

OSAWATOMIE CITY COUNCIL
AGENDA

November 30, 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. November 30, 2023 Agenda
 - B. November 9, 2023 Meeting Minutes
 - C. Pay Application(s)
 - BG Consultants – Brown Ave. Construction Admin - \$520.00
 - BG Consultants – Water Distribution Improvements (6th Street) - \$3,435.00
 - BG Consultants – KDOT – TA Levee & John Brown Loops - \$37,485.00
 - BG Consultants – WWTP Improvements - \$1,157.00
 - D. Special Event Permit(s)
 - Brad Ziegler KC Running Company – Mile Zero Trailhead
 - E. AP Council Report – October 2023
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
9. Unfinished Business
 - A. Resolution 1187 – Authorizing Sale of 904 Chestnut, Lots 15-18
 - B. Resolution 1188 – Authorizing Assistance Package for Businesses Along 6th Street (No Action)
 - C. Resolution 1189 – Authorizing the Mayor to Execute GIA for Solar Array
 - D. Resolution 1191 – Accepting Changes to City Council Policy 109 (Food Truck Policy)
10. New Business
 - A. Resolution 1190 – Temporary Change to Planning Commission Meeting Time
 - B. Discussion Regarding ~12 Acres of City-Owned Land (Indian Ridge Area)
 - C. Resolution 1192 – Changes to City of Osawatomie Employee Handbook/Personnel Policy – Defining Longevity Eligibility
11. Executive Session
12. Council Report
13. Mayor's Report
14. City Manager & Staff Report
15. Adjourn

NEXT REGULAR MEETING – December 14, 2023

Osawatomie, Kansas. **October 26, 2023.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were: Schasteen, Macek, Diehm, Dickinson, LaDuex, Bratton, Filipin and Caldwell. City Staff present at the meeting were: City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Public Works Director Michele Silsbee and Assistant to the City Manager Samantha Moon. Members of the public were: Derek Henness, Donna Eichorn, Jennifer Williams, Dale Samuels, Brian Kingsley and Brian McCauley.

INVOCATION. – Dale Samuels – Faith Community Church

CONSENT AGENDA. Approval of November 9, 2023 Agenda, October 26th Council Meeting Minutes, Pay Application – Killough Construction – \$668,804.10 - Street Improvements, Special Use Permit – Miracle on Main Street. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented. Yeas: All

COMMENTS FROM THE PUBLIC.

Pastor Dale Samuels - Faith Community Church is offering a free breakfast on Veterans Day for anyone that wants to stop by the church and have some pancakes and sausage.

PUBLIC HEARINGS. -None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

OZ COMMONS PHASE II “THE HUB” FINAL RECOMMENDATIONS – This was rescheduled to a later date.

UNFINISHED BUSINESS.

RESOLUTION 1182 –AUTHORIZING AGREEMENT WITH BG CONSULTANTS FOR NORTHLAND SEWER - Resolution 972 authorized application to the State of Kansas, Dept. of Commerce’s BASE grant program. While that first application was for design costs associated with the new water treatment plant and was not successful, we reapplied to the BASE Grant program for round two with a modified scope to extend sewer service to the Northland property. That application was successful and as was mentioned in Resolution 972, the city’s match requirement for the program was 25%.

The grant amount is for \$1,500,000. The city’s match is \$500,000. Because this extension will benefit not only Osawatomie, but the county as a whole, Bret approached the county for assistance with this match requirement. The county agreed to match \$250,000 so this will get a sewer line from the sewer plant up to the southeast edge of the Northland Property. It also gets us within a mile of the airport which would help greatly if the airport had an expansion and position of businesses to get them off of septic tanks. The county did ask for some credit for their participation in this for sewer tap fees. We offered dollar per dollar and they were very receptive of this. They would get a \$250,000 credit for tap fees for any businesses that would connect to this sewer line at the airport. **Motion** made by Dickinson, seconded by Schasteen to

approve Resolution 1182 – Authorizing the mayor to sign an agreement with BG Consultants for the design and construction engineering contract to extend sewer to northland development area and to enter into an interlocal agreement with Miami County for the matching funds requirement as presented. Yeas: All.

RESOLUTION 1186 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALWAYS & FUREVER- As we work towards a closing date with A&F, outlining the future relationship between A&F and the City of Osawatomie needs to be done. This agreement gets us pretty close to where we need to be. Pending final negotiations of the PSA, I would ask the council to adopt resolution 1186 which authorizes the City Manager to enter into an agreement with A&F for the provision of animal care services at the Always and Furever Animal Shelter at Osawatomie (or whatever the name ends up being).

The only items to be finalized in this agreement are the sections on Indemnification and an assurance that animals picked up in Osawatomie will be given preference to the shelter over animals picked up in Miami County or the City of Paola. **Motion** made by Schasteen, seconded by LaDuex to approve Resolution 1186 -Authorizing the city manager to enter into an agreement with Always & Furever for the provision of animal care services at the Osawatomie Animal Shelter. Yeas: All.

