

OSAWATOMIE CITY COUNCIL
AGENDA

April 13, 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. April 13, 2023 Agenda
 - B. Meeting Minutes
 - C. Pay Application(s)
 - Killough Construction - \$118,005.90
 - Western Consultants – WWTP - \$2,510.00
 - Crossland Heavy Const. – WWTP - \$467,248.95
 - BG Consultants – WWTP - \$34,219.38
 - BG Consultants – Water Distribution (Brown Ave) - \$5,524.20
 - BG Consultants – KDOT-TA J.B. & So. Levee Loop - \$214.20
 - BG Consultants – Pave the Way Design - \$36,596.10
 - D. Special Event Permit(s)
 - Fireworks Display
 - O-Zone Triathlon (Trailhead and John Brown Park)
 - F. 2023-02 Council Report
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Arbor Day Proclamation
9. Unfinished Business
 - A. Resolution 1128 – Finalizing Transfer of Evergy Assets for State Hospital
10. New Business
 - A. Resolution 1120 – Transition of Responsibilities for City Manager/Deputy City Manager
 - B. Resolution 1129 - Authorizing Grant Agreement No. 22-Cr-005 Between the State of Kansas Department of Commerce and the City of Osawatomie for the Renovation of Commercial Property Owned by SSGK LLC (Successors and Assigns) Located at 538-544 Main Street
 - C. Resolution 1126 – Authorize Purchase of New South Wastewater Lift Station Pump
 - D. Resolution 1127 – Authorize Purchase of Water Meter Setters for Brown Ave. Water Main
 - E. Ordinance 3825 – Prohibition of Dumpsters on Public Streets
 - F. Ordinance 3826 – Establishing Right-of-Way Ordinance and Permitting Process
 - G. Ordinance 3827 – Truck and Semi-Trailer Traffic on Main Street
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – April 27, 2023

Osawatomie, Kansas. **March 23, 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, Assistant City Manager Sam Moon, Librarian Morgan Menefee and Business Liaison Kari Bradley. Members of the public were: Kelly Callahan, Doris Ware, Kathy Brakeville, Jacki Glendening, Justin Elmers, Phillip Reavis, Jenn Williams, Brian McCauley, Brigitte Pinneo, Kim Kerr, Randy Kitchen, Misty Kitchen, Kelly Behnke, Andria Seymour, MJ Goodwin, Russell Reichley, Derek Henness, Nicole Henness, Erica Kriesel, Kathryn Struckhoff, LeighAnn McLean, Bill Coffelt, Woody McDougal, Wes Duncan, Jillie Powell, Donna Eichorn, Ron Smith, Anita Pace, Tyler Stifter, Cody Stamper, Nick Norman and Anna Norman.

INVOCATION. – Ron Smith, 1st Christian Church

CONSENT AGENDA. Approval of March 23rd Agenda, March 9th Council Meeting Minutes, Pay Application – BG Consultants – Water Treatment Plant Design - \$20,306.00, Pay Application – Water Distribution Design - \$32,643.00, Pay Application – WWTP Improvements - \$11,456.00, Pay Application – BG Consultants – 2023 Street Project Design - \$49,7920.65, Pay Application – John Brown and South Levee Loop Design - \$1,927.80, Pay Application – Crossland Construction – WWTP Improvements - \$265,244.75, Special Event Permit – Freedom Festival, Special Event Permit – OHS Alumni Street Dance, Special Event Permit – OHS Alumni Parade, Special Event Permit – “Third Saturdays”. **Motion** made by LaDuex, seconded by Filipin to approve the consent agenda as presented with the removal of Resolution 1120 and Resolution 1128. Yeas: All

COMMENTS FROM THE PUBLIC. – Ron Smith – We are still working on things. God has given the ministry a vision and we are looking for things to happen. I will share more about that with you at a later time. We ask for your prayers.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

COUNTY-WIDE APPRAISALS – Justin Elmers with the Miami County Appraiser office gave a presentation and answered questions regarding the process his staff uses to assess residential property appraisals.

CREATING A COMMUNITY ANCHOR – Scanlon described a vision for a revitalized downtown district. Included in this discussion was a proposed plan for a new library and visitor center inside the existing city-owned structures located at 500 and 510 Main Street. Scanlon said that he realizes that this project would take time and planning and would need to be discussed with the community, which is why the original agenda item of a public hearing to consider an application for a Small Cities Community Development Block Grant was pulled from the agenda. Scanlon is hoping to obtain a congressional earmark for federal funding to go along with the

designation of John Brown National Historic Park. With the national designation the city could better promote tourism.

UNFINISHED BUSINESS. -None.

NEW BUSINESS.

RESOLUTION 1115 – OPTING OUT OF MIDWEST PUBLIC RISK. – On March 23, 2017 the governing body opted into MPR. Since that time, MPR has decided to cease carrying cyber security insurance and most recently, power facility insurance (generators, etc.). And while premiums will almost always be going up, it is time to consider other options due to these ever-increasing premiums we see year over year.

Resolution 1115 meets a requirement of MPR's bylaws that members who seek to leave the group funded insurance pool provide notice to the pool no sooner than 90 days prior to the renewal date, which is 7/1/2023. Ninety days from this date will be April 2, 2023. On March 3rd, Bret Glendening and Tammy Seamands met with Elliot Insurance Group who was the city's broker for years prior to the city joining MPR. They will be able to provide us pricing for all of our required lines of property and casualty insurance such as cyber and power facility insurance. Additionally, we will still seek to obtain a quote from MPR to ensure we are getting the most competitive pricing available to us, based on our risk. **Motion** made by LaDuex, seconded by Bratton to approve Resolution 1115 – Providing notice of the intent to withdraw from Midwest Public Risk of Kansas as presented. Yeas: All.

RESOLUTION 1124 – GRANTING EXTENSION OF LEASE AGREEMENT WITH DOUG PETROSKEY – This resolution builds off Resolution 1117 which extended the predevelopment period given to Mr. Petroskey. The previous lease agreement with Mr. Petroskey was in effect from February 2020 to February 2023. This lease extension will be in effect until February 28, 2024, with the predevelopment agreement period ending on December 31, 2023. This lease is not on the same parcel that is covered under the pre development agreement. **Motion** made by Schasteen, seconded by Caldwell to approve Resolution 1124 – Authorizing the mayor to sign an extended lease agreement with Shoot House, LLC (Doug Petroskey) as presented. Yeas: All.

ORDINANCE 3824 – AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO FINANCE CERTAIN RECREATIONAL TRAIL IMPROVEMENTS– the governing body has identified the proposed John Brown/South Levee Loop Trail project as an improvement for the benefit of the general health and welfare of the City and its citizens. The estimated cost of this project is \$1,683,847 and we have a TA grant in the amount of \$1,500,000 that goes with this. In order to finance the construction, we will have to issue temporary debt because KDOT only reimburses. You have to pay for the improvements and then send them an invoice to be reimbursed. This ordinance gives us the ability to issue temporary debt. **Motion** made by LaDuex, seconded by Bratton to approve Ordinance 3824– Authorizing the issuance of general obligation bonds of the city to provide funds to finance certain recreational trail improvements within the city as presented. Yeas: All.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Karen LaDuex ~Several people at city hall work really hard and I don't think that many of us are aware of the many things that they do. We see Mike and Bret and they report on what they are working on. There are also staff members that that work hard every single day and are not acknowledged. Kari and Sam both work very hard. Tonight, I would like to recognize Tammy because it is her birthday.

Lawrence Dickinson ~ Good Friday Service at the Old Stone Church is the 7th at 6:30 p.m.

MAYOR'S REPORT – I want to thank Sam, Morgan and Grady for all the work they've done collecting and researching information on libraries, museums and resource centers. If you missed it – we are at the very beginning and the community and City Council will be involved in this journey – your opinion matters.

I want to thank Karen for helping Mike in presenting two trail projects for the Recreation Trails Program (RTP) – They presented the Mountain Bike course at the State Hospital and the Pump Track on the river.

Thanks to Michele, Terry and Bret for riding herd on our engineers and contractors as we gear up for Main Street Terrace and finish up design of 6th Street and the various trail loops in town.

Mike has alerted me in the very near future we will be making announcements about CDBG building grants for the downtown.

CITY MANAGER & STAFF REPORTS.

Kari Bradley – the Osawatomie Community Easter Egg Hunt is Saturday, April 1st at the sports complex at noon.

The first third Saturday downtown will be on April 15th from 4:00 to 10:00 p.m.

Sam Moon – The Arts Commission has decided their second project. This is part of the Hawkins Grant that was received last year. A call for artists just went out for this project. They are requesting for a panel style mural to go on museum's garage wall.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Schasteen to adjourn. Yeas: All. The mayor declared the meeting adjourned at 09:02 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: 03/29/2023

KILLOUGH JOB #: 22304

ESTIMATE #: 1

WORK THROUGH: 03/29/2023

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	0.25	lsun	17,700.00	4,425.00		4,425.00
2	401	mobilization	1.00	0.25	lsun	123,005.00	30,751.25		30,751.25
3	163	temp traffic control	1.00	0.25	lsun	6,750.00	1,687.50		1,687.50
4	162	SWPPP	1.00	0.25	lsun	4,908.00	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	0.25	lsun	30,520.00	7,630.00		7,630.00
8	161	removal of existing structures	1.00	0.25	lsun	56,005.00	14,001.25		14,001.25
9	165	perm signing	1.00		lsun	7,750.00			
10	112	unclassified excavation	6,937.00	1,734.25	cuyd	21.44	37,182.32		37,182.32
11	112	embankment	83.00	20.75	cuyd	24.00	498.00		498.00
12	121	agg base ab-3 5"	2,293.00		sqyd	11.25			
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.	18.00		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		each	6,383.00			
23	142	4' std manhole	2.00		each	5,381.00			
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	82.65	17,439.15		17,439.15
26	142	storm sewer 18" CMP	646.00		lnft	87.25			
27	142	storm sewer 15" RCP	82.00		lnft	89.15			
28	142	storm sewer 18" RCP	189.00		lnft	91.48			
29	142	adjust waterline horizontal	4.00		each	8,100.00			
30	142	adjust waterline vertical	1.00		each	8,100.00			
31	152	HMA commercial grade class A base	2,969.00		tons	103.30			
32	152	HMA commercial grade class A surface	846.00		tons	103.30			
33	137	concrete curb and gutter AE 9"	5,758.00		lnft	19.60			
34	121	agg base AB-3 6"	9,719.00		sqyd	11.25			
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	206.00		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			
56	152	HMA commercial grade class A base	91.00		sqyd	103.30			
57	152	HMA commercial grade class A surface	28.00		tons	103.30			
58	137	concrete curb and gutter AE 9"	439.00		tons	21.60			
59	121	agg base AB-3 6"	388.00		sqyd	11.25			

CONTRACT EARNED TO DATE 122,111.47 122,111.47

RETAINAGE 5.00% 6,105.57

AMOUNT DUE TO DATE 116,005.90

LESS PREVIOUS APPLICATIONS

AMOUNT DUE THIS ESTIMATE 116,005.90

Western Consultants

PO Box 187
Lawrence, KS 66044
816.805.9183

Date: 3/1/23 – 3/31/23

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 Prepared & Submitted Draw #4 Prepared & Submitted QRP #8 Misc. tasks	
20 hrs @ \$125.50 per hour	\$2,510.00
TOTAL	\$2,510.00


***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>7</u> Application Date: <u>4/5/2023</u> Application Period: <u>From</u> <u>3/1/2023</u> to <u>3/31/2023</u>	

1. Original Contract Price	\$ 2,538,564.00
2. Net change by Change Orders	\$ 17,707.00
3. Current Contract Price (Line 1 + Line 2)	\$ 2,556,271.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,176,814.00
5. Retainage	
a. <u>5%</u> X <u>\$ 1,828,503.00</u> Work Completed	\$ 91,425.15
b. <u>5%</u> X <u>\$ 348,311.00</u> Stored Materials	\$ 17,415.55
c. Total Retainage (Line 5.a + Line 5.b)	\$ 108,840.70
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,067,973.30
7. Less previous payments (Line 6 from prior application)	\$ 1,600,724.35
8. Amount due this application	\$ 467,248.95
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 379,457.00

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: 	Date: <u>4/5/2023</u>
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Recommended by Engineer By:  Title: <u>Project Engineer</u> Date: <u>04/05/2023</u>	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

Contractor's Application for Payment

Owner:	City of Osawatomie, KS					Owner's Project No.:		
Engineer:	BG Consultants					Engineer's Project No.:		
Contractor:	Crossland Heavy Contractors					Contractor's Project No.:		
Project:	2022 Osawatomie WWTF Improvements							
Contract:								
Application No.:	7	Application Period:	From	03/01/23	to	03/31/23	Application Date:	04/05/23
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 (\$)				
Original Contract								
1	General Conditions	107,542.00	107,542.00	-	-	107,542.00	100%	-
2	Sitework	24,500.00	8,400.00	13,600.00	-	22,000.00	90%	2,500.00
3	Concrete	43,300.00	43,300.00	-	-	43,300.00	100%	-
4	Metals	367,800.00	357,220.00	5,580.00	-	362,800.00	99%	5,000.00
5	Thermal & Moisture Protection	4,100.00	-	-	-	-	0%	4,100.00
6	Openings	15,000.00	15,000.00	-	-	15,000.00	100%	-
7	Coatings	14,000.00	-	-	-	-	0%	14,000.00
8	Electrical	345,000.00	166,000.00	82,000.00	-	248,000.00	72%	97,000.00
9	Earthwork	122,622.00	8,000.00	5,000.00	-	13,000.00	11%	109,622.00
10	Utilities	152,600.00	146,206.00	-	-	146,206.00	96%	6,394.00
11	Conveying Systems	10,100.00	10,100.00	-	-	10,100.00	100%	-
12	Process Gas & Liquid Handling Equipment	350,000.00	224,739.00	-	89,839.00	314,578.00	90%	35,422.00
13	Water & Wastewater Equipment	982,000.00	288,109.00	330,000.00	258,472.00	876,581.00	89%	105,419.00
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						-		-
Original Contract Totals		\$ 2,538,564.00	\$ 1,374,616.00	\$ 436,180.00	\$ 348,311.00	\$ 2,159,107.00	85%	\$ 379,457.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:	7	Application Period:	From 03/01/23 to 03/31/23	Application Date:	04/05/23
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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%	-
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Change Order Totals		\$ 17,707.00	\$ 17,707.00	\$ -	\$ -	\$ 17,707.00	100%	\$ -
Original Contract and Change Orders								
Project Totals		\$ 2,556,271.00	\$ 1,392,323.00	\$ 436,180.00	\$ 348,311.00	\$ 2,176,814.00	85%	\$ 379,457.00

Stored Materials Summary
Contractor's Application for Payment

Owner: City of Osawatomie, KS Engineer: BG Consultants Contractor: Crossland Heavy Contractors Project: 2022 Osawatomie WWTF Improvements Contract:						Owner's Project No.: Engineer's Project No.: 20-1414L Contractor's Project No.: 22K05SP						
Application No.: 7		Application Period:		From 03/01/23 to 03/31/23		Application Date: 04/05/23						
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
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	Grit Equipment		7		68,922.00	68,922.00			-	68,922.00
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Totals						\$ 678,243.00	\$ 68,922.00	\$ 747,165.00	\$ 198,895.00	\$ 199,959.00	\$ 398,854.00	\$ 348,311.00

Osawatomie WWTF Improvements Schedule of Values

ITEM	DESCRIPTION	CONTRACT ITEMS		QTY	UNIT	PRICE	TOTAL PRICE	Work Previous Applications	Work Completed this Period	Material Presently Stored	Completed and Stored to Date	Balance to Finish	Retention to Date
								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
General Conditions Total							\$ 107,542.00	\$ 107,542.00	\$ -	\$ -	100%	\$107,542	\$0.00
	Division 02 - Sitework												
002	Bypass Pumping	1	LS	\$		4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	100%	\$ 4,000.00	\$ -
003	UV Structure Demo	1	LS	\$		2,700.00	\$ 2,700.00	\$ 1,300.00	\$ 1,400.00	\$ -	100%	\$ 2,700.00	\$ -
004	SBR Basin Demo	1	LS	\$		11,000.00	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	100%	\$ 11,000.00	\$ -
005	Sludge Basin Demo	1	LS	\$		3,100.00	\$ 3,100.00	\$ 3,100.00	\$ -	\$ -	100%	\$ 3,100.00	\$ -
006	Grit Classifier Demo	1	LS	\$		2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	0%	\$ -	\$ 2,500.00
007	SWPPP	1	LS	\$		1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	100%	\$ 1,200.00	\$ -
Sitework Total							\$ 24,500.00	\$ 8,400.00	\$ 13,600.00	\$ -	90%	\$ 22,000.00	\$2,500.00
	Division 03 - Concrete												
008	UV Structure Concrete	1	LS	\$		33,000.00	\$ 33,000.00	\$ 33,000.00	\$ -	\$ -	100%	\$ 33,000.00	\$0.00
009	Chemical Feed Concrete	1	LS	\$		6,200.00	\$ 6,200.00	\$ 6,200.00	\$ -	\$ -	100%	\$ 6,200.00	\$0.00
010	Sludge Basin Concrete	1	LS	\$		4,100.00	\$ 4,100.00	\$ 4,100.00	\$ -	\$ -	100%	\$ 4,100.00	\$0.00
Concrete Total							\$ 43,300.00	\$ 43,300.00	\$ -	\$ -	100%	\$ 43,300.00	\$0.00
	Division 05 - Metals												
011	Install UV Structure Metals	1	LS	\$		5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	0%	\$ -	\$ 5,000.00
012	Install Sludge Basin Metals	1	LS	\$		8,800.00	\$ 8,800.00	\$ 8,800.00	\$ -	\$ -	100%	\$ 8,800.00	\$ -
013	UV Building Complete	1	LS	\$		354,000.00	\$ 354,000.00	\$ 348,420.00	\$ 5,580.00	\$ -	100%	\$ 354,000.00	\$ -
Metals Total							\$ 367,800.00	\$ 357,220.00	\$ 5,580.00	\$ -	99%	\$ 362,800.00	\$5,000.00
	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	\$ -
Openings Total							\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	100%	\$ 15,000.00	\$0.00
	Division 09 - Coatings												
016	Coatings	1	LS	\$		14,000.00	\$ 14,000.00	\$ -	\$ -	\$ -	0%	\$ -	\$ 14,000.00
Coatings Total							\$ 14,000.00	\$ -	\$ -	\$ -	0%	\$ -	\$14,000.00
	Division 26 - Electrical												
017	Electrical Work Complete	1	LS	\$		345,000.00	\$ 345,000.00	\$ 166,000.00	\$ 82,000.00	\$ -	72%	\$ 248,000.00	\$ 97,000.00
Electrical Total							\$ 345,000.00	\$ 166,000.00	\$ 82,000.00	\$ -	72%	\$ 248,000.00	\$97,000.00
	Division 31 - Earthwork												
018	UV Structure Earthwork	1	LS	\$		4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	100%	\$ 4,000.00	\$ -

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	\$	-	\$	-	\$	-	0%	\$	-	\$	103,500.00	\$	-
Earthwork Total						\$	122,622.00	\$	8,000.00	\$	5,000.00	\$	-	11%	\$	13,000.00		\$109,622.00	\$	650.00
	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	\$	-	\$	-	85%	\$	25,606.00	\$	4,394.00	\$	1,280.30
026	Chemical Feed Piping	1	LS	\$	39,000.00	\$	39,000.00	\$	37,000.00	\$	-	\$	-	95%	\$	37,000.00	\$	2,000.00	\$	1,850.00
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	\$	-	\$	-	96%	\$	146,206.00		\$6,394.00	\$	7,310.30
	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	76%	\$	68,922.00	\$	22,078.00	\$	3,446.10
033	SBR Basin 1 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	121,000.00	\$	165,000.00	\$	-	95%	\$	286,000.00	\$	16,000.00	\$	14,300.00
034	SBR Basin 2 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	120,959.00	\$	165,000.00	\$	-	95%	\$	285,959.00	\$	16,041.00	\$	14,297.95
035	Install UV Equipment	1	LS	\$	252,000.00	\$	252,000.00	\$	11,150.00	\$	-	\$	189,550.00	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	\$	288,109.00	\$	330,000.00	\$	258,472.00	89%	\$	876,581.00		\$105,419.00	\$	43,829.05
	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
Water & Wastewater Equipment Total						\$	17,707.00	\$	17,707.00	\$	-	\$	-	100%	\$	17,707.00		\$0.00	\$	885.35
Project Totals						\$	2,556,271.00	\$	1,392,323.00	\$	436,180.00	\$	348,311.00	85%	\$	2,176,814.00	\$	379,457.00	\$	108,840.70



No material may be returned to Smith & Loveless for credit or replacement without a return goods authorization.
Contact Parts Dept., 800-922-9048 option 5.

