

CITY OF OSAWATOMIE, KANSAS

“Buyer”

By: _____
Nick Hampson, Mayor Date

Attest:

City Clerk

EXHIBIT A



Summary

Parcel ID	1720901001002070
Quick Ref ID	R307447
Property Address	JOHN BROWN HWY
Brief Tax Description	S09, T18, R22, Acres 3.12, SWC NE4 E1000' N40', TH N192.8' N387.4' NE278.6' S513.6' W131.1' S37.2' W100.4' S193' W89.1' TO POB. (Note: Not to be used on legal documents)
Taxing Unit Group	181 Osawatomie Twp
Lot Size (SF)	N/A
Acreage	3.12
Property Class	Vacant
Zoning	CS
Lot Block Subdivision	--
S-T-R	09-18-22
Deed Book & Page	
Neighborhood	011.0

Owners

Primary Owner
[Pfaltzgraff, Tom & Rene Trust](#)
 34102 John Brown Hwy
 Osawatomie, KS 66064

Osawatomie KS

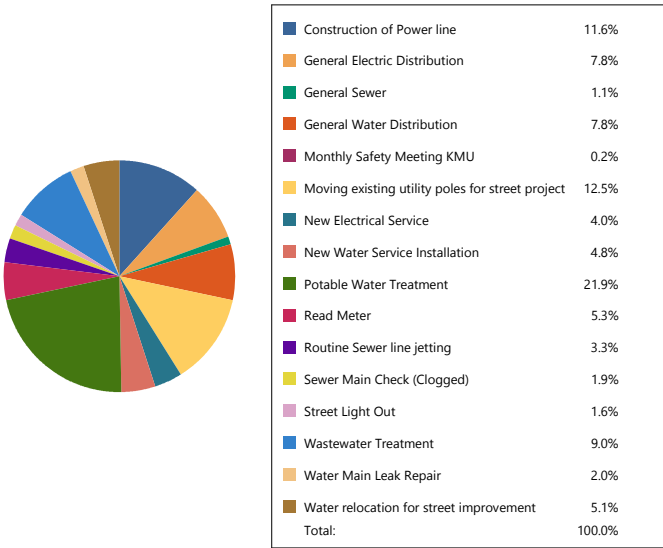
Cost Summary By Task

Reporting Dates April 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Total Cost
Construction of Power line	4	45.00	\$1,247.62	\$1,376.60	\$5,907.88	\$0.00	\$8,532.10
General Electric Distribution	11	89.00	\$3,015.32	\$2,351.75	\$343.68	\$0.00	\$5,710.75
General Sewer	2	21.00	\$441.98	\$336.60	\$0.00	\$0.00	\$778.58
General Water Distribution	11	124.00	\$2,639.54	\$2,213.35	\$903.67	\$0.00	\$5,756.56
Monthly Safety Meeting KMU	2	6.00	\$135.70	\$0.00	\$0.00	\$0.00	\$135.70
Moving existing utility poles for street p	6	62.50	\$1,769.96	\$3,195.00	\$4,232.96	\$0.00	\$9,197.92
New Electrical Service	3	23.00	\$663.04	\$670.00	\$1,587.54	\$0.00	\$2,920.58
New Water Service Installation	3	38.00	\$955.94	\$1,867.30	\$715.62	\$0.00	\$3,538.86
Potable Water Treatment	30	792.00	\$16,104.00	\$0.00	\$0.00	\$0.00	\$16,104.00
Read Meter	27	86.00	\$2,093.12	\$1,826.00	\$0.00	\$0.00	\$3,919.12
Routine Sewer line jetting	4	54.00	\$1,136.52	\$1,295.00	\$0.00	\$0.00	\$2,431.52
Sewer Main Check (Clogged)	3	30.00	\$759.00	\$630.00	\$0.00	\$0.00	\$1,389.00
Street Light Out	2	12.00	\$405.96	\$390.00	\$414.08	\$0.00	\$1,210.04
Wastewater Treatment	30	288.00	\$6,635.84	\$0.00	\$0.00	\$0.00	\$6,635.84
Water Main Leak Repair	2	23.00	\$568.96	\$770.72	\$124.49	\$0.00	\$1,464.17
Water relocation for street improvemen	9	67.00	\$1,420.36	\$1,800.00	\$517.20	\$0.00	\$3,737.56

Tasks:	16	149	1,760.50	\$18,722.32	\$14,747.12	\$0.00	\$73,462.30
			\$39,992.86				

Cost Summary by Task



Cost Total by Task