NEW BUSINESS.

RESOLUTION 1184 – DECLARING THE BOUNDARIES OF THE CITY OF OSAWATOMIE - State law requires that whenever a city adds or removes territory from within its corporate limits, the governing body of that city, make a formal declaration of the entire boundary of that city.

Since we've de-annexed a portion of land and annexed other portions, we are required to do so.

The last time the city was required to declare its boundaries was in 2009. The legal description from that resolution was sent to Allendbrand Drews along with the de-annexation and two annexations to confirm a correct legal description is included with this resolution. **Motion** made by Caldwell, seconded by Filipin to approve Resolution 1184 – Declaring the entire boundary of the City of Osawatomie as presented. Yeas: All.

RESOLUTION 1185 – AUTHORIZING PURCHASE OF TRANSFORMER FROM GARDEN CITY, KS – We had a critical failure of the transformer at the power plant substation on October 24. Garden City happened to have the transformer we needed. Garden City's City Commission voted on November 7th to sell the transformer to the City of Osawatomie.

This transformer will serve us as we finish our conversion work to move the 4 circuits currently served by the 4160/2400 voltage coming out of the power plant substation and ultimately decommission that substation. **Motion** made by Bratton, seconded by Caldwell to approve

Resolution 1185 – Authorizing the purchase of a transformer for the Osawatomie Electric Utility as presented. Yeas: All.

RESOLUTION XXXX – DISCUSS POSSIBLE ASSISTANCE FOR 6TH ST BUSINESSES DURING CONSTRUCTION – Bret and Michele met with some of the businesses along 6th street about a month ago. Due to the construction and limited access to their businesses they had an interest in what the city would do to help them get through the construction phase of this project. One of the things that Bret discussed with them was some possible assistance with utility bills. Council gave some direction so that the city manager could work on writing up a program to provide some utility assistance to those businesses while the construction is in front of the business.

RESOLUTION XXXX – DISPOSAL OF CITY OWNED PROPERTY (904 CHESTNUT)
-Bids for this property was originally due tomorrow but city offices will be closed for Veterans Day. We are extending the due date of the bids to Monday.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Kevin Schasteen ~ Thank you to the Mayor, Bret, Terry, Michele, Sam and the whole crew. They were out there all night long working hard to get the electricity back on. Thank you to Killough. They are really making progress now on Brown Ave. I also want to say thanks, I got some gravel on my alley.

Kenny Diehm ~ It's great to be able to drive Main all the way.

Lawrence Dickinson ~ The community Thanksgiving is November 19th in the city auditorium. I believe they are planning a Vespers concert on December 16th.

Karen LaDuex ~ Congratulations to the three incumbents that was re-elected and to Mr. Henness. I want to thank all of the city crews that got us through the transformer issue.

Cathy Caldwell ~ I want to comment how well our city leaders did in this crisis. Everyone of them chipped in and was willing to do whatever needed done. We are fortunate to have the people that we have in place. Also, congratulations to the new chamber director.

MAYOR'S REPORT

Congratulations Jennifer on becoming the new Chamber Director. The chamber office has moved to Donna & Viola's Shirts and the chamber dinner is Tuesday.

I am glad that we had the team in place that we have. They did a great job getting us through the transformer issue. We have some really good assets in Osawatomie.

I look forward to Derek coming aboard even though Karen has been a staple for many years. Derek thank you for stepping up and Karen thank you for your service.

CITY MANAGER & STAFF REPORTS.

Bret Glendening – They are working on the USDA letter of conditions. They will need our October financials. We will forward them to Austin Masters at USDA as soon as they are completed.

I appreciate the opportunity to serve this community.

Michele Silsbee – Asphalt will start on Brown next week and some of the mill & overlay projects were discussed.

Samantha Moon – Michele and I are working on a publicity information campaign for 6th Street because it is such an intense project.

I applied for a Place Making Grant for the hub this week. It is a \$100,000 opportunity and there is no match requirement.

We have started a gratitude campaign for city employees as a way to say Thanks.

OTHER DISCUSSION/MOTIONS.

Motion made by Bratton, seconded by LaDuex to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:46 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk



INVOICE NO. 36

November 3, 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 October as follows:

Engineering Services:

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

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

Resident Project Observation

Contract Amount	\$	234,000.00	
Work Completed to Date	\$	232,756.42	99%
Work Previously Billed	\$	231,599.42	
Subtotal		\$1,157.00	

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: \$1,157.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
Project Engineer

Construction Administration and Observation

Position	Hours/Miles/Units	Hourly Rate	Total Cost
Principal		\$ 244.00	\$ -
Project Engineer 4		\$ 192.00	\$ -
Project Engineer 3	6.5	\$ 178.00	\$ 1,157.00
Project Engineer 1		\$ 152.00	\$ -
Design Engineer		\$ 130.00	\$ -
Architect		\$ 185.00	\$ -
Design Architect		\$ 117.00	\$ -
Technician II		\$ 99.50	\$ -
Senior Construction Observer		\$ 146.00	\$ -
Certified Construction Observer		\$ 121.00	\$ -
Drexel Planroom Expense		\$ 201.56	\$ -
Mileage		\$ 0.63	\$ -
Total			\$ 1,157.00