SALES ORDER NO. 3R02190		DATE INVOICED 03/06/23	
PACKING SLIP NO. 3R02190*1		DATE SHIPPED 03/06/23	
CUSTOMER PURCHASE ORDER NO. 22K05SP			
SALES REPRESENTATIVE RAY LINDSEY CO		CODE WA	
SHIPPED VIA COMMERCIAL CARRIER		PPD X	COL
PAYMENT TERMS NET 30		TAX X	TAX CODE A1

ss for

SOLD TO	10*29516 CROSSLAND HEAVY CONTRACTORS 501 SOUTH .E AVENUE P.O. BOX 350 COLUMBUS KS 66725 USA	SHIP TO	10*29516 CROSSLAND HEAVY CONTRACTORS 29366 W 347TH STREET OSAWATOMIE, KS 66064 USA
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ITEM	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	TOTAL PRICE
001	3R_DEWATER OSAWATOMIE, KS RETROFIT DEWATERING EQUIP MENT ** Serial Number(s) ** 3R02190	1	1		\$68,922.00	\$68,922.00

Smith & Loveless, Inc.
Attn: A/R
14040 Santa Fe Trail Drive
Lenexa, KS 66215-1284

ATTN: If we have charged State and local sales taxes, and you are tax exempt, please forward with your remittance a copy of your exemption certificate.

SUBTOTAL	68,922.00
DISCOUNT	0.00
TAX	0.00
Credit	0.00
US Dollars	68,922.00

12

Osawatomet WWTP Improvements Update 3.31.23			Classic Schedule Layout				31-Mar-23 10:50																		
Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
22K05SP Update 3.31 Osawatomet WWTP Improvements I							04-Oct-22																		
22K05SP Update 3.31.1 Baseline Construction Schedule							04-Oct-22																		
22K05SP Update 3.31.1.5 MILESTONES							04-Oct-22																		
A1000 Notice to Proceed - Submittals							◆ Notice to Proceed - Submittals, 11-Apr-22A																		
A1030 Mobilization							◆ Mobilization, 29-Aug-22A																		
A1160 Notice to Proceed - Calendar Days							◆ Notice to Proceed - Calendar Days, 29-Aug-22A																		
A1040 Substantial Completion							◆ Substantial Completion, 06-Sep-23																		
A1050 Final Completion							◆ Final Completion, 04-Oct-23																		
22K05SP Update 3.31.1.2 CRITICAL SUBMITTALS							12-Oct-22A, 22K05SP Update 3.31.1.2 CRITICAL SUBMITTALS																		
A1010 Rotary Lobe Blowers - Atlas Copco							Rotary Lobe Blowers - Atlas Copco																		
A1060 Chemical Feed Equipment - Fluid Equipment							Chemical Feed Equipment - Fluid Equipment																		
A1070 Grit Dewatering Equipment - Smith & Loveless							Grit Dewatering Equipment - Smith & Loveless																		
A1080 SBR Equipment - Xylem							SBR Equipment - Xylem																		
A1090 UV Equipment - Suez							UV Equipment - Suez																		
22K05SP Update 3.31.1.3 MATERIAL PROCUREMENT							31-Jul-23, 22K05SP Update 3.31.1.3 MATERIAL PROCUREMENT																		
A1100 Chem Feed Equipment - Fluid Equipment							Chem Feed Equipment - Fluid Equipment																		
A1110 Grit Dewatering Equipment - Smith & Loveless							Grit Dewatering Equipment - Smith & Loveless																		
A1020 Rotary Lobe Blowers - Atlas Copco							Rotary Lobe Blowers - Atlas Copco																		
A1130 UV Equipment - Suez							UV Equipment - Suez																		
A1640 Siemens Electrical Panelboards -AWAITING CONFIRMATION OF DELIVERY							Siemens Electrical Panelboards -AWAITING CONFIRMATION OF DELIVERY																		
A1120 SBR Equipment - Xylem (Mechanical Equipment Pre-Released)							SBR Equipment - Xylem (Mechanical Equipment Pre-Released)																		
A1630 SBR VFD's - Xylem							SBR VFD's - Xylem																		
22K05SP Update 3.31.1.4 CONSTRUCTION PHASE							04-Oct-23																		
22K05SP Update 3.31.1.4.0 Sludge Removal - PFHB							10-Apr-23, 22K05SP Update 3.31.1.4.0 Sludge Removal																		
A1420 Sludge Removal - Peak Flow Holding Basin							■ Sludge Removal - Peak Flow Holding Basin																		
22K05SP Update 3.31.1.4.6 Site Piping							24-Nov-22A, 22K05SP Update 3.31.1.4.6 Site Piping																		
A1470 Install Chemical Feed Piping and Manhole							■ Install Chemical Feed Piping and Manhole																		
A1460 Install 4"WAS Piping							■ Install 4"WAS Piping																		
22K05SP Update 3.31.1.4.1 U.V. Building							21-Apr-23, 22K05SP Update 3.31.1.4.1 U.V. Building																		
A1380 Excavate & Install Flume Structure & Manhole							Excavate & Install Flume Structure & Manhole																		
A1500 **SET-UP BYPASS PUMPING**							**SET-UP BYPASS PUMPING**																		
A1480 Install New UV Effluent Piping							Install New UV Effluent Piping																		
A1490 Tie-In to Existing Effluent Line							Tie-In to Existing Effluent Line																		
A1150 Excavate Building Footings							Excavate Building Footings																		
A1140 Form, Reinforce, Pour U.V. Foundation & Slab							Form, Reinforce, Pour U.V. Foundation & Slab																		
A1510 Install Metal Building & Roof							Install Metal Building & Roof																		
A1220 Install Overhead Door							Install Overhead Door																		
A1180 Install Doors & Window							Install Doors & Window																		
A1190 Interior Electrical Work							Interior Electrical Work																		
A1210 Install Jib Crane							Install Jib Crane																		
A1540 Install Duct Bank							Install Duct Bank																		
A1200 Install UV Equipment & Accessories							Install UV Equipment & Accessories																		
A1650 Install Control Panels							Install Control Panels																		
A1240 Start-Up & Commissioning U.V. Equipment							Start-Up & Commissioning U.V. Equipment																		
A1250 Handrail Modifications							Handrail Modifications																		
22K05SP Update 3.31.1.4.2 SBR Treatment Basins							06-Sep-23, 22K05SP Update 3.31.1.4.2 SBR Treatment Basins																		
A1520 Pump MLSS to FEQ Basin							Pump MLSS to FEQ Basin																		

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

◆ Milestone

summary

Page 1 of 2

TASK filter: All Activities

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Osawatomie WWTP Improvements Update 3.31.23			Classic Schedule Layout					31-Mar-23 10:50																	
Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
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INVOICE NO. 29

April 5, 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 **March** as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	100.0%	\$92,000.00
3. Bidding and Negotiating Phase	\$20,000.00	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	\$ 150,042.34	64%
Work Previously Billed	\$ 115,822.96	
Subtotal	\$34,219.38	

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: \$34,219.38

Sincerely,

BG CONSULTANTS, INC.

Paul C Owings

Paul Owings, P.E.
Project Engineer

Construction Administration and Observation

Position	Hours/Miles/Units	Hourly Rate	Total Cost	
Principal		\$	244.00	\$ -
Project Engineer 4	26.0	\$	192.00	\$ 4,992.00
Project Engineer 3	12.0	\$	178.00	\$ 2,136.00
Project Engineer 1		\$	152.00	\$ -
Design Engineer		\$	130.00	\$ -
Architect		\$	185.00	\$ -
Design Architect		\$	117.00	\$ -
Technician II		\$	99.50	\$ -
Senior Construction Observer	3.0	\$	146.00	\$ 438.00
Certified Construction Observer	219.8	\$	121.00	\$ 26,589.75
Drexel Planroom Expense		\$	201.56	\$ -
Mileage	101.0	\$	0.63	\$ 63.63
		Total	\$	34,219.38

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

April 4, 2023

INVOICE #9

Re: 2023 Osawatomie Water Distribution Improvements
 Osawatomie, Kansas

BG Project No. 22-1195L

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

This Invoice is for services performed during the month of March 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	0.00%	\$ -
Construction Phase.....	\$ 229,000.00	0.00%	\$ -
Post-Construction.....	\$ 15,000.00	0.00%	\$ -
		Subtotal #1 =	\$ 518,605.20

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).....	\$ 518,605.20
Less Previous Amount Billed (Thru Invoices: #8).....	\$ 513,081.00
Total Amount Owed this Invoice.....	\$ 5,524.20
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 5,524.20

TOTAL AMOUNT DUE THIS INVOICE	\$ 5,524.20
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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

April 6, 2023

INVOICE #2

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 March 2023 as follows:

	Lump Sum Amount	% Complete	Subtotal
<u>Design Phase Services</u>			
Design Services (Lump Sum Fee).....	\$ 214,200.00	1.00%	\$ 2,142.00
		Subtotal #1 =	\$ 2,142.00
Total Professional Services Billed Thru this Invoice.....			\$ 4,069.80
Contract Value of Professional Services Remaining.....			\$ 210,130.20

Reimbursable Expenses

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

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 2,142.00
Less Previous Amount Billed (Thru Invoices: #1).....	\$ 1,927.80
Total Amount Owed this Invoice.....	\$ 214.20
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 214.20

TOTAL AMOUNT DUE THIS INVOICE	\$ 214.20
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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

Attn: Bret Glendening, Deputy City Manager

439 Main Street

April 6, 2023

INVOICE #14

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 March 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	80.75%	\$ 614,103.75
		Subtotal #1 =	\$ 614,103.75
Contract Value of Design Phase Services Remaining.....			\$ 146,396.25

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).....	\$ 614,103.75
Less Previous Amount Billed (Thru Invoices: #13).....	\$ 577,507.65
Total Amount Owed this Invoice.....	\$ 36,596.10
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 36,596.10

TOTAL AMOUNT DUE THIS INVOICE	\$ 36,596.10
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For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,

Diane Rosebaugh

Diane Rosebaugh, P.E.

Project Manager | Associate Principal

CITY OF OSAWATOMIE

439 Main Street
PO Box 37
Osawatomie, KS 66064

Phone: (913) 755-2146
Fax: (913) 755-4164
cityclerk@osawatomieks.org

2023

APPLICATION FOR FIREWORKS DISPLAY PERMIT

Chapter 7, Article 3, Subsection 306 of 2010 Municipal Code

Purpose of Event Annual City of Osawatomie Public Fireworks Display

Applicant's Name City of Osawatomie

Address PO Box 37, Osawatomie, KS 66064

Phone Number 913-755-2146 Emergency Number 913-755-2101

Name of Public Fireworks Display Operator Dan Macek

Kansas State Fire Marshal License Number MIFDO006

Date & Time of Discharge July 1, 2023 at dusk

Site Address Osawatomie City Lake

Supplier Name Aerial FX, Inc. Phone Number 816-238-2800

Address 121 SE Turner Road, St. Joseph, MO 64504

Anticipated Need for Police, Fire or other City services _____

Tanker truck, firemen, police officers

Copies of the following, when applicable, are part of the application and must be received at least 30 days prior to the date of the display to be eligible for consideration:

Certificate of Insurance
Detailed Site Plan
Display Operators License

Type and Number of Fireworks - detailed list
Payment of Permit Fee

Applicant's Signature [Signature] Date 4-3-2023

FOR OFFICE USE ONLY

Date of Application 3-Apr-23
Receipt Number NA

Cash NA Check # NA

NA Certificate of Insurance
NA Detailed Site Plan

NA Display Operators License
NA Type & Number of Fireworks - detailed list

NA Council Approval Date
NA Fire Chief Approval Date
NA Utility Distribution Supervisor Approval
NA Permit Approved by City Clerk

Signature NA
Signature NA
Signature NA

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL OPERATING	MISCELLANEOUS ADT SOLAR	ADT SOLAR:BUILDING PERMIT	411.45
		OSAWATOMIE GOLF COURSE	FEBRUARY 2023 - M SCANLON	<u>120.00</u>
			TOTAL:	531.45
ADMINISTRATION	GENERAL OPERATING	CINTAS FIRE PROTECTION	FIRE EXTINGUSHER INSPECTIO	497.62
		ELLIOTT INSURANCE INC.	BOND RENEWALS	300.00
			KLINE BOND RENEWAL	100.00
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	82.27
			UTILITY BILLS 01/2023	768.55
			UTILITY BILLS 01/2023	29.14
		NAVRAT'S OFFICE PRODUCTS INC	COPY PAPER	222.50
			LASER CHECKS - AP	426.62
		FIRST OPTION BANK	MOBILE DEVICE MANAGMENT	0.01
			BACKUP FOR WEBSITE	8.95
			DOMAIN RENEWAL FEE	9.15
			WEBSITE HOSTING	62.00
			SECURITY CAMERA RECORDING	14.99
			INTERNET WEB HOSTING	9.99
			EXTENDER, TERMINATOR, SENS	22.45
			CITY CLERK MEMBERSHIPS	150.00
			ALPINE MOP SET	69.20
			PRIME MEMBERSHIP	179.00
			ZEP STAINLESS STEEL	19.52
			URINAL CLEANER	34.82
		FIRST PLACE TROPHIES LARRY E. HOOVE	2X10 WOODGRAIN PLATE COUNC	15.00
		FAMILY CENTER FARM & HOME	NUTS, BOLTS, MISC HARDWARE	20.28
			BIT MASONRYS	10.98
		KANSAS GAS SERVICE	GAS SERVICES	4,602.07
		LEAGUE OF KS MUNICIPALITIES	CITY FUNDAMENTALS TRAINING	50.00
		RURAL WATER DIST. #1	RURAL WATER SERVICE	18.00
		AT&T MOBILITY	PHONE SERVICE	52.60
		QUILL CORPORATION	STAPLES & RING BOOK	25.05
			TISSUES	35.62
			ADD MACHINE ROLL	14.72
		CITY ATTORNEYS ASSOC OF KS	2023 MEMBERSHIP DUES	35.00
		MISCELLANEOUS ART BY LYNNSEY	ART BY LYNNSEY:MOCKUP REVA	100.00
		PETERS II, WILLIAM F	PETERS II, WILLIAM F:CONCE	100.00
		ELLIOT, BETHANY	ELLIOT, BETHANY:DESIGN CON	100.00
		SHIPLEY, MARILYN	SHIPLEY, MARILYN:ASSISTANC	250.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	105.00
		RESERVE ACCOUNT	POSTAGE	2,500.00
		NPG NEWSPAPERS INC	COUNCIL VACANCY AD	370.00
			CL LEGAL ADV	305.25
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	40.00
			SHIRTS	703.90
		TALLEY, DEBBIE	MH CUSTODIAN - FEB 2023	375.00
			03/23 - MEMORIAL HALL CLEA	375.00
		CITY ELECTRICAL SUPPLY COMPANY	LIGHTS FOR CITY AUDITORIUM	1,529.82
		CITYCODE FINANCIAL LLC	2023 ANNUAL FEE	1,250.00
		VERIZON WIRELESS	PHONE & INTERNET	41.37
		WASTE MANAGEMENT	REFUSE SERVICES	18.88
		KSFIBERNET	INTERNET SERVICES	411.44
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT - FEB 2023	2,727.00
			MUNICIPAL COURT - MARCH 20	2,727.00
		FAMILY MEDICINE CLINICS OF MCMC	PREEMPLOYMENT PHYSICAL	47.00
		RICOH USA, INC.	COPIES	657.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COPIES	58.98
		RICOH USA, INC.	COPIER LEASE	128.31
		REDISHRED KANSAS INC.	SHREDDING SERVICES	33.99
		EVERGY	UTILITY BILL	56.15
		ADCOMP SYSTEMS, INC.	ANNUAL REMOTE SUPPORT	5,832.72
			CORRECTION FOR BREAKDOWN	5,832.72-
		KANSAS ASSOCIATION OF CITY/COUNTY MANA	2023 FULL KACM DUES	200.00
		NITEL, INC.	PHONE SERVICES	1,177.02
		PAYCHEX	PAYROLL SERVICE - 02/10/20	592.89
			PAYROLL SERVICES - 02/24/2	687.10
			PAYROLL SERVICES - 02/24/2	241.19
		SCANLON, MICHAEL	REIMBURSEMENT - JANUARY 20	170.30
			REIMBURSEMENT - ICMA/ENER	1,500.68
		MOON, SAMANTHA	REIMBURSEMENT - TRAIL APP	164.49
			REIMBURSEMENT LOCAL GOV 10	87.32
		BLACK HILLS ENERGY READY	NATURAL GAS - JAN 2023	82.15
			GAS SERVICES	65.82
		LAUBER MUNICIPAL LAW, LLC	CITY ATTORNEY - JAN 2023	1,015.00
			CITY COUNCIL MEETINGS JAN	1,207.50
		BRADLEY, KARI	MILEAGE REIMBURSEMENT	10.22
			REIMBURSEMENT	49.78
		ROUSE FRETS WHITE GOSS GENTILE RHODES,	LEGAL SERVICES	770.00
			LEGAL SERVICES	935.00
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	662.91
			TOTAL:	32,517.35
CODES ENFORCEMENT	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	REPAIRED BATTERY TERMINIAL	15.00
		CINTAS FIRE PROTECTION	FIRE EXTINGUSHER INSPECTIO	497.62
		FIRST OPTION BANK	BEAUDRY MEMBERSHIP	145.00
			INSPECTOR STUDY GUIDES	138.00
			LIGHTING	259.47
		MIAMI LUMBER INC.	HOSE CLAMP, SCREW, SHIMS,	451.99
		OSAWATOMIE PET CLINIC	EXAM - AMOXI & BOARDING	121.00
		RURAL WATER DIST. #1	RURAL WATER SERVICE	18.05
			RURAL WATER SERVICE	66.71
		PAT'S SIGNS	FOAM CORE BLANKS	36.00
		VERIZON WIRELESS	PHONE & INTERNET	127.75
		ZINGRE AND ASSOCIATES PA	540 MAIN GRANT PROJECT	1,680.40
		DREXEL TECHNOLOGIES INC	CAT LINE DRAWING	155.92
		EVERGY	UTILITY BILL	390.04
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET T2600 MFP	195.00
		WATERS HARDWARE	PVC ELBOW & COUPLING	6.94
			BLK SOCKET ADAPTER & SHOP	34.98
		WEX BANK - ENTERPRISE P66	FUEL	185.91
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	12.26
			TOTAL:	4,538.04
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	TIRE BALANCE	7.84
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	1,059.06
		O'REILLY AUTO PARTS	IGNITION COIL	62.18
			TIMING CHAIN, GASKET, MANI	279.98
			IGNITION COIL	31.09-
			WATER PUMP, CHAIN TENS	83.25-
			MICRO-V BELT & SEAL	29.48
			OIL FILLER, SPARK PLUG	51.60
			IGN COIL	39.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FILTERS, ROTOR, CORES	543.89
			PIN BOOT KIT	18.00
			SEMI-MET PAD	83.36
			AIR FILTER, CABIN FILTER	43.41-
		FIRST OPTION BANK	PIZZA	64.32
			INSTRUCTOR POLOS	200.00
			ISELE TRAINING	250.00
			HALL TRAINING	250.00
			WEEKLY PLANNER	22.90
			HEADLIGHT BALLAST	43.74
			CLEVIS, SWING CHAIN	206.50
			NOTARY STAMP	26.21
		FAMILY CENTER FARM & HOME	COVER GANG WHIT PLATE	2.96
		KANSAS GAS SERVICE	GAS SERVICES	122.00
		LOUISBURG FORD SALES INC.	W712610-S439 STUD	11.28
		AT&T MOBILITY	PHONE SERVICE	460.92
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	239.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	80.00
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	387.60
		ARROWHEAD SCIENTIFIC INC ARROWHEAD FOR	GLOVES EVIDENCE BAGS	433.25
			DRUG TEST KITS	360.31
		WASTE MANAGEMENT	PD REFUSE	30.18
		FBI-LEEDA	2023 ANNUAL DUES	50.00
			2023 ANNUAL DUES	50.00
		POMP'S TIRE SERVICE INC	FIREHAWK PURSUIT 255/60VR1	122.18
		REDISHRED KANSAS INC.	SHREDDING SERVICES	33.99
		TOSHIBA FINANCIAL SERVICES	COPIES - OVERAGES	294.33
			COPIER FOR PD	186.75
		TRANSUNION RISK & ALTERNATIVE	PERSONS SEARCH	134.60
		OPTIMUM	CABLE SERVICES	14.86
		WEX BANK - ENTERPRISE P66	FUEL	3,111.20
			FUEL	96.17-
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>1,237.97</u>
			TOTAL:	10,348.46
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	245.06
		KANSAS GAS SERVICE	GAS SERVICES	792.27
		QUILL CORPORATION	QUILL HD SHEET PROTECTORS	31.53
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	45.00
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>12.26</u>
			TOTAL:	1,126.12
STREETS & ALLEYS	GENERAL OPERATING	CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.62
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	51.91
			UTILITY BILLS 01/2023	169.77
			UTILITY BILLS 01/2023	1.62
			UTILITY BILLS 01/2023	689.81
		COLEMAN EQUIPMENT INC.	SEAL KIT FOR 850-304C	198.85
		O'REILLY AUTO PARTS	BATTERY & CORE CHARGE	117.49
			BLOWER RESISTOR	29.35
			CORE RETURN RESISTOR BLOWE	51.35-
			RADIATOR	225.14
			FAN CLUTCH	51.02
			THERMOSTAT	9.45
		FIRST OPTION BANK	URBAN STORMWATER CONF	200.00
			KS ARBORIST CONF	45.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KC BOBCAT	PULLEY	115.58
			JOINT	58.61
		FAMILY CENTER FARM & HOME	TAMPER STOPRUST, PRUNER	42.99
		KANSAS GAS SERVICE	GAS SERVICES	767.08
		MIAMI LUMBER INC.	ALL PURPOSE SAND - 50 LBS	50.30
			CREDIT MEMO CORRECTION	60.96-
			CREDIT MEMO CORRECTION	40.24-
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	85.00
		AMERICAN TEXTILE MILLS	WIPER CLOTHS	223.96
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	202.50
		APPLIED MAINTENANCE SUPPLIES	CRP & SDR BUTT CON GLO MIN	299.01
		KRANZ OF KANSAS CITY	SWITCH CONSOLE TERMINAL	40.44
		VERIZON WIRELESS	PHONE & INTERNET	120.03
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
		NORTHERN TOOL & EQUIPMENT	1 YEAR ADVANTAGE	8.00
		HAMM INC.	BEDDING & FILLER STONE	689.21
		WEX BANK - ENTERPRISE P66	FUEL	674.09
		MILLER AUTO SUPPLY	HYD HOSE FITTINGS	105.75
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	457.09
			TOTAL:	6,148.04
PARKS & CEMETERIES	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	SP-35 MOWER BATTERY	49.95
			3 TIRE DISPOSALS	10.50
		CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.62
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	51.91
			UTILITY BILLS 01/2023	169.77
			UTILITY BILLS 01/2023	98.99
			UTILITY BILLS 01/2023	8.10
		O'REILLY AUTO PARTS	PWR RTD BELT V BELT	26.61
		FIRST OPTION BANK	URBAN STORMWATER CONF	200.00
			KS ARBORIST CONF	45.00
		FAMILY CENTER FARM & HOME	NUTS, PLIER, CARABINDER, B	38.87
			TAMPER STOPRUST, PRUNER	43.14
			KEY STANDARD SINGLE CUT	3.38-
			PRUNER PAINT OLD OLVER SPR	34.56
			CONNECTOR 6-WAY ROUND	19.98
			CONNECTOR 6-WAY ROUND	19.98-
			BOOT-RODEO BROWN	149.99
			NUTS, BOLTS, MISC HARDWARE	1.24
		LOUISBURG FORD SALES INC.	PIN RETAINING 8 MOULDING	74.63
		RURAL WATER DIST. #1	RURAL WATER SERVICE	18.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	15.00
		PAT'S SIGNS	BANNER STAND & BANNER TRAI	117.00
			CAMPING SIGN	27.75
		QUILL CORPORATION	HP 61XL HYBL/61 ST TRI CLR	64.46
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	202.50
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL - JANUARY 20	440.00
			TOILET RENTAL - FEBRUARY 2	440.00
		VERIZON WIRELESS	PHONE & INTERNET	40.01
		BELSON OUTDOORS LLC	30 GAL EXPOSED AGGREGATE	141.40
		WASTE MANAGEMENT	TRIP TO DUMP - PALLETS	30.28
			REFUSE SERVICES	73.92
		EVERGY	UTILITY BILL	21.05
		E. EDWARDS, INC.	CLOTHING - GODFREY	326.80
		NORTHERN TOOL & EQUIPMENT	1 YEAR ADVANTAGE	8.00
		THE GROUND GUYS OF OLATHE	FEB 2023 MONTHLY MAINTEN	13,762.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MCCREA MANAGEMENT LLC	FEB MONTHLY FEE	500.00
		WEX BANK - ENTERPRISE P66	FUEL	501.34
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	377.93
			FEB 2023 - IT SERVICES	<u>457.09</u>
			TOTAL:	19,062.58
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	588.23
		KANSAS GAS SERVICE	GAS SERVICES	933.23
		FELD FIRE	AIR ANALYSIS FILTER	1,591.37
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	62.50
		WASTE MANAGEMENT	REFUSE SERVICES	22.26
		WEIS FIRE & SAFETY EQUIPMENT, LLC.	HANDLELOK BRACKET	83.90
			HANDLELOK BRACKET	41.95
		MOTOROLA SOLUTIONS, INC.	CHARGER SINGLE UNIT PLUG	610.44
		ESO SOLUTIONS, INC.	GOOGLE MAPS & ACTIVE 911	473.34
		WEX BANK - ENTERPRISE P66	FUEL	157.25
		MILLER AUTO SUPPLY	CORE DEPOSIT 6 WTY BATT	649.36
			BATTERY - CORE DEPOSIT	144.00-
		COMMENCO	PROGRAMMING RAIDIOS	460.00
		JERRY INGRAM FIRE & RESCUE	BULLARD HELMET EYE SHIELD	<u>448.95</u>
			TOTAL:	5,978.78
MUNICIPAL COURT	GENERAL OPERATING	ELLIOTT INSURANCE INC.	BOND RENEWALS	100.00
		KANSAS STATE TREASURER	JANUARY 2023 - BATCH 74091	1,090.00
		KACM	MEMBERSHIP RENEWAL -00467	50.00
		HARTLEY LAW GROUP, LLC	COURT APPTS - JANUARY 2023	1,600.00
			FEB 2023 - COURT APPOINTME	1,600.00
		LAUBER MUNICIPAL LAW, LLC	CITY PROSECUTOR JAN 2023	7,995.50
		CLYDE & WOOD, LLC	ASSIGNED COUNCIL	70.00
			ASSIGNED COUNCIL	84.00
			ASSIGNED COUNCIL	140.00
			ASSIGNED COUNSEL	49.00
			ASSIGNED COUNCIL	35.00
			ASSIGNED COUNCIL	56.00
			ASSIGNED COUNCIL	126.00
			ASSIGNED COUNCIL	161.00
			ASSIGNED COUNCIL	84.00
			ASSIGNED COUNCIL	112.00
			ASSIGNED COUNCIL	42.00
			ASSIGNED COUNCIL	35.00
			ASSIGNED COUNCIL	112.00
			ASSIGNED COUNCIL	98.00
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>12.26</u>
			TOTAL:	13,651.76
LIBRARY	GENERAL OPERATING	CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.63
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	322.92
		FIRST OPTION BANK	BOOKS	37.11
			BOOKS	19.97
			DVDS	46.36
			PROGRAM MATERIALS	13.99
			POPCORN BAGS	11.22
			COCONUT OIL	15.30
			BOOKS	16.95
			BOOKS	26.27
			CARD STOCK	22.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COPY PAPER	37.99
			SNACKS FOR PROGRAM	5.00
		KANSAS GAS SERVICE	GAS SERVICES	326.53
		BAKER & TAYLOR	BOOKS	176.96
			BOOKS	90.79
			BOOKS	332.77
			BOOKS	363.42
		NEKLS	COURIER LIBRARY	1,700.00
			PATRON CARDS	54.00
			THERMAL PAPER RECEIPT ROLL	10.60
		DEMCO INC	JACKET COVES & LABEL PROTE	113.81
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	45.00
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	381.60
		OSAWATOMIE ROTARY CLUB	MORGAN MENEFEE DUES 2023	120.00
		T MOBILE	PHONE & HOTSPOT SERVICE	154.55
			HOTSPOT - INTERNET	154.55
		WASTE MANAGEMENT	REFUSE SERVICES	65.44
			RECYCLING LIBRARY	10.61
		MIDWEST TAPE	DIGITAL MEDIA	349.56
		KWIKOM COMMUNICATIONS	INTERNET - LIBRARY	95.00
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	37.79
			TOTAL:	5,656.68
TECHNOLOGY	GENERAL OPERATING	AT&T MOBILITY	PHONE & INTERNET SERVICES	511.46
		SHI INTERNATIONAL CORP	FORTINET SUPPORT MAINT	503.92
		RICOH USA, INC.	PRINTER RENTAL	260.47
		RICOH USA, INC.	PRINTER RENT	82.66
		NEXTIVA, INC.	PHONE & INTERNET	1,147.74
		TOSHIBA FINANCIAL SERVICES	PRINTER RENTAL	186.75
			TOTAL:	2,693.00
WATER ADMINISTRATION	WATER	WASTE MANAGEMENT	REFUSE SERVICES	73.92
		KPERS	02/10/2023 - KPERS & AFTER	566.19
			02/24/2023 - KPERS & AFTER	511.91
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	153.69
			02/24/23 - ICMA	138.65
		EFTPS	02/10/2023 - EFTPS	436.05
			02/24/2023 - EFTPS	390.86
		POSTALOCITY.COM	POSTAGE	900.00
		ADCOMP SYSTEMS, INC.	ANNUAL REMOTE SUPPORT	1,458.18
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	1,994.06
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	87.64
			FEBRUARY 2023 - INSURANCE	22.84
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	91.42
			TOTAL:	6,825.41
WATER TREATMENT	WATER	BREWER'S AUTOMOTIVE REPAIR INC	MASTERCRAFT TIRES 235-75R1	375.72
		CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.62
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	8,014.04
			UTILITY BILLS 01/2023	140.90
		O'REILLY AUTO PARTS	GATES MICRO-V SERP	37.40
		FIRST OPTION BANK	HYDROSEAL VALVE O-RING	19.90
			SMALL WASTEWATER	122.00
			WATER OPERATOR PREP	99.00
			SMALL WASTEWATER	122.00
			WRANGLER PLANTS	22.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GARDEN HOSE	19.49
			FLEX HOSE	50.99
			ARIAT BOOTS	116.21
			WRANGER PANTS	25.49
			WORK BOOTS	123.74
			STORAGE LOCKER	289.98
			COFFEE	28.92
			WRANGLER PANTS	8.50
		KANSAS DEPT OF HEALTH & ENVIRO	T. WIYNINGER TEST FEE	25.00
			HAILY BURGOON TEST FEE	25.00
			HOWARD TESTING FEE	25.00
		WAL-MART CAPITAL ONE	WHT VNGR STERLT SPONGE	72.34
		USA BLUE BOOK	Blow Off Pump	3,249.95
			Freight	165.46
			SALICYLATE CYANURATE POWDE	432.35
			PVC DISCHARGE HOSE 3' X 50	239.01
		HAWKINS INC	Ammonia	705.93
			Freight	33.98
			Polymer	3,357.59
			Bleach	2,057.48
			Ammonia	874.00
			Freight	34.50
			Polymer	3,357.59
			Chlorine	1,870.44
			Roller Assembly	87.64
			Roller Assembly	80.00
		VERIZON WIRELESS	PHONE & INTERNET	220.74
		WASTE MANAGEMENT	REFUSE SERVICES	37.65
		KPERS	02/10/2023 - KPERS & AFTER	864.91
			02/24/2023 - KPERS & AFTER	977.27
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	25.62
			02/24/23 - ICMA	296.63
		EFTPS	02/10/2023 - EFTPS	676.71
			02/24/2023 - EFTPS	783.66
		R. E. PEDROTTI CO., INC.	ASSEMBLY REGULATOR SERVICE	1,155.73
			PROGRAMMING RECORDING SERV	488.00
		NORTHERN TOOL & EQUIPMENT	1 YEAR ADVANTAGE	7.99
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	2,817.25
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	21.00
			FEBRUARY 2023 - INSURANCE	123.69
			FEBRUARY 2023 - INSURANCE	35.72
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	400.40
			TOTAL:	35,741.04
WATER DISTRIBUTION	WATER	UTILITY SERVICE COMPANY INC	East Tower Inspectio	12,374.32
			West Tower Inspectio	6,980.39
		CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.63
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	51.91
			UTILITY BILLS 01/2023	47.11
			CORRECTION	47.11-
			CORRECTION	47.11
		FIRST OPTION BANK	KS ARBORIST CONF	279.00
		FAMILY CENTER FARM & HOME	PROTEIN TUB & BOOTS	365.93
			PROTEIN TUB SPEC RETURN	65.95-
			YARD HYDRANT REPAIR KIT	23.99
			HYDRANT FROST PROOF	140.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHOE, MALE ADAPTER, ELBOW	119.99
			SHOE, MALE ADAPTER, ELBOW	11.97
			MINERAL OIL ICE MAKER KIT	40.99
		MIAMI LUMBER INC.	FIBERGLASS SAW BLD	50.98
		MIAMI COUNTY HEALTH DEPT.	HEP B VACCINATIONS	140.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	35.00
		OIL PATCH PUMP & SUPPLY INC	NIPPLE COUPLER REDUCER TAP	35.37
			TAPE TEFLON	3.03
		SMITTYS LAWN & GARDEN EQUIP	STARTER ASSY NH1	49.12
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.80
		AMERICAN TEXTILE MILLS	WIPER CLOTHS	223.96
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	246.75
		GERKEN RENT-ALL INC	TRASH PUMP HOSE SUCTION	1,278.49
			AIR COMPRESSOR TOWABLE	1,303.22
		VERIZON WIRELESS	PHONE & INTERNET	60.70
			PHONE & INTERNET	39.99
		CORE & MAIN LP	4 HYMAX 2 FLIP 6X15 REP CL	1,487.14
			HYMAX & REP CLPS	1,764.12
			6 MJ 90 C153 IMP FRIPRING	1,356.88
			S70-803 8X3/4 CC BRS SAD	355.56
		WINDTRAX INC	QUARTER ONLY COIN AC	53.20
		KPERS	02/10/2023 - KPERS & AFTER	303.63
			02/24/2023 - KPERS & AFTER	323.13
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	9.38
			02/24/23 - ICMA	84.38
		EFTPS	02/10/2023 - EFTPS	237.23
			02/24/2023 - EFTPS	258.80
		LLOYD HAROLD	SERVICE CALL TRANSDUCER	925.00
		PENNY'S AGGREGATES, INC.	KDOT FLOWABLE SHORT LOAD	555.80
		HAMM INC.	BEDDING & FILLER STONE	1,099.35
		WATERS HARDWARE	MINERAL OIL, PRESSURE GAUG	43.74
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	660.14
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	16.80
			FEBRUARY 2023 - INSURANCE	64.00
			FEBRUARY 2023 - INSURANCE	16.46
		WEX BANK - ENTERPRISE P66	FUEL	610.68
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	275.75
			TOTAL:	34,852.85
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS CHESHIRE, DEBORAH	01-249200-05	21.65
		WARNER, RYAN	01-152500-41	247.43
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE - KIOSK	59.00
			TOTAL:	328.08
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	JAN 2023 - COMP USE SALES	975.00
			JAN 2023 - UTILITIES SALES	110.64
			JAN 2023 - UTILITIES SALES	4,732.25
			JAN 2023 - UTILITIES SALES	4,056.21
			JAN 2023 - UTILITIES SALES	5,438.90
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	37.50
		KPERS	02/10/2023 - KPERS & AFTER	584.47
			02/24/2023 - KPERS & AFTER	530.48
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	153.42
			02/24/23 - ICMA	138.38
		EFTPS	02/10/2023 - EFTPS	448.05
			02/24/2023 - EFTPS	403.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTALOCITY.COM	POSTAGE	2,600.00
		ADCOMP SYSTEMS, INC.	ANNUAL REMOTE SUPPORT	2,916.36
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	2,120.49
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	96.82
			FEBRUARY 2023 - INSURANCE	25.06
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	91.42
			TOTAL:	25,458.58
ELECTRIC PRODUCTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	MASTERCRAFT TIRES 235-75R1	375.72
		CINTAS FIRE PROTECTION	FIRE EXTINGUSHER INSPECTIO	497.62
		FIRST OPTION BANK	WRANGLER PLANTS	7.63
			ARIAT BOOTS	38.74
			WRANGER PANTS	8.50
			WORK BOOTS	41.25
			WRANGLER PANTS	25.49
		KMEA	EMP1 - JANUARY 2023	21,179.66
			EMP1 - JANUARY 2023	13,397.46
			WAPA HYDRO - JANUARY 2023	8,328.47
		KANSAS GAS SERVICE	GAS SERVICES	68.75
			GAS SERVICES	5,713.58
		MISCELLANEOUS LACEY, DAVID & CASIE	LACEY, DAVID & CASIE:SOLAR	60.99
		BELLINGER, MICHAEL	BELLINGER, MICHAEL:SOLAR R	45.34
		VERIZON WIRELESS	PHONE & INTERNET	220.74
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
			REFUSE SERVICES	37.65
		KASPER AUTO PARTS	OIL FILTER & ALTERNATOR	110.29
			NAPA HEAVY DUTY 30QT	95.88
		KPERS	02/10/2023 - KPERS & AFTER	104.67
			02/24/2023 - KPERS & AFTER	114.91
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	3.66
			02/24/23 - ICMA	42.38
		EFTPS	02/10/2023 - EFTPS	82.08
			02/24/2023 - EFTPS	92.63
		EVERGY	UTILITY BILL	47.24
		NORTHERN TOOL & EQUIPMENT	1 YEAR ADVANTAGE	8.00
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	360.75
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	16.15
			FEBRUARY 2023 - INSURANCE	4.68
		WEX BANK - ENTERPRISE P66	FUEL	265.64
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	400.40
			TOTAL:	25,075.95
ELECTRIC DISTRIBUTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	REPLACE STEERPING PUMP	251.23
		CINTAS FIRE PROTECTION	FIRE EXTINGUSHER INSPECTIO	497.62
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	324.93
			UTILITY BILLS 01/2023	47.11
		O'REILLY AUTO PARTS	EXT DR HANDLE	39.08
			BLOWER MOTOR	56.05
			CORE RETURN BLOWER MOTOR	66.05
		FIRST OPTION BANK	LITHIUM BATTERY	20.49
			UPRR	755.00
		FAMILY CENTER FARM & HOME	BOLTS FOR METER LIDS	13.72
			NUTS, BOLTS, PARTS	246.48
			BULBS & HOSES	56.46
			STRAINER PEX HOSE CLAMP RE	277.69
			NOZZLE QUICK RIGID GATE CL	56.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIAMI COUNTY TREASURER	2023 VEHICLE REGISTRATION	1,364.25
		MIAMI LUMBER INC.	TORX BIT, SCREWS, MCQ TREA	106.79
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	20.00
		OIL PATCH PUMP & SUPPLY INC	CORE RETURN & BLOWER MOTOR	66.05-
		ALTEC INDUSTRIES INC	2014 Bucket Truck	100,000.00
			ROWDYS DIRTBALL CANVAS	661.83
			BODY SHELF STEEL DIVIDER L	302.06
			BODY SHELF ASSEMBLY ADJUST	556.79
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.80
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	46.95
		INDUSTRIAL SALES COMPANY INC	MARKING PAINT/GREEN & RED	160.36
		CITY ELECTRICAL SUPPLY COMPANY	LED40WT8/96/850-FA8-G9D	363.02
			45W/LED	1,550.10
		APPLIED MAINTENANCE SUPPLIES	QWIK STIK DRINK MIXES	130.88
			DRINK MIXES HEX FLAT LOCK	315.40
			QWIK STIK DRINK MIX	39.21
		TOTAL ELECTRIC CONTRACTORS INC	YELLOW LED BALL	147.64
		JEO CONSULTING GROUP INC	R200148.02 JAN 13 23 - SER	547.50
		VERIZON WIRELESS	PHONE & INTERNET	81.38
			PHONE & INTERNET	60.70
		ANIXTER INC	SLEEVE PIGTAIL COMP 4/0 AC	202.00
			POLY-SET 50LB KIT	1,274.87
			3/8" SM-250 GUY STRAND 3/8	373.00
			X-ARM FBRGLS HVY D BRACELE	643.70
			SWITCH M3D 15KV	2,254.25
			MOLDING GROUND WIRE 1/2"	1,555.00
			CONN COMP PIN TERM 4/0	462.15
			ARM D-END 8-FBRGLAS	1,998.63
			ARM D-END 8" FBRGLS	807.72
			CLAMP PARALLEL WASHER MULE	343.20
			CLAMP PARALLEL GROOVE MAIN	123.34
			BRKT CUTOUT XARM	280.90
		WHISTLE REDI-MIX INC	3500 A/E 50ASH WALLS TFG	508.00
		KPERS	02/10/2023 - KPERS & AFTER	679.54
			02/24/2023 - KPERS & AFTER	667.60
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	45.00
			02/24/23 - ICMA	120.00
		EFTPS	02/10/2023 - EFTPS	501.55
			02/24/2023 - EFTPS	497.61
		JERRY'S ELECTRIC, INC.	500 KVA pad mount	14,975.00
		WATERS HARDWARE	EMT CONDUIT/HANDY BOX	92.82
			DRAWN HANDY BOX & COVER	34.86
			80LB CONTRETE MIX	36.90
			80LB CONCRETE MIX	18.45
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	2,997.52
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	12.60
			FEBRUARY 2023 - INSURANCE	166.96
			FEBRUARY 2023 - INSURANCE	41.22
		WEX BANK - ENTERPRISE P66	FUEL	956.53
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	275.79
			TOTAL:	141,928.49
SEWER ADMINISTRATION	SEWER	KANSAS DEPT OF HEALTH & ENVIRO	LOAN PAYMENT	65,263.44
			LOAN PAYMENT	447.28
			LOAN PAYMENT	2,021.72
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KWIKOM COMMUNICATIONS	INTERNET SERVICES - SEWER	90.00
		KPERS	02/10/2023 - KPERS & AFTER	234.86
			02/24/2023 - KPERS & AFTER	231.67
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	8.25
			02/24/23 - ICMA	8.25
		EFTPS	02/10/2023 - EFTPS	173.77
			02/24/2023 - EFTPS	171.17
		POSTALOCITY.COM	POSTAGE	500.00
		ADCOMP SYSTEMS, INC.	ANNUAL REMOTE SUPPORT	1,458.18
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	1,029.13
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	48.98
			FEBRUARY 2023 - INSURANCE	12.52
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>16.87</u>
			TOTAL:	71,732.89
WWTP OPERATIONS	SEWER	CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIO	497.62
		CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	6,436.01
		FIRST OPTION BANK	KS ARBORIST CONF	399.00
		FAMILY CENTER FARM & HOME	BOOTS	129.99
			ROPE 1/4 X 100 TWISTED POL	5.79
			CEMENT RAIN GAUGE BRAID	43.92
		KANSAS DEPT OF HEALTH & ENVIRO	H.JUSTESEN TESTING	25.00
		KANSAS RURAL WATER ASSOC	BRUCE HURT 2023 REGISTRATI	180.00
		MIAMI LUMBER INC.	CREDIT MEMO CORRECTION	18.95-
			CREDIT MEMO CORRECTION	27.83-
		WALLIS LUBRICANT LLC	MOB LITH SHC 220 TUBE 13.4	206.29
		PACE ANALYTICAL SERVICES INC	PACE ANALYTICAL SERVICES	538.40
			ANALYTICAL SERVICES	538.40
			ANALYTICAL SERVICES	250.00
			ANALYTICAL SERVICES	287.50
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,935.58
			REFUSE SERVICES	75.30
			SLUDGE HAUL OFF	1,971.75
			SLUDGE HAUL OFF	2,133.99
		KPERS	02/10/2023 - KPERS & AFTER	246.11
			02/24/2023 - KPERS & AFTER	257.83
		EFTPS	02/10/2023 - EFTPS	190.19
			02/24/2023 - EFTPS	199.73
		NORTHERN TOOL & EQUIPMENT	1 YEAR ADVANTAGE	8.00
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	844.86
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	4.20
			FEBRUARY 2023 - INSURANCE	53.78
			FEBRUARY 2023 - INSURANCE	15.52
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>67.92</u>
			TOTAL:	17,495.90
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS 01/2023	51.91
			UTILITY BILLS 01/2023	47.11
			UTILITY BILLS 01/2023	31.28
			UTILITY BILLS 01/2023	430.35
			CORRECTION	47.11-
			CORRECTION	47.11
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	6.00
		BATTERIES PLUS	BATTERIES 12V 5AH 12AH	194.40
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	46.95
		KPERS	02/10/2023 - KPERS & AFTER	301.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			02/24/2023 - KPERS & AFTER	321.19
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	9.37
			02/24/23 - ICMA	9.37
		EFTPS	02/10/2023 - EFTPS	236.01
			02/24/2023 - EFTPS	251.72
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	649.04
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	62.72
			FEBRUARY 2023 - INSURANCE	16.10
		WEX BANK - ENTERPRISE P66	FUEL	168.44
		LEWIS, MIKE	CAP SEWER LINE 9TH & CHES	600.00
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>50.56</u>
			TOTAL:	3,484.32
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURB SIDE REFUSE	31,855.46
			TRASH STICKERS	<u>270.00</u>
			TOTAL:	32,125.46
LIBRARY	LIBRARY	FIRST OPTION BANK	WATER BALLOONS	4.99
			PROGRAM MATERIALS	38.46
			SNACKS	11.10
			MASON JARS	36.99
		MISCELLANEOUS MENEFEE, MORGAN	MENEFEE, MORGAN:PIZZA REIM	22.38
		T MOBILE	PHONE & HOTSPOT SERVICE	30.91
			HOTSPOT - INTERNET	<u>30.91</u>
			TOTAL:	175.74
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	FIRST OPTION BANK	CAMPER MUGS - VISITORS	529.82
			LOCAL SNACKS GIFT BASKET	79.85
			BUS FOR VISITORS	1,240.00
		MARC MID AMERICA REGIONAL COUNCIL	COMMUNITY HUB PSP LOCAL MA	20,000.00
		PAT'S SIGNS	SIGNS & INSTALL - ECODEV	1,484.00
			RENTAL OF 545 MAIN - 2 DAY	300.00
		ALLENBRAND-DREWS & ASSOC., INC	DE-ANNEXATION ORDINANCE	<u>250.00</u>
			TOTAL:	23,883.67
PARKS & CEMETERIES	SPECIAL PARK & REC CITY OF OSAWATOMIE		UTILITY BILLS 01/2023	29.21
			CORRECTION	29.21
			CORRECTION	<u>29.21</u>
			TOTAL:	29.21
CABIN	TOURISM	FIRST OPTION BANK	BOOK CASES	490.65
		KANSAS GAS SERVICE	GAS SERVICES	44.56
		PAT'S SIGNS	MEMORIAL HALL SIGNS	1,613.25
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	37.50
		WASTE MANAGEMENT	REFUSE SERVICES	57.18
		WINGERT SIGN COMPANY LLC	JAN 2023 BILLBOARD SIGNS	1,350.00
			FEB 2022 BILLBOARD RENTAL	1,450.00
		TENPENNY LAW LLC	FEB 2023 GOVERNMENT AFFAIR	4,166.00
		JOHNSON'S COUNTY GAZETTE	1/16 AD PAGE 5	<u>30.00</u>
			TOTAL:	9,239.14
COURSE OPERATIONS	GOLF COURSE	CINTAS FIRE PROTECTION	FIRE EXTINGUSHER INSPECTIO	497.63
		FIRST OPTION BANK	FEB 2023 - GOLF COURSE LOA	3,180.80
			FEB 2023 - GOLF COURSE LOA	872.24
			03/23 - GOLF CART LOAN	3,277.21
			03/23 - GOLF CART LOAN	775.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BUNS & HOTDOGS	11.50
			COOLER BAGS	349.90
			GOLF CART REAR SEAT	282.00
			WATER	4.50
			LETTUCE & TOMATOES	8.85
			WATER	5.75
			WATER	12.50
			EXIT SIGNS	12.39
			GARAGE DOOR OPENER	18.95
			RESEALABLE ZIP BAGS	13.89
			CHIPS & CANDY	109.10
			ICEBAGS	29.08
			ZIP STORAGE BAGS	17.98
		FAMILY CENTER FARM & HOME	COUPLING, NUTS, BOLTS	41.82
			NUTS, BOLTS, MISC HARDWARE	2.19
		KANSAS DEPT OF REVENUE	GOLF - JANUARY 2023 SALES	65.84
			GOLF - JANUARY 2023 SALES	56.44
			GOLF - JANUARY 2023 SALES	244.56
		BEACHNER GRAIN INC	FOAM MARKER 1GL	22.50
		ATCO INTERNATIONAL	ARMOREX WIPES	773.50
		MIDWEST DISTRIBUTORS	BEER	198.05
			BEER	167.55
		RURAL WATER DIST. #1	RURAL WATER SERVICE	18.00
			RURAL WATER SERVICE	33.30
		VAN WALL	STONE	138.32
		R & R PRODUCTS INC	REEL - 8 BLADE	264.70
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL SERVICES - FE	62.50
		CRAWFORD SALES COMPANY	BEER	349.60
			BEER	430.15
		DISH NETWORK	CABLE SERVICES	142.11
		NPG NEWSPAPERS INC	GOLF VISITOR GUIDE ADS	300.00
		DRAPER ERIC	PIZZA REIMBURSEMENT	37.11
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL - JANUARY 20	95.00
			TOILET RENTAL - FEBRUARY 2	95.00
		APPLIED MAINTENANCE SUPPLIES	HEX NUTS, LOCK NUT, COTTER	323.51
		MIDWEST TURF INC	BEDKNIVES PARTS	2,178.61
		REINDERS INC	DEFOAMER & BOLT STABILZER	222.00
		WILSON SPORTING GOODS	DUO SOFT WHITE 12 BALL	144.00
		WASTE MANAGEMENT	REFUSE SERVICES	119.42
		GREATLIFE WARSAW LLC	JANUARY 2023 - CONSULTING	416.00
			FEB 2023 - MONTHLY CONSULT	416.00
		MFA OIL COMPANY	FUEL - GOLF	2,326.62
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA COKE, DT COKE, SP	288.20
			COKE SPRITE SPORTS DRINKS	198.30
		KPERS	02/10/2023 - KPERS & AFTER	267.46
			02/24/2023 - KPERS & AFTER	257.13
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	12.50
			02/24/23 - ICMA	12.50
		EFTPS	02/10/2023 - EFTPS	322.19
			02/24/2023 - EFTPS	335.03
		EVERGY	UTILITY BILL	1,092.02
		SYSO KANSAS CITY, INC.	BEEF, CHICKEN, CANDY, CHIP	175.53
			BEEF, CHICKEN, CANDY, CHIP	1,128.45
			CHIPS, FOIL, & BURRITOS	52.19
			CHIPS, FOIL, & BURRITOS	37.90
			CHIPS, FOIL, & BURRITOS	111.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CHIPS, FOIL, & BURRITOS	8.30
		WATERS HARDWARE	MISC BOLTS & SCREWS	9.71
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	1,616.24
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	10.50
			FEBRUARY 2023 - INSURANCE	97.88
			FEBRUARY 2023 - INSURANCE	24.22
		PLUS 1 GOLF	ELITE CUSTOM LOGO DYNAGRIP	531.14
		INFINITY TECHNOLOGY SERVICES	FEB 2023 - IT SERVICES	<u>169.05</u>
			TOTAL:	25,922.51
WATER DISTRIBUTION	CIP -WATER	WESTERN CONSULTANTS	CBDG 21-PF-027 JAN 2023	<u>3,514.00</u>
			TOTAL:	3,514.00
WWTP OPERATIONS	CIP - SEWER	WESTERN CONSULTANTS	WWTP IMPROVEMENTS	6,000.00
		CROSSLAND HEAVY CONTRACTORS	CROSSLAND HEAVY CONTRACTOR	<u>108,426.35</u>
			TOTAL:	114,426.35
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	FEBRUARY 2023 - FLEX SPEND	614.58
			FEBRUARY 2023 - FLEX SPEND	614.58
		KANSAS DEPT OF REVENUE	02/10/23 - STATE W/H	4,989.11
			02/24/2023 - KS STATE TAXE	5,087.65
		KANSAS PAYMENT CENTER	02/10/23 - GARNISHMENTS	1,856.61
			02/24/23 - GARNISHMENT	1,856.61
		KPERS	02/10 - KP&F	2,599.69
			02/10/2023 - KPERS & AFTER	5,139.27
			KPERS LIFE - 02/10/23	208.23
			02/24/2023 - KP&F	2,545.36
			02/24/2023 - KPERS & AFTER	4,965.35
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	1,549.47
			02/24/23 - ICMA	1,489.51
		EFTPS	02/10/2023 - EFTPS	18,434.25
			02/24/2023 - EFTPS	19,232.12
		IL STATE DISBURSEMENT	02/10/23 - GARNISHMENT	88.15
			02/23/23 - GARNISHMENT	88.15
		MISSOURI CHILD SUPPORT	02/10/2023 - GARNISHMENT	213.42
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	18,288.02
			FEBRUARY 2023 - INSURANCE	9,340.25
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	287.58
			FEBRUARY 2023 - INSURANCE	287.58
			FEBRUARY 2023 - INSURANCE	321.31
		AMERICAN PUBLIC LIFE	FEBRUARY 2023 - INSURANCE	<u>1,104.42</u>
			TOTAL:	101,201.27
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KPERS	02/10 - KP&F	8,311.75
			02/10/2023 - KPERS & AFTER	4,144.21
			02/24/2023 - KP&F	8,138.04
			02/24/2023 - KPERS & AFTER	4,239.77
		VANTAGEPOINT TRANSFER	02/10/23 - ICMA	379.88
			02/24/23 - ICMA	364.06
		EFTPS	02/10/2023 - EFTPS	6,089.07
			02/24/2023 - EFTPS	6,476.55
		VAUGHANFIRE LLC	FEB 2023 SERVICES	2,500.00
			MONTHLY SERVICES - 1094C 1	3,400.00
		BLUE CROSS & BLUE SHIELD	FEBRUARY 2023 - INSURANCE	31,523.76
		PRINCIPLE LIFE INSURANCE COMPANY	FEBRUARY 2023 - INSURANCE	176.38
			FEBRUARY 2023 - INSURANCE	1,900.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEBRUARY 2023 - INSURANCE	<u>478.44</u>
			TOTAL:	78,122.73
NON-DEPARTMENTAL	CAFETERIA 125	SURENCY LIFE & HEALTH	JANUARY 2023 - FSA	63.00
			FEBRUARY 2023 - FSA	<u>63.00</u>
			TOTAL:	126.00
NON-DEPARTMENTAL	BOND & INTEREST	KANSAS STATE TREASURER	BOND PAYMENTS	183,110.00
			BOND PAYMENTS	<u>600,000.00</u>
			TOTAL:	783,110.00
NON-DEPARTMENTAL	ELECTRIC DEBT SERV	KANSAS STATE TREASURER	BOND PAYMENTS	78,400.00

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ELECTRIC	HOMERIVER GROUP MANAGEMENT LLC	US REFUNDS	34.96
		SUMMIT PROPERTY INVESTORS LLC	US REFUNDS	164.77
		WRIGHT, TYLER	US REFUNDS	135.06
		SIMMONS, KRISTI	US REFUNDS	43.42
		STALLBAUMER, CHRIS	US REFUNDS	88.26
			TOTAL:	78,866.47

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

01	GENERAL OPERATING	102,252.26
02	WATER	77,419.30
03	ELECTRIC	193,257.57
04	SEWER	92,713.11
05	REFUSE	32,125.46
06	LIBRARY	175.74
09	INDUSTRIAL PROMOTION	23,883.67
11	SPECIAL PARK & RECREATION	29.21
13	TOURISM	9,239.14
18	GOLF COURSE	25,922.51
22	CIP -WATER	3,514.00
24	CIP - SEWER	114,426.35
31	EMPLOYEE BENEFITS	179,324.00
32	CAFETERIA 125	126.00
41	BOND & INTEREST	783,110.00
43	ELECTRIC DEBT SERVICE	78,400.00

GRAND TOTAL: 1,715,918.32

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 2/01/2023 THRU 2/28/2023
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 2/01/2023 THRU 2/28/2023

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T - 2 0 2 3 - 02
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



Osawatomie
KANSAS

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

SPECIAL EVENTS PERMIT APPLICATION for MILE ZERO TRAILHEAD

Office Use Only
Date Record

Submitted _____

Tourism Approved _____

KDWP Approved _____
(If Applicable)

Council Approved _____

1. NAME OF APPLICANT AND/OR ORGANIZATION

USD 307 Sports and Fitness Zone

2. CONTACT PHONE NO., ADDRESS, AND EMAIL

300 11th Osawatomie KS 66064

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

Sprint triathlon

4. REQUESTING ACCESS TO

- ☐ ELECTRIC HOOKUP
☐ WATER HOOKUP
☐ TABLE/CHAIR/TENT STORAGE BOX

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

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

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

5/29/23 9am - 12pm

7. ENTRY TO EVENT: FEE YES ☒ NO ☐

PUBLIC ☒ OR PRIVATE ☐

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED?

YES ☐ NO ☒

IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED
ATTENDEES: 25

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

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

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

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

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

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

IF YES, NAME OF INSURANCE COMPANY, AGENT EMC Insurance

AMOUNT OF COVERAGE: \$1,000,000 per incident

STATEMENT OF APPLICANT

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

SIGNATURE

DATE 3/23/23

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS: _____



Osawatomie
KANSAS

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

SPECIAL EVENT PERMIT APPLICATION

Office Use Only
Date Record

Submitted _____

Tourism Approved _____

Council Approved _____

1. NAME OF APPLICANT AND/OR ORGANIZATION

Ozone USD 367 sports & fitness Zone

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

Diana Moore (913) 449-7592
moored@usd367.org

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

Sprint triathlon running portion

4. ROAD CLOSURES ☐ YES ☒ NO

LOCATION AND TIMING OF BARRICADES

5. LOCATION OR ADDRESS OF SPECIAL EVENT

John Brown Memorial Park

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

9:00am - 1 pm

7. ENTRY TO EVENT: FEE YES ☒ NO ☐

PUBLIC ☒ OR PRIVATE ☐

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED?

YES ☒ NO ☐

IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED
ATTENDEES:

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

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

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

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

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

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

IF YES, NAME OF INSURANCE COMPANY, AGENT EMC Insurance, Jay Haster + Elliott Insurance

AMOUNT OF COVERAGE: 1,000,000

STATEMENT OF APPLICANT

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

SIGNATURE

[Signature]

DATE

3/24/23

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS:

PROCLAMATION

ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, Nick Hampson, Mayor of the City of Osawatomie, do hereby proclaim

April 28, 2023
 **Arbor Day**

in the City of Osawatomie, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 13th day of April, 2023.

Nick Hampson, Mayor
City of Osawatomie



ACTION ITEM SUMMARY	Item Number:	9.A.
	Date:	April 5, 2023
Deputy City Manager	From:	Bret Glendening

RE: Resolution 1128 – Provisioning of electricity to a portion of the northland properties including the Kansas State Hospital.

RECOMMENDATION: That the City Council approve Resolution 1128 directing the Deputy City Manager to finalize the provisioning of electricity to a portion of the northland properties including the Kansas State Hospital, as shown in Exhibit A.

DETAILS: On July 14, 2022, the council approved Resolution 1021 authorizing city staff to take the necessary steps to assume the Osawatomie State Hospital into the City of Osawatomie’s electric service territory. In the intervening period between then and now, the city’s line crew, along with assistance from Midstates’ Energy Works (a division of KMEA) has procured the necessary materials and equipment and constructed the distribution line to the State Hospital. In Resolution 1021, the council authorized the expenditure of up to \$200,000 to accomplish this.

In the February 2023 Operations Report, the following was reported:

“Extension of Electric Service to the Osawatomie State Hospital:

Resolution 1021 was adopted on July 14th, 2022. The resolution directed staff to complete the transfer of the Osawatomie State Hospital from Evergy to the City no later than November 1, 2022 and authorized up to \$200,000 to cover costs associated with the transfer. Due to lead times on equipment and material, the date of transfer is now planned for April 1, 2023. The transformer is scheduled for delivery in March. All other materials have been received and construction of the new line is underway. The only outstanding issue is to obtain a permit from the railroad for a new crossing which will take 30-60 days. Expenditures associated with transferring the state hospital are as follows:

<i>Transformer:</i>	<i>\$ 27,536.00</i>
<i>Poles, Insulators, Wire:</i>	<i>\$ 78,481.13</i>
<i>UPRR Permit:</i>	<i>\$ 775.00</i>
<i>Midstates Subcontract:</i>	<i>\$ 41,000.00</i>
<i>TOTAL:</i>	<i>\$147,792.13</i>

The Midstates subcontract will cover Midstates Energy Works (a division of KMEA) to string the new static wire and three phase power lines. The reason staff wishes to contract this work is to allow our crews to get caught up on the distribution system upgrade.”

With the adoption of Resolution 1128, this will allow staff to purchase the Evergy assets in the area in order complete the transfer of the Osawatomie State Hospital to a city customer. The cost of the Evergy assets are: \$4,649. This, plus the < \$200,000 in equipment and labor is a good investment given the average OSH electric bill will be approximately \$40,000/month.

Related Statute / City Ordinances	1021
Line-Item Code/Description	
Available Budget:	

RESOLUTION NO. 1128

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS DIRECTING STAFF TO
COMPLETE THE TRANSFER OF EVERGY ELECTRIC DISTRIBUTION ASSETS TO THE
CITY OF OSAWATOMIE FOR THE OSAWATOMIE STATE HOSPITAL**

WHEREAS, the City of Osawatomie through the powers granted by the State of Kansas may provide municipal utilities to those areas within their incorporated boundaries; and

WHEREAS, the city has finalized negotiations with Evergy Kansas Metro, Inc. (Evergy) for the purchase of depreciated assets that service the Osawatomie State Hospital and the cost of those assets are \$4,649; and

WHEREAS, the city has spent less than the estimated capital cost of \$200,000 to bring the State Hospital (Exhibit A) into its service territory and continues to estimate it will cost \$15,000 annually to maintain this service; and

WHEREAS, it is estimated that the revenues generated by the transfer will net \$500,000 annually to the City's Electric Utility; and

WHEREAS, it's in the city's best interest financially to complete this transfer.

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

SECTION ONE: The Governing Body authorizes city staff to execute the Letter of Assignment and Bill of Sale in order to complete the transfer of electric distribution assets in the area identified in Exhibit A from Evergy to the City of Osawatomie.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 13th day of April 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

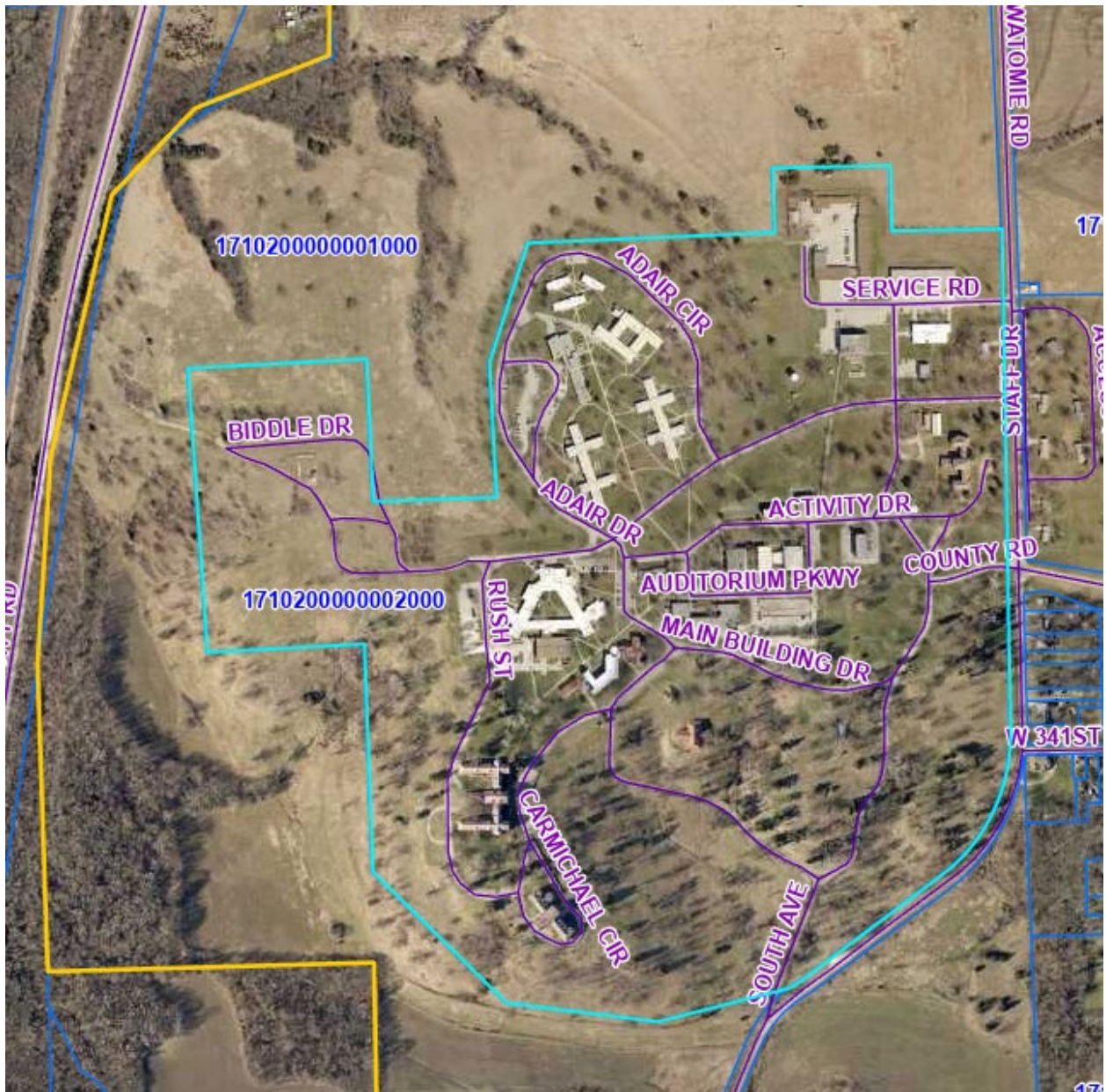
Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

EXHIBIT A



April 5th, 2023

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

Dear Mr. Glendening,

The purpose of this letter is to discuss and agree to the proposal outlined below in regard to certain Evergy Kansas Metro, Inc ("Evergy") electrical assets and customer. Upon agreement by both parties, the City of Osawatomie will acquire the assets and customer listed in this letter and shown in the attached map (identified as Exhibit A and incorporated herein by this reference) for \$4,649 with taxes applied.

Evergy will sell the distribution (34.5kV) assets (\$3,673) to the City of Osawatomie. The City of Osawatomie will own and maintain all these assets serving the Osawatomie State Hospital.

Evergy will remove the backup distribution (34.5kV) feed to the Osawatomie State Hospital.

The City of Osawatomie will serve the Osawatomie State Hospital upon completion of the project when the City takes over Evergy's assets upon energization from their distribution system.

In the event there is an equipment failure on the distribution (34.5kV) line that the City of Osawatomie will be acquiring before the transition is complete, this Letter of Agreement will become null and void. Each party would then discuss and determine next steps.

If the details in this letter correctly identify the complete scope for this project and match the intent of the City of Osawatomie, please countersign and date the letter below and return it to my attention. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Michael Solida
Wholesale Customer Solutions Mgr
Evergy

ACCEPTED AND AGREED TO BY CITY OF OSAWATOMIE BY:

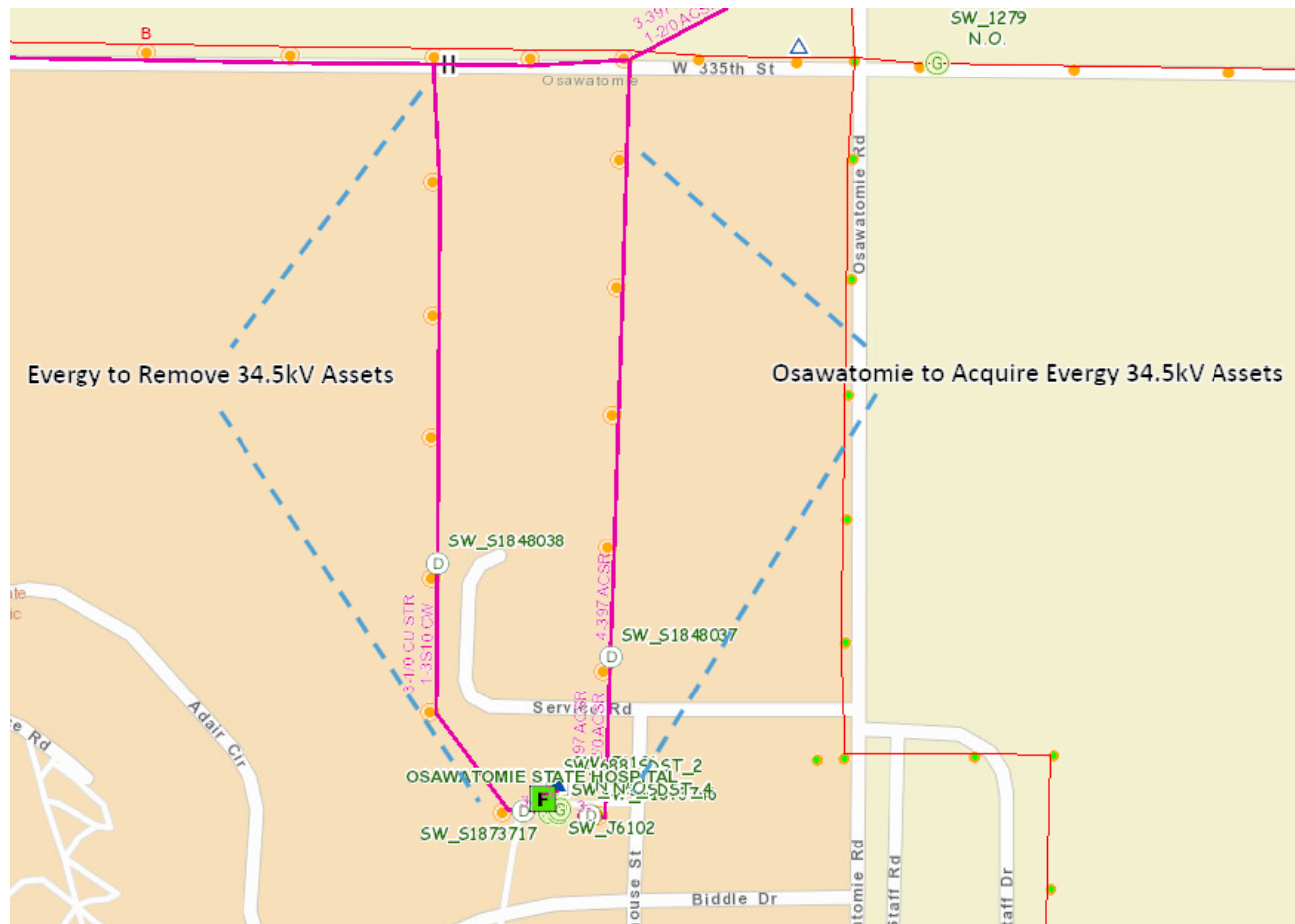
Signature: _____

Print Name: _____

Title: _____

Date: _____

Evergy Map and Assets



Bill of Sale

This Bill of Sale (this "**Bill of Sale**") is made and delivered this ____ day of _____, 2023, by Evergy Kansas Metro, Inc., a Kansas corporation ("**Evergy**"), to the City of Osawatomie, Kansas ("**Osawatomie**").

1. Transfer of Personal Property. Subject to the terms of this Bill of Sale, Evergy, for \$4,649 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, transfers and delivers to Osawatomie all of Evergy's rights, title and interests in and to the personal property identified on Exhibit A attached to this Bill of Sale (the "Personal Property").

2. "As is" and No Warranties. **BY ACCEPTING THE PERSONAL PROPERTY, OSAWATOMIE ACKNOWLEDGES THAT IT IS ACCEPTING THE PERSONAL PROPERTY IN "AS IS" CONDITION AND WITH ALL FAULTS. OSAWATOMIE ACKNOWLEDGES THAT EVERGY MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PERSONAL PROPERTY, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

3. Hold Harmless. Osawatomie agrees to indemnify, hold harmless and defend Evergy and its affiliates, and Evergy's and its affiliates' directors, officers, employees, agents, subcontractors and representatives from and against all claims, suits, proceedings, costs, damages, liabilities, losses or expenses whatsoever, including attorneys' fees, arising out of or in any way connected with the ownership or use of the Personal Property after the date of this Bill of Sale.

4. Counterparts. This Bill of Sale may be executed in one or more counterparts (including by means of facsimile or email in .pdf format), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of party and delivered to the other party.

Evergy Kansas Metro, Inc.

City of Osawatomie

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Asset List

The following Evergy-owned distribution (34.5kV) assets located in the city limits of Osawatomie:

- Wood Poles (6)
- Disconnect Switch (1)
- Overhead Distribution Conductor (approximately 1,370')



ACTION ITEM SUMMARY	Item Number:	10 A
	Date:	April 13, 2023
City Manager	From:	Mike Scanlon

RE: RESOLUTION No. 1120

RECOMMENDATION: That the City Council approve Resolution 1120 – Authorizing the transition of the City Manager and Deputy City Manager positions, establishing a new pay grade for the City Manager Position and authorizing the mayor to enter into a contract with Our City Planning LLC for planning and economic development services at the rate presented to the City Council in the fall of 2022.

DETAILS: Resolution 1120 begins the transition of the City Manager to a contractual services role and contemplates the appointment of the Deputy City Manager to the position of City Manager at the June 22, 2023 City Council meeting becoming effective on June 25th 2023.

Attached to the Resolution is an Agreement for Consulting Services with Our City Planning, LLC owned by Mr. Scanlon.

To be provided to the City Council is an Employment Agreement with Mr. Glendening to be acted on at the April 27, 2023 City Council meeting following a review by the City Council.

This Resolution also adjusts the salary range to more accurately reflect the current wage environment for City Managers in our area. This table was shared in the fall of 2022.

Kansas Association of City/County Managers (KACM) Survey 2022					
		Years in Position	Years in KS Local Gov.	Years in Local Gov.	Base Pay
Ottawa	12,334	14years	42years	42years	\$165,000
Newton	18,744	4years	5years	15years	\$135,000
Louisburg	4,590	5years	10years	10years	\$125,000
Goddard	4,962	13years	20years	20years	\$141,330
Mission Hills	3,573	20years	20years	32years	\$135,373
Great Bend	14,901	3years	8years	8years	\$115,830
Spring Hill	6,064	1<years	22years	22years	\$170,000
Tonganoxie	5,690	5years	5years	26years	\$145,000
Avg Pay					\$141,567
Osawatomie	4,300	2.5years	33 years	39years	\$99,750
Difference in Pay					(\$41,817)

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 1120

A RESOLUTION AUTHORIZING THE TRANSITION OF THE CITY MANAGER AND DEPUTY CITY MANAGER POSITIONS, ESTABLISHING A NEW PAY GRADE FOR THE CITY MANAGER POSITION AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OUR CITY PLANNING LLC FOR PLANNING AND ECONOMIC DEVELOPMENT SERVICES AT THE RATE PRESENTED TO THE CITY COUNCIL IN THE FALL OF 2022.

WHEREAS, the City of Osawatomie in the fall of 2021 recruited Mr. Bret Glendening to take on the responsibilities of Deputy City Manager and transition to the position of City Manager; and

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, Mr. Scanlon provided to the City Council a summary of salaries for the City Manager position in the fall of 2022 and recommended the range and pay be adjusted to retain Mr. Glendening as City Manager; and

WHEREAS, Mr. Scanlon has completed a review of the Employment Agreement that Mr. Glendening would work under and asks the City Council to consider it for final action at their April 27, 2023 City Council meeting; and

WHEREAS, Mr. Scanlon has identified June 24th, has his last day to serve as City Manager; and

WHEREAS, this Resolution contemplates a set of actions necessary to complete the transition of responsibilities between Mr. Glendening and Mr. Scanlon.

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

Section 1. The Governing Body hereby amends the City's 2022-2023 Salary Schedule for the City Manager Pay Range -- **Pay Grade 35** from (\$90,000 to \$126,000) to (\$103,500 to \$160,000) and adjust the range multipliers for all pay grades down by 10% and adjust the ranges tops/bottoms accordingly.

Section 2. The Governing Body hereby approves the agreement with Our City Planning LLC as presented in Attachment A and directs the Mayor to sign.

Section 3. The Governing Body will review the proposed Employment Agreement with Mr. Glendening in Executive Session prior to final consideration on April 27, 2023 with the Agreement becoming effective on June 25, 2023.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of April 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

ATTACHMENT A

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES made effective the 13th day of April, 2023, by and between Our City Planning, LLC, with a principal place of business at 6841 Woodson St., Overland Park, Kansas 66204 (hereinafter called "Consultant"), and the City of Osawatomie, with a principal place of business at 439 Main Street, PO Box 37, Osawatomie, Kansas 66064 (hereinafter called "City").

WITNESSETH:

WHEREAS, the Consultant is in the business of providing planning, affordable housing, and economic development services throughout the United States; and

WHEREAS, the City wishes to contract with Consultant for the services of Consultant in the field of planning, affordable housing, and economic development services; and

WHEREAS, Consultant is willing and qualified to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Beginning on the effective date stated above, Consultant shall act as a Consultant to the City in the capacity of a planning and development professional and shall respond to reasonable requests from the City for advice and consultation regarding potential planning projects, affordable housing projects and economic development projects, including the financing and funding of said projects in connection with the Consultant's practice.
2. For Consultant's services under and pursuant to this Agreement, Consultant shall be paid a sum of \$8,333 Dollars per month as a Consultant's Fee, said compensation to be paid on or before the 10th day of the month in the month which services are rendered. The first payment to be made no later than July 10th, 2023.
3. The City will reimburse Consultant in accordance with the City's policies in effect from time to time for traveling and other expenses reasonably incurred by Consultant in the performance of his duties and responsibilities under and pursuant to this Agreement in an amount not to exceed \$5,000 annually.
4. In performing the consulting services herein specified, Consultant is acting as an independent contractor and is not to be considered an employee of the City and shall not be entitled to any of the benefits that the City provides for its employees such as health insurance coverage or KPERS contributions. It is further understood that Consultant is free to contract for similar services to be performed for other entities while he is under contract with the City. Consultant may independently engage in the practice of real estate development in any capacity.
5. Since Consultant is an independent contractor, Consultant shall be responsible for payment of all federal, state and social security taxes, and City shall not be responsible for paying or withholding any of same.

6. Consultant agrees to provide himself with an automobile suitable for performing his services to the City required hereunder, and further agrees to carry automobile liability insurance with an insurance company satisfactory to the City. Consultant will provide its own staff, equipment, tools, and other resources necessary to provide the services.

7. Either party may cancel this Agreement on ninety (90) days' written notice; otherwise, this Agreement shall remain in full force through June 30, 2025 unless either the Consultant or the City shall, at least ninety (90) days prior to expiration of this term, give written notice of his or its termination of this Agreement. In addition, to other provisions herein contained, this Agreement is automatically terminated in the event of Consultant's death.

8. Consultant shall observe and conform to all the laws and ethics of required to perform the services, and refrain from disclosing, except to the City, any professional secrets or information with respect to the Firm or its clients or affairs.

9. This Agreement shall be governed by the laws of the State of Kansas and shall be construed in accordance therewith. This Agreement and all of the rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Assignment of this Agreement shall not be unduly burdensome on the Consultant and shall be dealt with in a reasonable amount of time.

10. This Agreement shall not be modified or amended except by a further written document signed by Consultant and the City. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any terms or provisions shall not be construed as a waiver of any other term or provision.

11. If Our City Planning, LLC desires to work on City of Osawatomie projects which are outside the scope of this agreement the terms of such new agreement will be separately negotiated and reduced to writing.

12. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to Consultant's principal office, in case of notice to Consultant, or to the principal office of the City, in case of notice to the City.

13. Each undersigned party to this Agreement acknowledges that he has read and understands this Agreement and hereby acknowledges receipt of a copy of this Agreement.

14. The Consultant shall report to the City Manager and the City Manager has the authority and responsibility to direct the Consultant's performance of its scope of work under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first mentioned in this Agreement.

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

Our City Planning, LLC
Attn: Michael Scanlon
6841 Woodson St.
Overland Park, KS 66204

Nick Hampson, Mayor

Michael Scanlon, Our City Planning, LLC



ACTION ITEM SUMMARY	Item Number:	10 B
	Date:	April 13, 2023
City Manager	From:	Mike Scanlon

RE: RESOLUTION No. 1129

RECOMMENDATION: That the City Council approve Resolution 1129 – Authorizing a Grant Agreement No. 22-CR-005 between the State of Kansas Department of Commerce and the City of Osawatomie for the renovation of commercial property owned by SSGK LLC (successors and assigns) located at 538-544 Main Street.

DETAILS: Resolution 1129 allows the City to work as a conduit for the financing of \$250,000 in CDBG improvements for the properties located at 538-544 Main Street. The attached agreement also includes the current budget for the project and the contribution required of the Property Owner.

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 1129

A RESOLUTION AUTHORIZING GRANT AGREEMENT NO. 22-CR-005 BETWEEN THE STATE OF KANSAS DEPARTMENT OF COMMERCE AND THE CITY OF OSAWATOMIE FOR THE RENOVATION OF COMMERCIAL PROPERTY OWNED BY SSGK LLC (SUCCESSORS AND ASSIGNS) LOCATED AT 538-544 MAIN STREET.

WHEREAS, the City of Osawatomie applied with the property owners of 538-544 for a CDBG grant to rehabilitate the property; and

WHEREAS, the City of Osawatomie was awarded \$250,000 to assist in the rehabilitation of the property; and

WHEREAS, there are a series of documents and agreements that the city must undertake in order to put the CDBG financing and reimbursements in place.

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

Section 1. The Governing Body authorizes the mayor to sign Grant Agreement 22-CR-005 between the State of Kansas, Department of Commerce and the City of Osawatomie for the renovation of property located at 538-544 Main St.

Section 2. The Governing Body directs the City Manager to complete all other necessary documents and present them to the City Council for approval related to Grant Agreement 22-CR-005.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of April 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

STATE OF KANSAS
GRANT AGREEMENT NO. 22-CR-005
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

CITY OF OSAWATOMIE

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Osawatomie**, Kansas, hereinafter called the "Grantee." This Agreement is being made pursuant to an application by the Grantee for the **renovation of a commercial property owned by Kirk and Shelagh Wright**, hereinafter called "Owner". **The property is located at 538-544 Main Street, Osawatomie. Legal Description: Osawatomie, Block 23, Lot 20 & 21, Lts 20 & 21 Blk 23 (Commercial Section 11 Township 18 Range 22).**

This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated March 10, 2023, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files), the Repayment Agreement and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **April 15, 2023**, hereinafter called the "Commencement Date," and shall be complete on **April 14, 2025**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$250,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Owner shall provide **\$90,000** in cash to match this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$250,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.
- F. The Grantee shall ensure that the sub-grantee has entered a contract with a general contractor for work detailed in the Approved Project Application no later than **April 15, 2024**. Failure to meet this obligation may result in the termination of this contract and the forfeiture of grant funds.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict-of-interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less;
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location, or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Osawatomie, Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **March 10, 2023**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **April 14, 2025**, except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **June 30, 2025**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: CITY OF OSAWATOMIE		GRANT NUMBER: 22-CR-005		
ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
a. Engineering Design				\$ -
b. Construction Inspection		\$ 6,000	Owner	\$ 6,000
c. Architectural Services		\$ 15,000	Owner	\$ 15,000
d. Building Rehabilitation	\$ 250,000	\$ 52,000	Owner	\$ 302,000
Rehabilitation Activities Total	\$ 250,000	\$ 73,000	Owner	\$ 323,000
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration		\$ 17,000	Owner	\$ 17,000
a. Administrative Activities				\$ -
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ -	\$ 17,000		\$ -
ALL ACTIVITIES TOTAL	\$ 250,000	\$ 90,000		\$ 340,000
				Rev. 2/2016



ACTION ITEM SUMMARY	Item Number:	10.C.
Resolution 1126	Date:	April 13, 2023
Director of Utilities	From:	Terry Upshaw

RE: Resolution 1126 purchase of a lift station pump to replace one that has failed.

RECOMMENDATION: Approve Resolution 1126.

DETAILS, Several weeks ago City staff noticed, through our monitoring system that #2 pump in the south lift station was not pumping. Staff pulled the pump and determined it was not plugged, at that time it was sent in for evaluation, that evaluation determined that it was not repairable. Staff then requested quotes from 3 vendors for a replacement. JCI, Alliance Pump, and Fluid Equipment. After receiving the quotes staff recommends purchasing a pump from Alliance. Fluid Equipment is the cheapest, but they will not warranty their pump unless their tech, or a tech they deemed qualified checks and or adjust all settings on the lift station to best benefit their pump. Over the past 10 years many techs have made what they deemed to be appropriate adjustments to the PLC in the south lift stations. Over the course of the last 2-years we have finally restored the lift station to operate the way it was originally designed; we do not want any settings changed. For this reason, we recommend Alliance Pump. We currently have a pump Alliance installed in the lift station, they are aware of the current settings and will warranty the new pump.

COUNCIL ACTION NEEDED: Approve the purchase of replacement lift station pump.

STAFF RECOMMENDATION: Authorize City staff to purchase replacement lift station pump from Alliance Pump.

RESOLUTION NO. 1126

**A RESOLUTION AUTHORIZING THE PURCHASE
OF A NEW PUMP FOR THE SOUTH LIFT STATION**

WHEREAS, the City of Osawatomie, Kansas, owns and operates the Wastewater treatment and collection system; and

WHEREAS, the City of Osawatomie, in order to effectively move wastewater from collections to the treatment plant, it must utilize lift stations and pumps in those lift stations; and

WHEREAS, the City of Osawatomie, that in order to maintain redundancy within the lift station, pumps must be replaced when they fail or reach end of life expectancy.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby authorizes the purchase of a lift station pump from Alliance Pump & Mechanical Service Inc. for the amount of \$17,870.00.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of April, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

Tammy Seamands, City Clerk


COGENT
**Fluid Equipment
Service Center**

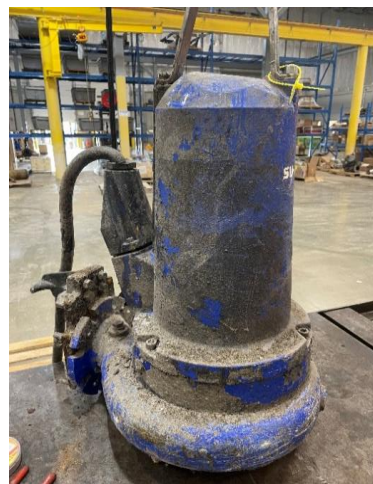
Opportunity Number	OP-567918	Date	2/28/2023
PQ/Order Number	7050918	Salesman	Doug Plumer
Customer	City of Osawatomie, KS	Customer Stock #	0
Contact Name, First	Terry	Service Type	Service
Contact Name, Last	Upshaw	Brand	Fluid Equipment
Contact Phone	913-755-6800	Market	Municipal
Contact Cell	-	Fluid Being Pumped	Wastewater
Contact Email	tupshaw@osawatomieks.org	Equipment Location/Station	0

Manufacturer	ABS SULZER
Model	ABS XFP-PC2-100E-CB1.2
Serial #	300332359
Item Type / Description	SUBMERSIBLE
Additional Items	None
Level of Repair	L2 - Sandblasting, thorough inspection, pictures in job file and DCI report, thorough cleaning, critical dimensions and clearance

DCI Technician	Nathan Raymond	DCI Date	2/27/2023
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Pump As Found/Received
Notes:

Received ABS Sulzer in for DCI and Estimate.



Initial Inspection

HP	14.1	FLA	17.7	Voltage	460V
Phase	Three	RPM	1800	IMP Code	N/A
Power Cable Length	48.00 '	Power Cable Condition	Good	Cable Disposition	Reuse
Sensor Cable Length	N/A	Sensor Cable Condition	N/A	Paint Color & Type	Blue
FLS Sensor Model	FLS	FLS OHM Standard Open	0	FLS OHM Actual Open	0
		FLS OHM Standard Closed	>0	FLS OHM Actual Closed	0.4565765
Thermal Sensor	Other	Thermal OHM Standard	0.4	Thermal OHM Reading	0.4
Bearing Sensor Model	N/A	Bearing OHM Standard	N/A	Bearing OHM Actual	N/A
Control Box	No	Control Box Condition	N/A		
Condition Of Oil	Product in Oil	Mechanical Seal Pressure Test	Fail		

Electrical Inspection

OEM Ohm Standard	R/B		R/W		B/W		Junction Chamber Cond	Clean & Dry
Cable OHM Reading	R/B	1.2	R/W	1.2	B/W	0.9<<<<<<<<	Junction Therm Reading	0.4
Junction OHM Reading	R/B	1.2	R/W	1.2	B/W	.9<<<<<<	Junction FLS Reading	N/A
Cable Meg Reading	R	Short to Ground	B	Short to Ground	W	Short to Ground	Electrical Notes: When ohming the motor the 1 to 3-phase test was a	
Junction Meg Reading	R	Short to Ground	B	Short to Ground	W	Short to Ground		
Does the Pump Pass Electrical Checks?			Drop					

Wet End

Volute Condition	Good - Reuse
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Discharge Flange	Good - Reuse
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Discharge Size	4"
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Drop	Good - Reuse
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Notes:

The volute is in good working condition.

Clean and reuse Volute.

**Wet End Disposition**

Reuse

Impeller

Condition	Minimal Wear
-----------	--------------

N/A Impeller Clearance	0.010 "
------------------------	---------

Balance Required?	Yes
-------------------	-----

Notes:

The impeller is in good working condition.

Clean and reuse Impeller.



Impeller Disposition

Reuse

Mechanical Seals

Upper Seal Condition	Drop
----------------------	------

Lower Seal Condition	Drop
----------------------	------

Seal Material	Upper	Drop
	Lower	Drop

Seal Fit on Shaft	Upper	
	Lower	

Notes:

See additional findings.



Upper Seal Disposition

Replace

Lower Seal Disposition

Replace

Bearing Housing

Housing Condition	Drop
--------------------------	------

Bearing Grease Cond.	Drop
-----------------------------	------

Bearing Condition	Upper	Drop
	Lower	Drop

Bearing Housing Fit	Upper	
	Lower	

Notes:

The stator-bearing housing is defective, due to bearing spinning in the housing creating deep gouges.

Replace Housing.



Housing Disposition

Replace

Rotor

Rotor Condition	Severely Worn
------------------------	---------------

Bearing Condition	Upper	Drop
	Lower	Drop

Rotor Shaft Fit	Upper	
	Lower	

Notes:

The rotor is defective, due to making contact with the stator housing.

Replace Rotor.



Rotor Disposition

Replace

Bearing Disposition

Replace

Stator

Wash and Bake? No

Winding Analyzer N/A

Notes:

The stator failed all electrical checks and on physical examination was found to be damaged.

Replace Stator.



POST BAKE ELECTRICAL RESULTS:

OHM Reading	R/B		R/W		B/W	
Meg Reading	R		B		W	
Thermal						

Stator Disposition

Replace

Additional Notes & Findings

Item 1:

Due to the defective parts, critical dimensions were not taken and work was stopped.

Conclusions**O-Rings Condition**

Squared

Bin Location

I3B

Primary Cause of Failure

Seal failure and bearing failure caused the rotor to make contact with the stator.

Additional Notes & Suggestions

Pump is beyond economical to repair.


Parts Required**Inspection Reviewed By**

KC

Date

2/27/2023

SERVICE ESTIMATE

Customer: City of Osawatomie, KS Contact : Terry Upshaw Date: 03/09/2023 Phone: 913-755-6800 Fax: 913-755-4164 Project: ABS Sulzer XFP-PC2-100E-CB1.2 Pump Quote #: 7050918 Opp #: OP-567918	Fluid - Municipal Kansas City 4525 NW 41st St, Suite 400 Riverside, MO 64150 Phone: 816-795-8511 Fax: 816-795-8926	 FLUID EQUIPMENT <small>A COGENT COMPANY</small>
--	---	---

Dear Terry,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
---------	----------	---------------------	----------	----------

1		HOMA AMS434-248/15P/C FM Pump - Replacement	Materials	\$12,687.69
		Serial Number - 300332359	Labor	\$675.00
			Total	\$13,362.69

Disassembly, Cleaning, Inspection and Estimating Charge **\$675.00**

Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. This charge is for DCI (Disassembly, Clean and Inspect). All units left at our facility for more than 6 months will be scrapped unless written notification is received.

Delivery: 8 - 10 week(s) after receipt of P.O.
 FOB Point: Shipping Point
 Terms of Payment: Upon Receipt
 Quote Validity: 15 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Alexis Davis
adavis@cogentcompanies.com

Salesrep:
Doug Plumer
dplumer@fluidequip.com

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022



Warranty

FIVE YEAR PRO-RATED MUNICIPAL PUMP WARRANTY A Series PUMPS STANDARD & EXPLOSION PROOF PERMANENT TYPE INSTALLATION*

Homa Pump Technology warrants the above referenced pumps ("Products") to be free from defects in workmanship and materials as follows:

If used in a permanent municipal application, the warranty period shall expire five (5) years from date of initial installation. If start up does not occur within six (6) months after date of shipment from Manufacturer, the warranty period shall expire five (5) years after the date of shipment from Manufacturer. This warranty is contingent upon purchaser's or end user's payment of the applicable percentage of the list price (list price minus covered %) of the following parts in effect at time of replacement.

	WARRANTY COVERAGE			
	Months	Months	Months	Months
	0-18	19-31	32-45	46-60
Percentage	100%	75%	50%	25%

*If used in any non-municipal application, the warranty period shall expire on the earliest of the below dates:

- i) one (1) year from date of installation of the Products; or
- ii) eighteen (18) months from date of shipment of the Products from Manufacturer.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative. (For all "P" and larger Motors the report must be on file at Homa PTI).

If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. All warranty repairs will be done with OEM parts, use of Non-OEM parts is not authorized.

All protection features (such as moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be connected and operable for warranty coverage. Proof of monitoring must be provided upon request.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, impellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractor's fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE PRODUCTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

*This warranty is applicable to Products supplied by Homa Pump Technology, unless specifically indicated otherwise in writing by Manufacturer.

Rev 9/24/2020

Monday, March 20, 2023

Osawatomie KS, City of
100 11TH STREET
Osawatomie, KS 66064

Phone: 913 755-2146

Fax: 913 755-4164

Attention: Andrew Burkhart

Subject: South Lift Station - Replacement Flygt Pump

Quotation #: SEQT-14012MFR
Please refer to this number when ordering

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt NP 3153 Submersible Pump Replacement for serial # 3153.181-0680298 Part #: 3153.185-0123 Description: NP462-4 20/460/3 50' FLS FV Includes Minicas unit	1	\$20,932.00	\$20,932.00

Mark Fraser

Mark Fraser
Application Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607

<input type="checkbox"/> Terms & Conditions	
Lead Time 14 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order	

☐

STANDARD TERMS OF SALE

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



WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in

ADDENDUM – A.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volute (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



Alliance Pump & Mechanical Service, Inc.
627 S. Cottage St., Ste 205
Independence, MO 64050
Tel. 816-833-8109 Fax 816-833-8035

Estimate

Date	Estimate #
3/17/2023	3/17/23CJ

To: City of Osawatomie, KS
P.O. Box 37
Osawatomie, KS 66064

Phone 913-755-2146 city hal
Fax
Cell 913-731-1269 Terry Up

Item	Description	Amount
Matls-New	Alliance Pump & Mechanical Service is proud to offer the following item: Ebara 100DLMKFU6154 20HP, 3 PH, 1760 RPM, 50' cord, seal fail thermal protection, 4" BAF adapter	16,370.00
Field Labor	Load, prep, and install new pump and test operation	1,250.00
Service Truck Charge	Service Truck Charge Freight to be added	250.00



Total \$17,870.00

Total does NOT include Freight
and Taxes



Take on drainage, sludge and slurry
with WEDA submersible pumps
from Atlas Copco.

[Learn More](#)



By signing below, Customer accepts Quote and agrees to make full payment within 30 days of completion of project as described above. It is based on our evaluation and does not include material price increase or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. The cost quoted is good for thirty days. (Clerical errors are subject to correction) The title to the merchandise and personal property covered by this invoice shall remain vested in Alliance Pump & Mechanical Service, Inc. until the purchase price is paid in full. If quote is accepted please indicate so on the line below. Please mail or fax response to the address or fax number listed above.

JOB AUTHORIZED BY _____
PO # _____

Date: _____

Estimated By ECJ



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate

WARRANTY

Xylem Water Solutions USA, Inc



ADDENDUM A - Warranty Coverage by Product

PRODUCT	PRODUCT SERIES AND CONFIGURATION	WARRANTY COVERAGE (Months)										
		1-12	13-18	19-24	25-36	37-39	40-48	49-60	61-84	85-120		
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%			25%					
Concertor Pumping System	6000 Series (N, DP, iPS, XPC)	100%		50%			25%					
	6000 Series w/ iPS or XPC Panels (w/ 1 year purchase of Flygt Cloud and built in i2r)	100%			50%			25%				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100%	LIMITED 100%									
Grinder Pumps	3000 Series (MP, MF, MH)	100% (From Ship Date)										100% (from manufacture date)
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280Series (DP, DZ, DT, DS, DF)	100%										
	Centrifugal Pumps	1300 Series	100%									
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)										
	TOPS	Fiberglass Pump Station	100% (From Ship Date)									
Accessories	Permanent / Portable	100% (From Ship Date)										
Hydroejectors/Aerators	HE, JA	100%										
Portable Pump Controls	Control Boxes (Nolta,MSHA etc.)	100% (From Ship Date)										
TOPS Control Panels	TOPS controlpanels (permanently installed)	100% (From Ship Date)										
Small Pumps	3045, 3057,SX	100% (From Ship Date)										
Parts	All new Flygt parts (mechanical& electrical)	100% (From Ship Date)	failed part only – no labor; This Includes Flygt pumpcontrollers, Flygt supervision equipment, Flygt									
Monitoring & Control	Multismart Pump Station Manager and Operating System	100 (From Ship Date)										
	Flygy Probes (excluding the DuoProbe)	100 (From Ship Date)										
	All other Xylem M&C Products	100% (From Ship Date)										

LIMITED WARRANTY

MUNICIPAL: PERMANENT INSTALLATIONS

EBARA Pumps Americas Corporation (EPAC) warrants for a period of five (5) years or ten thousand (10,000) hours of operation, whichever shall first occur, measured from the date of shipment from EPAC (the Warranty Period), the Equipment of its own manufacture against defects in material and workmanship, when installed, used and maintained in accordance with instructions as provided by EPAC in permanent municipal installations under the following conditions of service only:

1. Raw Sewage; or
2. Municipal Wastewater; or
3. Potable or Raw Water; or
4. Storm Water; and
5. Liquids must be abrasive-free and non-corrosive.

This is a **LIMITED** warranty. The following are **CONDITIONS OF WARRANTY**:

1. Only Municipal Applications are qualified to participate hereunder;
2. Start-Up Procedures in accordance with instructions provided by EPAC must be properly completed, and a report confirming same must be prepared & submitted with all warranty claims.
3. Elapsed-time meters must be installed and be operational within the electrical control panel;
4. All EPAC-prescribed maintenance procedures must be followed, documented, and proof thereof submitted to EPAC with any warranty claim hereunder;
5. Each warranty claim must be submitted in accordance with EPAC's Warranty Procedures, which require notification to EPAC and assignment by EPAC of a Materials Return Authorization (MRA) number. EPAC's Warranty Procedures are provided with each item of EPAC Equipment sold hereunder by EPAC.
6. Any repairs to EPAC Equipment, whether warranty claims or otherwise, by other than an EPAC authorized repair or service facility may invalidate the warranty hereunder.

***** **NOTE** ***** When returning product (s) to EBARA that have been used in **sewage applications**, be sure to clean and disinfect pumps or parts thoroughly with a solution of 25% Bleach and repackage securely so no further damage will occur.

On the exterior of packaging, please note: "Pump Has Been Disinfected".
Please attached the above information in full when sending back this completed Warranty Evaluation Form to receive your RMA.

This is a pro rata limited warranty. EPAC will pay the following share of the cost of replacement or repair parts:

Warranty Period Following Shipment Lesser of:

Months:	0-18	19-39	40-60
Hours of Operation:	0-3000	3001-6500	6501-10000
Warranty Repair Costs:	100%	50%	25%

Today's Date: _____

Date of Start Up: _____

Date of Failure: _____

Pump Model: _____

Serial No. _____

HP: _____

Voltage: _____

Operating Conditions:

Head _____

Flow _____

Application: _____

Distributor Name (who was the pump purchased from?): _____

Dist. original P.O.# _____

Distributor Contact Name: _____

Phone: _____

Email: _____

Detailed Description of Failure:

All completed warranty evaluation forms should be emailed to ams@pumpsebara.com and bhorridge@pumpsebara.com. Failure to complete all the above-mentioned information will delay the processing of your RMA.



ACTION ITEM SUMMARY	Item Number:	10.D.
Resolution 1127	Date:	April 13, 2023
Director of Utilities	From:	Terry Upshaw

RE: Resolution 1127 purchase of water meter setters for Brown Ave Street project.

RECOMMENDATION: Approve Resolution 1127.

DETAILS, In order to maintain the schedule for Brown Ave. street project the city needs to purchase water meter setters, that currently have a 20 plus week lead time. The city will provide these setters to the contractor that gets selected to perform the relocation of water utilities. City staff requested quotes from 3 vendors (Core & Main, Fortiline, and Ferguson Waterworks). Of the 3, Core & Main is the cheapest and possible the shortest lead times.

COUNCIL ACTION NEEDED: Approve the purchase of 75 water meter setters for the Brown Ave. Street project.

STAFF RECOMMENDATION: Authorize City staff to purchase water meter setters form Core & Main.

RESOLUTION NO. 1127

**A RESOLUTION AUTHORIZING THE PURCHASE OF WATER
METER SETTERS FOR THE BROWN AVE STREET PROJECT**

WHEREAS, the City of Osawatomie, Kansas, owns and operates the water utility; and needs material to continue to repair and replace sections of the infrastructure; and

WHEREAS, the City of Osawatomie, Kansas, is in the planning process of reconstructing Brown Ave from 7th to 12th, and in doing so moving water utilities out of the street and into the right of way; and

WHEREAS, the city of Osawatomie, seeking to keep the street project on schedule, needs to order certain materials that currently have a 20 plus week lead time.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby authorizes the purchase 75 water meter setters from Core & Main, for the price of \$11,969.00.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of April, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

Tammy Seamands, City Clerk



Customer #	084166
Order #	S580368
Date Ordered	03/27/23
Job #	
Job Name	
Purchase Order #	
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	TERRY
Ship Via	CORE & MAIN LP

Sold To:
CITY OF OSAWATOMIE KANSAS
CITY CLERK - CITY HALL
PO BOX 37
OSAWATOMIE, KS 66064-0037

Ship To:
CITY OF OSAWATOMIE KANSAS
820 Lincoln Ave
OSAWATOMIE, KS 66064

Branch:
KANSAS CITY-W KS
Branch - 490
11510 Strang Line Rd
Olathe, KS 66062

Phone: 913-469-5820

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	4607VB7112W4433NL	VB71-12W-44-33NL 5/8X1/2 METER SETTER NO LEAD	75			159.59000	EA	11969.25

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	11969.25
Tax Amount:	.00
Other Charges:	.00
Total:	11969.25

<https://survey.medallia.com/?bidsorder&fc=2923&on=33693>



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
227320	FORTILINE KANSAS CITY	6318697	3/25/23	1

CUSTOMER	PROJECT INFORMATION
CITY OF OSAWATOMIE PO BOX 37 OSAWATOMIE, KS 66064	5/8 METER SETTER W/O CHECK VALVE

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	75	EA	***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** 5/8 METER SETTER 12" TALL WITHOUT A CHECK VALVE ON THE OUTLET MUELLER NUMBER: 225P2470-RN LEAD TIME IS 36 WEEKS	164.0000	12,300.00
				Subtotal:	12,300.00
				Tax:	.00
				Bid Total:	12,300.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JD6 3/25/23 9:09:31



ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	April 13, 2023
	From:	Michele Silsbee

RE: Ordinance 3825 – An ordinance prohibiting dumpsters from being placed on public streets

RECOMMENDATION: Approve Ordinance 3825 – Amending Chapter 13 to include prohibition of dumpsters on public streets

DETAILS: Dumpsters on public streets pose significant safety and health hazards to the community. Dumpsters take up valuable space on the road, making it difficult for drivers and pedestrians to navigate safely. They can also obstruct emergency vehicles, making it harder for them to respond to calls quickly. In addition, placing dumpsters on public streets and moving them around can cause damage to the surface material of the street.

13-217. Dumpsters

No person, including but not limited to property owners, tenants, or waste management companies, shall place or allow the placement of any dumpster on any public street within the City of Osawatomie.

Exceptions to this prohibition are:

- (a) Temporary placement of dumpsters by the City of Osawatomie, or the city’s contractors for purposes of repairs, construction, or maintenance activities.
- (b) Temporary placement of dumpsters by public utilities for emergency repairs or maintenance.

Related Statute / City Ordinances	Chapter XIII. Streets and Sidewalks; Article 2. Streets
Line Item Code/Description	N/A
Available Budget:	N/A

ORDINANCE NO. 3825

AN ORDINANCE AMENDING CHAPTER 13 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE FOR THE PURPOSE OF PROHIBITING DUMPSTERS FROM BEING PLACED ON PUBLIC STREETS WITHIN THE CITY OF OSAWATOMIE.

WHEREAS, the placement of dumpsters on public streets can create hazards and inconvenience for Emergency Personnel responding to calls; and

WHEREAS, the placement of dumpsters on public streets can block parking and make public streets more difficult to navigate safely for residents, and visitors; and

WHEREAS, the placement and weight of dumpsters can cause damage to public streets; and

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

SECTION 1. Chapter 13, Article 2, Section 217 of the City of Osawatomie Municipal Code is created to read as follows:

13-217. Dumpsters

No person, including but not limited to property owners, tenants, or waste management companies, shall place or allow the placement of any dumpster on any public street within the City of Osawatomie.

Exceptions to this prohibition are:

- (a) Temporary placement of dumpsters by the City of Osawatomie, or the city's contractors for purposes of repairs, construction, or maintenance activities.
- (b) Temporary placement of dumpsters by public utilities for emergency repairs or maintenance.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in force after one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of April, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)
ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	April 13, 2023
	From:	Michele Silsbee

RE: Ordinance 3826 – An ordinance regulating the use of public right of way and establishing a permitting process for public utilities.

RECOMMENDATION: Approve Ordinance 3826 – Amending Chapter 12 of the Osawatomie Municipal code to add Article 10, Sections 1001-1013 containing guidelines regarding the use of the right-of-way within the City of Osawatomie and add a permitting process of use of City right-of-way.

DETAILS: The purpose of the proposed addition of Article 10 under Chapter 12: Public Property would provide guidelines regarding the use of the right-of-way within the City of Osawatomie and add a permitting process. The proposed amendment requires that utility companies notify the city of their intent to move utilities or perform any utility work. Additionally, a permit with detailed plans of work and permit fee would be obtained before any work could be performed giving city staff time to review any conflicts with existing infrastructure, planned street projects, or planned infrastructure upgrades/relocations. This would allow city staff to direct where utility companies place or relocate non-city owned infrastructure and ensure that in that process no damage is done to city infrastructure in and above city right-of-way.

With this amendment, the city would also have the ability to inspect and confirm that the work is completed as planned, does not create conflicts, and that street or right-of-way is returned to a condition that is equal to or better than when the work began. As City Utilities and Public Works Departments continue to upgrade infrastructure and complete street rehab projects, right-of-way permits would allow us to better work with other utilities to ensure efficient use of right-of-way space and reduce future conflicts.

This section of the code would not require a property owner to get a right-of-way permit to complete work within the boundaries of their own property.

Related Statute / City Ordinances	Chapter XII. Public Property
Line Item Code/Description	N/A
Available Budget:	N/A

ORDINANCE NO. 3826

**AN ORDINANCE FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC
RIGHT-OF-WAY FOR THE CITY OF OSAWATOMIE, KANSAS; ADDING NEW
OSAWATOMIE MUNICIPAL CODE CHAPTER 12, ARTICLE 10, SECTIONS 1001-
1013.**

WHEREAS, there is not currently a permitting process for regulating use of right-of-way within City of Osawatomie city limits; and

WHEREAS, a permitting process would allow city staff to review and direct utility placement in City right-of-way and ensure the integrity of City infrastructure; and

WHEREAS, a permitting process would reduce conflicts between utilities and ensure that City staff were made aware of all work done around City infrastructure; and

WHEREAS, the intentional and efficient use of City right-of-way is necessary for the continued growth and development of the city; and

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

SECTION 1. The code of the City of Osawatomie is hereby amended by adding Chapter 12, Article 10, Sections 1001-1013 which read as follows:

12-1001. Purpose

- A. The purpose of this Article will be to regulate occupancy, obstructions of and excavations in the right-of-way by providing, among other things, for the issuance of permits granting authority to utilize and occupy the right-of-way within the City.
- B. The permittee shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City and is subject to all applicable laws orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, the permittee shall be subject to all technical specifications, design criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, surface restoration and other requirements on the use of the right-of-way.

12-1002. Administration

The principal City Official responsible for administration of right-of-way permits shall be the Public Works Director or Utility Director.

12-1003. Registration and License

Before receiving a permit, the permittee must show proof of all other applicable materials subject to any other articles of this code. This includes but is not limited to registration, license, insurance and franchise agreement.

12-1004. Permit Requirements

- A. Except as otherwise provided, no excavating or obstructing of any right-of-way may commence until the appropriate right-of-way permit has been obtained. Applicants for a right-of-way permit must obtain locates pursuant to Kansas law (66-1801. Kansas underground utility damage prevention act.).
- B. A right-of-way permit will not be required for a property owner completing work within the boundaries of their property. Locates pursuant to Kansas law and other city permits or fees may still apply depending on the work completed.
- C. A right-of-way permit is required for emergency situations. For unscheduled emergency maintenance repairs no notification to the Public Works Director will be required until service is resumed. Coordination with City of Osawatomie staff is required if the emergency repair work will cause temporary lane reductions or closures. On the first working day subsequent to such repairs, the utility company shall notify the Public Works Director. At that time, the utility shall make an application for the required permit following normal procedures.
- D. Prior to the commencement of excavation, the permittee shall identify with markers or paint the perimeter of the excavation and the identification of any buried facilities. The specific placement locations for the work in the right-of-way must be approved by the Director of Public Works, Director of Utilities, or their designee prior to work starting. The Directors shall insure that the placement locations will not interfere with the construction, repair, or maintenance of City infrastructure and meet the following standards.
 - a. The specific placement locations shall be designed and the property installed so that the Permittee's installed property is a minimum of three (3) feet under and/or three (3) feet laterally from any water mains, sewer mains, electric lines, and utility poles (3 feet laterally).
 - i. Except where it is necessary to cross water mains, sewer mains, or electric lines pursuant to the conditions of this permit,

- ii. Or, except where the Utilities Director grants a written exception after considering the totality of the circumstances and the best interests of the City;
- b. The Permittee must obtain the consent of the Utilities Director prior to each instance where a water main, sewer main, or electric line must be crossed.
 - i. The Utilities Director shall grant consent for the crossing of any water mains, sewer mains, or electric lines where Permittee demonstrates compliance with all City standards for said crossings, and
 - ii. Permittee has made appropriate arrangements for a City utility employee to be present at the work site at all times while work is performed at the crossing.
 - iii. Permittee agrees to compensate the City for the cost of the utility employee while on the work site at the rate of forty dollars (\$40.00) per hour.
- E. All underground installations crossing hard surface type paved roadways shall be done by boring unless an exception is granted by the public works department. All street cuts, when approved, must be saw-cut prior to street patch.
- F. Permittee's construction methods, equipment, and operational procedures shall be subject to approval of the Public Works Director.
- G. Permittee's construction shall be in accordance with current city standards and good construction practice.
- H. The holder of the permit agrees to warrant all workmanship and installations for one year after completion of the project.
- I. If the City engages in any construction project on its right-of-way which is owned by or under the control of the City which makes it necessary to remove or relocate any portion of the facilities owned by permittee, the permittee shall make any necessary relocation at no cost to the City.

12-1005. Permit Applications

- A. Application for a right-of-way permit shall be submitted to the Public Works Director.
- B. Right-of-way permit applications shall contain, but not be limited to, the following information: the permittee's name, address, insurance certificate, bonds, maps/plans, and work description for processing the right-of-way permit.
- C. Right-of-way permit applications will not be considered complete or processed without the aforementioned materials and payment of all money due to the City for franchise fees, permit fees and costs, for prior obstructions or excavation costs, for any loss, damage or expense suffered by the City because of the applicant's prior excavations or obstructions of the right-of-way or for any emergency actions taken by the City.

- D. The permittee shall keep all right-of-way permit information current at all times by providing the Public Works Director information as to changes within fifteen (15) days following the date on which the permittee has knowledge of any change.

12-1006. Issuance of Permit

- A. If the Public Works Director or their designee determines that the applicant has satisfied the requirements of this Chapter, the Public Works Director may issue a right-of-way permit.
- B. The Public Works Director or their designee may impose reasonable conditions upon the issuance of a right-of-way permit and the performance of the applicant thereunder in order to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to protect the property and safety of the other users of the right-of-way, and to minimize the obstruction and inconvenience to the traveling public.
- C. A right-of-way permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any permittee who determines that an area greater than that which is specified in the permit must be excavated or obstructed must do the following prior to the commencement of work in that greater area:
 - a. Make application for a permit extension and pay any additional fees required thereby, and
 - b. Receive a new permit or permit extension.
- D. A right-of-way permit shall be valid sixty (60) days after the date of issuance unless. No permittee may commence work before giving two (2) full working days notice to Public Works Staff and receiving an initial inspection of marked areas. If a permittee does not complete the work by the permit end date, the permittee must apply for and receive a new permit or a permit extension for additional time. This supplementary application must be submitted to the City prior to the permit end date.
- E. Staff will notify the permittee in writing once the permit has been issued.
- F. Right-of-way permits issued shall be available at all times at the indicated work site and shall be available for inspection by the Public Works Director, other City employees, and the public.
- G. Issued permits are not transferable.
- H. Obtaining a right-of-way permit under this Chapter shall not relieve the permittee of its duty to obtain all other necessary permits, licenses and authority and to pay all fees required by any other City, County, State or Federal rules, laws or regulations.

12-1007 Inspections

- A. The City of Osawatomie Public Works or Utility staff will perform inspections on, but not limited to, the following types of construction activities:
 - a. Any construction that affects City of Osawatomie infrastructure: streets, sidewalks, storm sewer, water lines, sanitary sewers, street lights, traffic signals, etc.
 - b. All street cuts and restoration
 - c. All curb cuts and restoration
 - d. All sidewalk and driveway approach replacement completed by someone other than the property owner
 - e. Directional boring within the right-of-way
 - f. Connections to any City-owned facility (storm sewer, sanitary sewer, waterline, utility poles, etc.)
 - g. Compliance with traffic control plan, temporary lane reductions, and closures
- B. Pre-placement inspections are required for pavement, pavement restoration, curb and gutter, drive approaches, and sidewalks. A pre-placement inspection must be requested at least 48 hours in advance.
- C. At the time of inspection, the Public Works Director, Utilities Director, or their designee may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The Public Works Director may issue a violation order to the permittee for any work which does not conform to the applicable standards, conditions, code or terms of this permit. The violation order shall state that failure to correct the violation will be cause for revocation of the permit.

12-1008. Permit Fees

- A. The right-of-way permit fee will be recommended by the Public Works Director, approved by the City Council and listed in the schedule of fees maintained in the City Clerk's office.
- B. No right-of-way permit shall be issued prior to the payment of such fees.
- C. Fees paid for a permit, which is subsequently revoked by the Public Works Director for a breach of this Chapter, are not refundable.

12-1009. Performance Bonds and Liability Insurance Certificates

- A. The permittee shall provide a performance and maintenance bond and liability insurance certificate as listed in the schedule of fees maintained in the City Clerk's office.

- B. All performance and maintenance bonds provided will be held for one year while the permittee is responsible for damage or failure of work in the right-of-way.
- C. No performance bond or liability insurance certificate will be required of any governmental utility or of any residential property that does not utilize a contractor to perform the excavation.

12-1010. Right-of-Way Repair and Restoration

- A. The work to be done under the right-of-way permit and the repair and restoration of the right-of-way as required herein must be completed within the dates specified in the permit. However, in the event of extraordinary circumstances beyond the control of the permittee or when work was prohibited by unseasonable or unreasonable conditions, the Public Works Director may increase the dates for completion of the project by as many days as work was delayed.
- B. The permittee shall repair its own work at no expense to the City or any of the City's agents, representatives or authorized contractors.
- C. All backfilling and restoration work will be the responsibility of the permit holder and requires inspection by the Public Works department.
- D. The Permittee shall return the right-of-way to its original condition to the satisfaction of the Public Works Director and shall remove all rubbish and debris promptly following completion of construction and before final inspection by the city. If final inspection determines corrective measures are necessary, such corrective measures shall be initiated within ten (10) days and promptly completed by Permittee.
- E. The City of Osawatomie shall bill Permittee and Permittee agrees to pay the City of Osawatomie the cost to repair or replace any City utility infrastructure damaged by Permittee or Permittee's employees or agents. City infrastructure shall include, but not be limited to, water, sewer, sidewalks, utility poles, storm sewer, curbs and gutters, and traffic control devices.
- F. If the permittee fails to restore the right-of-way in the manner and to the condition required by the Public Works Director or fails to satisfactorily and timely complete all restoration required by the Public Works Director, the Public Works Director may choose to complete such work. In such an event, the permittee shall pay to the City the costs associated with restoration of the right-of-way.

12-1011. Protective Measures

- A. Staff will review each right-of-way permit application to determine if a traffic control plan will be required. If required, the traffic control plan must be submitted and approved before the right-of-way permit will be issued.

- B. Coordination with Public Works staff is required for all work that includes temporary lane reductions or closures. The permittee must notify staff a minimum of 48-hours in advance of scheduled temporary lane reductions or closures. Immediate notification is required for unscheduled emergency maintenance operations that include temporary lane reductions or closures.
- C. Workers are required to follow all applicable safety regulations, including wearing approved safety apparel at all times. The Permittee shall be responsible for establishing safety measures to protect the public from any and all harm until construction is complete and for compliance with OSHA.

12-1012. Abandoned and Unusable Facilities

Abandoned facilities should be removed when possible. When abandoned facilities cannot be removed the permittee and/or utility owner should clearly denote or mark facilities as abandoned.

12-1013. Penalties

The penalty for working in the right-of-way without a valid permit will be equal to double the fee of obtaining the permit and work will cease until a valid permit can be obtained.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in force after one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of April, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)
ATTEST:

Tammy Seamands, City Clerk

Public Works Department
820 Lincoln Avenue
PO Box 37
Osawatomie, Kansas 66064
(913) 755 - 4525
publicworks@osawatomieks.org



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

RIGHT OF WAY PERMIT

APPLICATION FOR PERMIT TO WORK ON CITY RIGHT-OF-WAY, CITY EASEMENT, AND CITY PROPERTY.

PERMIT # _____

Date Issued _____

Site Location _____

APPLICANT INFORMATION

Applicant Name: _____

Company Name: _____

Mailing Address: _____

Contact Phone #: _____ Email: _____

Date of Application: _____ Authorized Signature: _____

Description of Work

Please attach drawing or engineering plans of the permit location.

Reason for Construction:

- | | | | |
|--|--|------------------------------------|---|
| <input type="checkbox"/> Driveway Entrance | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Sewer/Water Service | <input type="checkbox"/> Telephone | <input type="checkbox"/> Waterline |
| <input type="checkbox"/> Other: _____ | | | |

Area Affected:

- | | | | | |
|--------------------------------|----------------------------------|----------------------------------|---------------------------------|--|
| <input type="checkbox"/> Alley | <input type="checkbox"/> Curbing | <input type="checkbox"/> Parking | <input type="checkbox"/> Street | <input type="checkbox"/> Other (please specify): _____ |
|--------------------------------|----------------------------------|----------------------------------|---------------------------------|--|

Existing Surface Composition:

- | | | | |
|----------------------------------|--------------------------------|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> Asphalt | <input type="checkbox"/> Brick | <input type="checkbox"/> Concrete | <input type="checkbox"/> Gravel/Dirt |
|----------------------------------|--------------------------------|-----------------------------------|--------------------------------------|

Other(please specify): _____

Curbing Removal Only:

- | | | |
|---|--|--|
| <input type="checkbox"/> Curb will be saw cut | <input type="checkbox"/> Curb will be removed at joint | <input type="checkbox"/> Linear feet/cubic yards to be removed |
|---|--|--|

Pavement Cuts:

- | | |
|---|---|
| <input type="checkbox"/> Pavement saw cut | <input type="checkbox"/> Size of cut: _____ |
|---|---|

Projected Start Date: _____

Projected Completion Date: _____

Public Works Director or Authorized Representative – Approval Signature _____

Inspections are required for sewer connections, waterline replacement/connection, backfill under pavement, concrete forms, pole attachments, and final stabilization of disturbed area. Forty-eight (48) hours advanced notice is required.

To schedule an inspection please call 913-755-2146 x 231.



ACTION ITEM SUMMARY	Item Number:	10.G
	Date:	April 13, 2023
	From:	Michele Silsbee

RE: Ordinance 3827 – Truck and Semi-trailer Traffic on Main St.

RECOMMENDATION: Approve Ordinance 3827 – Repealing Section 14-205 of Osawatomie’s Municipal Code to allow truck and semi-trailer traffic on Main Street between First Street and Sixth Street.

DETAILS: Main Street is the primary east/west arterial street in Osawatomie. As such, many residents, contractors, and companies use it to conduct business, including the use of trucks and semi-trailers, to access highways and various areas of town. Considering Main Street’s connection with US 169 Hwy there is not a secondary east/west arterial that could provide this same level of access. Additionally, the planned reconstruction of Sixth Street will require detours from truck and semi-trailer traffic onto Main Street while under construction.

Related Statute / City Ordinances	Chapter XIV. Traffic
Line Item Code/Description	N/A
Available Budget:	N/A

ORDINANCE NO. 3827

**AN ORDINANCE REPEALING SECTION OF THE CODE OF THE CITY OF
OSAWATOMIE, KANSAS.**

WHEREAS, Main Street is the primary east/west arterial street in the City of Osawatomie; and

WHEREAS, Main Street's connection with US 169 Hwy makes it the preferred arterial access for truck and semi-trailer traffic conducting business in and about the City of Osawatomie; and

WHEREAS, the planned reconstruction of Sixth Street will require truck detours onto Main Street; and

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

SECTION 1. Section 14-204 of the code of the City of Osawatomie is hereby repealed which read as follows:

14-205. ~~Same; Main Street.~~ RESERVED FOR FUTURE USE.

~~Truck and semi-trailer traffic is prohibited upon Main Street, between First Street and Sixth Street, except for the purpose of loading or unloading cargo at areas immediately adjacent to the street.~~

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in force after one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of April, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)
ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: FEBRUARY 28TH, 2023

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	201,195.68	827,633.19	482,096.31	546,732.56	0.00	2,021.73	548,754.29
02 -WATER	43,089.94	223,390.34	178,749.41	87,730.87	0.00	38.39	87,769.26
03 -ELECTRIC	818,908.70	715,013.70	655,295.43	878,626.97	0.00	3,730.70	882,357.67
04 -SEWER	201,863.77	180,605.05	133,523.56	248,945.26	0.00	0.00	248,945.26
05 -REFUSE	(5,324.03)	206,706.66	32,125.46	169,257.17	0.00	0.00	169,257.17
06 -LIBRARY	121,432.39	0.00	175.33	121,257.06	0.00	0.00	121,257.06
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	(7,421.70)	0.00	(3,318.35)	(4,103.35)	0.00	0.00	(4,103.35)
09 -INDUSTRIAL PROMOTION	2,827.30	5,264.64	26,625.34	(18,533.40)	0.00	0.00	(18,533.40)
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	17,819.78	0.00	29.21	17,790.57	0.00	0.00	17,790.57
12 -STREET IMPROVEMENTS	205,628.74	66,636.97	0.00	272,265.71	0.00	0.00	272,265.71
13 -TOURISM	47,238.36	5,562.99	14,431.33	38,370.02	0.00	100.00	38,470.02
14 -PUBLIC SAFETY EQUIPMENT	97,540.50	31,880.49	0.00	129,420.99	0.00	0.00	129,420.99
15 -POLICE SEIZURES	1,019.00	0.00	0.00	1,019.00	0.00	0.00	1,019.00
17 -OPIOID SETTLEMENT	1,037.79	9,787.17	0.00	10,824.96	0.00	0.00	10,824.96
18 -GOLF COURSE	243,160.87	39,562.85	56,058.53	226,665.19	0.00	0.01	226,665.20
21 -CIP - GENERAL	8.08	0.00	0.00	8.08	0.00	0.00	8.08
22 -CIP -WATER	(956,777.17)	0.00	3,514.00	(960,291.17)	0.00	0.00	(960,291.17)
23 -CIP - ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -CIP - SEWER	(446,288.87)	558,073.38	780,299.44	(668,514.93)	0.00	0.00	(668,514.93)
25 -CIP - STREET PROJECT	4,142,082.93	0.00	0.00	4,142,082.93	0.00	0.00	4,142,082.93
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	612.75	478,952.28	266,926.35	212,638.68	0.00	(1,735.68)	210,903.00
32 -CAFETERIA 125	82,348.77	3,072.90	1,495.13	83,926.54	0.00	0.00	83,926.54
35 -TECHNOLOGY FUND - CIP	23,707.49	6,139.12	0.00	29,846.61	0.00	0.00	29,846.61
41 -BOND & INTEREST	479,643.47	448,310.70	783,110.00	144,844.17	0.00	0.00	144,844.17
43 -ELECTRIC DEBT SERVICE	261,508.48	75,000.00	78,400.00	258,108.48	0.00	0.00	258,108.48
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	24,275.08	8,702.00	5,210.00	27,767.08	0.00	0.00	27,767.08
53 -FORFEITURES	22,665.58	0.00	840.98	21,824.60	0.00	0.00	21,824.60
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58 -MAYOR'S CHRISTMAS TREE FU	430.01	(236.81)	0.00	193.20	0.00	0.00	193.20
93 -CREDIT CARD CLEARING FUND	29,064.67	5,507.90	0.00	34,572.57	0.00	0.00	34,572.57
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,677,155.94	3,895,565.52	3,495,587.46	6,077,134.00	0.00	4,155.15	6,081,289.15
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

City of Osawatomie
Year to Date Fund Report
As of February 28, 2023

	General (1)	Water	Electric	Sewer	Refuse	Library
Beginning Cash Balances	201,195.68	43,089.94	818,908.70	201,863.77	(5,324.03)	121,432.39
YTD Revenue	827,633.19	223,390.34	715,013.70	180,605.05	206,706.66	-
YTD Expense	482,096.31	178,749.41	655,295.43	133,523.56	32,125.46	175.33
Total Increase/ (Decrease)	345,536.88	44,640.93	59,718.27	47,081.49	174,581.20	(175.33)
Ending Cash Balance	546,732.56	87,730.87	878,626.97	248,945.26	169,257.17	121,257.06
Budgeted Expenses	3,462,251.00	1,431,404.00	4,555,588.00	1,044,838.00	481,222.00	101,332.00
Percent of Budget	13.92%	12.49%	14.38%	12.78%	6.68%	0.17%

	Industrial (1)	SP&R	Street Imp	Tourism	Pub Safety (1)	Police Seizures
Beginning Cash Balances	2,827.30	17,819.78	205,628.74	47,238.36	97,540.50	1,019.00
YTD Revenue	5,264.64	-	66,636.97	5,562.99	31,880.49	-
YTD Expense	26,625.34	29.21	-	14,431.33	-	-
Total Increase/ (Decrease)	(21,360.70)	(29.21)	66,636.97	(8,868.34)	31,880.49	-
Ending Cash Balance	(18,533.40)	17,790.57	272,265.71	38,370.02	129,420.99	1,019.00
Budgeted Expenses	47,021.00	5,160.00	226,073.00	164,871.00	101,961.00	-
Percent of Budget	56.62%	0.57%	0.00%	8.75%	0.00%	0.00%

City of Osawatomie
Year to Date Balance Sheet
As of February 28, 2023

	Golf	CIP- Gen	CIP-Water	CIP-Electric	CIP-Sewer	CIP-Street
Beginning Cash Balances	243,160.87	8.08	(956,777.17)	-	(446,288.87)	4,142,082.93
YTD Revenue	39,562.85	-	-	-	558,073.38	-
YTD Expense	56,058.53	-	3,514.00	-	780,299.44	-
Total Increase/ (Decrease)	(16,495.68)	-	(3,514.00)	-	(222,226.06)	-
Ending Cash Balance	226,665.19	8.08	(960,291.17)	-	(668,514.93)	4,142,082.93
Budgeted Expenses	455,426.00	-	-	-	-	-
Percent of Budget	12.31%	0.00%	0.00%	0.00%	0.00%	0.00%
	CIP-Special	EE Benefits (1)	Cafeteria 125	CIP-Tech	Bond & Int (1)	Elec Debt
Beginning Cash Balances	-	612.75	82,348.77	23,707.49	479,643.47	261,508.48
YTD Revenue	-	478,952.28	3,072.90	6,139.12	448,310.70	75,000.00
YTD Expense	-	266,926.35	1,495.13	-	783,110.00	78,400.00
Total Increase/ (Decrease)	-	212,025.93	1,577.77	6,139.12	(334,799.30)	(3,400.00)
Ending Cash Balance	-	212,638.68	83,926.54	29,846.61	144,844.17	258,108.48
Budgeted Expenses	-	891,901.00	-	-	1,732,201.00	436,800.00
Percent of Budget	0.00%	29.93%	0.00%	0.00%	45.21%	17.95%

**City of Osawatomie
Year to Date Balance Sheet
As of February 28, 2023**

	Court Bonds	Forfeitures	Evidence Liab	Fire Proceeds	Mayor's Chris	CC Clearing
Beginning Cash Balances	24,275.08	22,665.58	12,899.79	-	430.01	29,064.67
YTD Revenue	8,702.00	-	-	-	(236.81)	5,507.90
YTD Expense	5,210.00	840.98	-	-	-	-
Total Increase/ (Decrease)	3,492.00	(840.98)	-	-	(236.81)	5,507.90
Ending Cash Balance	27,767.08	21,824.60	12,899.79	-	193.20	34,572.57
Budgeted Expenses	-	-	-	-		-
Percent of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

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

Rural Fire

(7,421.70)

-

(3,318.35)

3,318.35

(4,103.35)

-

0.00%

Opioid

1,037.79

9,787.17

-

9,787.17

10,824.96

-

0.00%

CIP-Grants

3,556.79

-

-

-

3,556.79

-

0.00%

Court Adasp

7,401.00

-

-

-

7,401.00

-

0.00%

Total

5,677,155.94

3,895,565.52

3,495,587.46

399,978.06

6,077,134.00

15,138,049.00

23.09%

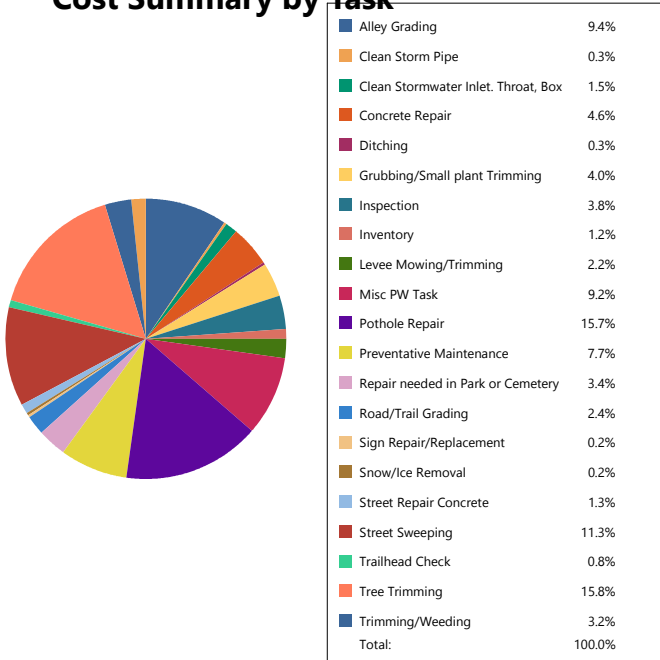
Osawatomie KS

Cost Summary By Task

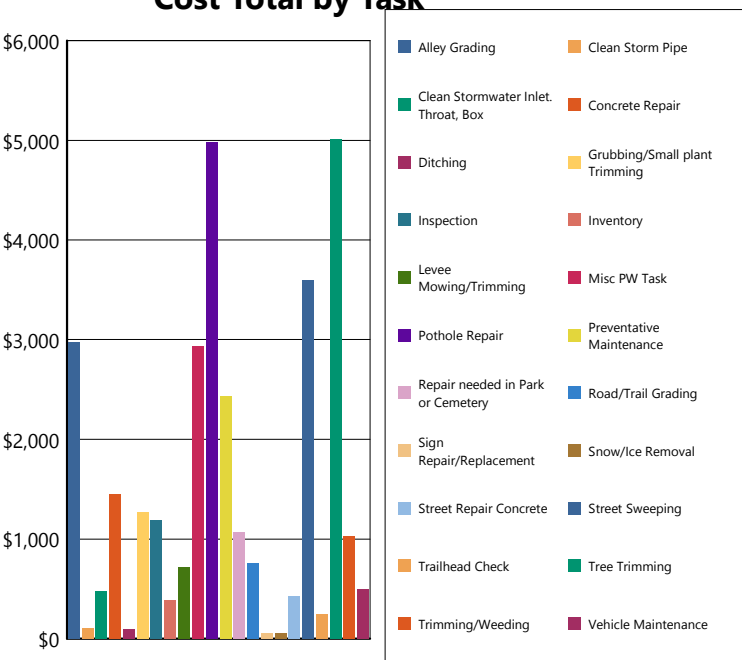
Reporting Dates March 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Total Cost
Alley Grading	3	28.00	\$547.12	\$1,978.06	\$454.92	\$0.00	\$2,980.10
Clean Storm Pipe	1	4.00	\$106.88	\$0.00	\$0.00	\$0.00	\$106.88
Clean Stormwater Inlet. Throat, Box	2	10.00	\$230.42	\$242.16	\$0.00	\$0.00	\$472.58
Concrete Repair	2	26.00	\$558.56	\$566.90	\$325.00	\$0.00	\$1,450.46
Ditching	1	1.00	\$27.96	\$69.24	\$0.00	\$0.00	\$97.20
Grubbing/Small plant Trimming	5	37.00	\$689.18	\$574.66	\$0.00	\$0.00	\$1,263.84
Inspection	15	27.00	\$687.35	\$504.44	\$0.00	\$0.00	\$1,191.79
Inventory	2	17.00	\$388.68	\$0.00	\$0.00	\$0.00	\$388.68
Levee Mowing/Trimming	4	27.00	\$484.70	\$227.79	\$0.00	\$0.00	\$712.49
Misc PW Task	24	106.00	\$2,185.82	\$747.43	\$0.00	\$0.00	\$2,933.25
Pothole Repair	11	75.00	\$1,634.01	\$2,013.39	\$1,338.75	\$0.00	\$4,986.15
Preventative Maintenance	9	59.50	\$1,318.69	\$1,116.56	\$0.00	\$0.00	\$2,435.25
Repair needed in Park or Cemetery	4	12.00	\$305.76	\$762.68	\$0.00	\$0.00	\$1,068.44
Road/Trail Grading	4	9.00	\$244.20	\$515.78	\$0.00	\$0.00	\$759.98
Sign Repair/Replacement	1	2.00	\$35.10	\$22.99	\$0.00	\$0.00	\$58.09
Snow/Ice Removal	1	2.00	\$55.92	\$0.00	\$0.00	\$0.00	\$55.92
Street Repair Concrete	1	6.00	\$134.08	\$212.92	\$77.50	\$0.00	\$424.50
Street Sweeping	8	53.00	\$1,000.11	\$2,600.00	\$0.00	\$0.00	\$3,600.11
Trailhead Check	4	4.00	\$101.92	\$143.72	\$0.00	\$0.00	\$245.64
Tree Trimming	17	109.00	\$2,069.50	\$2,938.36	\$0.00	\$0.00	\$5,007.86
Trimming/Weeding	6	23.00	\$427.44	\$604.45	\$0.00	\$0.00	\$1,031.89
Vehicle Maintenance	2	20.00	\$497.20	\$0.00	\$0.00	\$0.00	\$497.20
Tasks:	22	127	657.50	\$15,841.53	\$2,196.17	\$0.00	\$31,768.30
			\$13,730.60				

Cost Summary by Task



Cost Total by Task



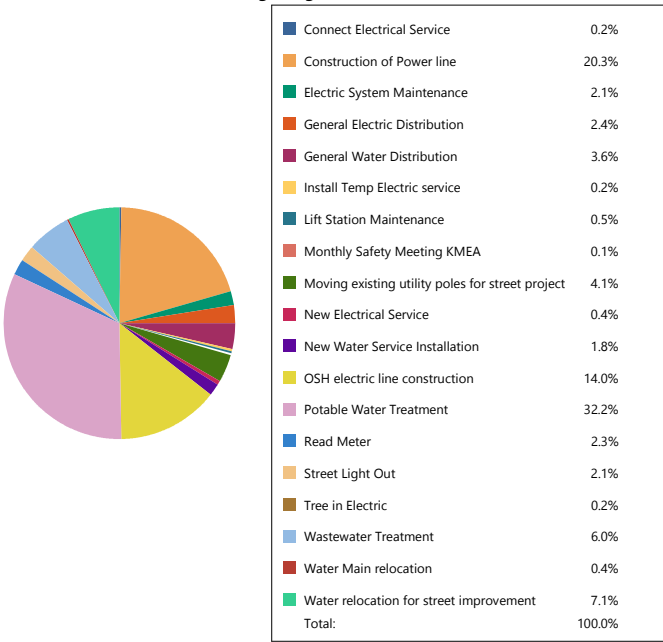
Osawatomie KS

Cost Summary By Task

Reporting Dates March 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Total Cost
Connect Electrical Service	1	4.00	\$112.16	\$130.00	\$13.41	\$0.00	\$255.57
Construction of Power line	11	146.50	\$4,003.30	\$4,582.50	\$18,095.86	\$0.00	\$26,681.65
Electric System Maintenance	1	25.00	\$494.30	\$1,175.00	\$1,103.50	\$0.00	\$2,772.80
General Electric Distribution	10	57.00	\$1,863.18	\$1,255.00	\$0.00	\$0.00	\$3,118.18
General Water Distribution	15	123.00	\$2,657.16	\$2,078.75	\$26.76	\$0.00	\$4,762.67
Install Temp Electric service	1	4.00	\$135.32	\$130.00	\$0.00	\$0.00	\$265.32
Lift Station Maintenance	2	18.00	\$378.84	\$280.00	\$0.00	\$0.00	\$658.84
Monthly Safety Meeting KMEA	1	5.00	\$98.86	\$0.00	\$0.00	\$0.00	\$98.86
Moving existing utility poles for street p	4	66.50	\$1,422.72	\$2,390.00	\$1,528.07	\$0.00	\$5,340.79
New Electrical Service	1	4.00	\$135.32	\$130.00	\$276.00	\$0.00	\$541.32
New Water Service Installation	2	27.00	\$568.26	\$942.30	\$873.88	\$0.00	\$2,384.44
OSH electric line construction	1	0.00	\$0.00	\$0.00	\$0.00	\$18,420.13	\$18,420.13
Potable Water Treatment	30	757.00	\$15,339.32	\$0.00	\$27,052.26	\$0.00	\$42,391.57
Read Meter	26	67.00	\$1,652.38	\$1,344.00	\$0.00	\$0.00	\$2,996.38
Street Light Out	4	25.00	\$796.75	\$780.00	\$1,215.68	\$0.00	\$2,792.43
Tree in Electric	1	4.00	\$135.32	\$150.00	\$0.00	\$0.00	\$285.32
Wastewater Treatment	30	259.50	\$6,148.26	\$0.00	\$1,700.06	\$0.00	\$7,848.31
Water Main relocation	1	9.00	\$189.42	\$335.00	\$0.00	\$0.00	\$524.42
Water relocation for street improvemen	10	105.00	\$2,292.74	\$4,201.90	\$2,874.52	\$0.00	\$9,369.16
Tasks:	19	152	1,706.50	\$19,904.45	\$54,760.00	\$18,420.13	\$131,508.16
			\$38,423.60				

Cost Summary by Task



Cost Total by Task