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 Osawatimie

Attn: Bret Glendening, Deputy City Manager

439 Main Street

Osawatimie, KS 66064

November 5, 2023

INVOICE #15

Re: 2023 Osawatimie Water Distribution Improvements
Osawatimie, Kansas

BG Project No. 22-1195L

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

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

Basic Services	Lump Sum Amount	% Complete Progress	Subtotal
Preliminary Design.....	\$ 613,800.00	66.00%	\$ 405,108.00
Final Design.....	\$ 502,200.00	27.00%	\$ 135,594.00
Bidding.....	\$ 40,000.00	25.00%	\$ 10,000.00
Construction Phase.....	\$ 229,000.00	9.50%	\$ 21,755.00
Post-Construction.....	\$ 15,000.00	0.00%	\$ -
Subtotal #1 =			\$ 572,457.00

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).....	\$ 572,457.00
Less Previous Amount Billed (Thru Invoices: #14).....	\$ 569,022.00
Total Amount Owed this Invoice.....	\$ 3,435.00
Plus Previous Invoices Unpaid (none).....	\$ -
Total Amount Owed to Date.....	\$ 3,435.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 3,435.00
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For questions, please contact me at 785-537-7448 or brian.foster@bgcons.com.

Sincerely,



Brian J. Foster
Vice President



November 5, 2023

City of Osawatomie
c/o Bret Glendening, City Manager
439 Main Street
Osawatomie, KS 66064

Re: City Engineering Duties
23-1022L

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

This invoice is for services which were performed through the month of **October** as follows:

On-Call Services

Brown Ave. Construction Admin

8th and Brown Storm Sewer Structure Modification

ENGINEER/ARCHITECT IV (Rosebaugh)	1	hrs @	\$159.00	per hour	\$159.00
INTERN ENGINEER/ARCHITECT II	3	hrs @	\$131.00	per hour	\$393.00
Subtotal:					\$552.00

Total Amount Due \$552.00

Sincerely,

BG CONSULTANTS, INC.

Brian P. Kingsley, P.E.
Principal

* **by email only** *

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

November 6, 2023

INVOICE #9

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 October 2023 as follows:

	Lump Sum		
	Amount	% Complete	Subtotal
<u>Design Phase Services</u>			
Design Services (Lump Sum Fee).....	\$ 214,200.00	80.00%	\$ 171,360.00
		Subtotal #1 =	\$ 171,360.00
Professional Services Billed this Invoice.....			\$ 114,168.60
Total Professional Services Billed Thru this Invoice.....			\$ 171,360.00
Contract Value of Professional Services Remaining.....			\$ 42,840.00

Reimbursable Expenses

None this month.....	\$	-
	Subtotal #2 =	\$ -
Total Reimbursable Expenses Billed Thru this Invoice.....	\$	-

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 171,360.00
Less Previous Amount Billed (Thru Invoices: #8).....	\$ 133,875.00
Total Amount Owed this Invoice.....	\$ 37,485.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 37,485.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 37,485.00
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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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL OPERATING	MISCELLANEOUS ALEXANDER, MICHAEL	ALEXANDER, MICHAEL:RESTITU	250.00
			TOTAL:	250.00
ADMINISTRATION	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	69.08
			UTILITY BILLS	82.84
			UTILITY BILLS	1,913.16
		NAVRAT'S OFFICE PRODUCTS INC	WHITE COPY PAPER	232.00
		FIRST OPTION BANK	DOMAIN REGISTRATION	8.95
			SERVER/ADD ON	45.00
			WATER PROOF TARP	371.99
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	577.86
		KANSAS GAS SERVICE	UTILITIES	189.26
		LEAGUE OF KS MUNICIPALITIES	SILSBEE CONF REGISTRATION	375.00
			FILPIN CONFERENCE REGISTRA	300.00
		QUILL CORPORATION	PENS, CLIPS, STICKY NOTES	19.08
		WICHITA STATE UNIVERSITY	TAMMY SEAMANDS - MASTER CL	305.00
			DEE ROEHL - CITY CLERK YEA	485.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	105.00
		PITNEY BOWES INC.	POSTAGE METER LEASE	60.00
		WASTE MANAGEMENT	REFUSE SERVICES	18.88
		KSFIBERNET	INTERNET SERVICES	370.23
		RICOH USA, INC.	CITY HALL - COPIES	44.90
		RICOH USA, INC.	COPIER RENTAL - CITY HALL	260.47
		EVERGY	UTILITY BILLS	49.56
		SEAMANDS, TAMMY	TOLLS	11.50
		NITEL, INC.	PHONE & INTERNET SERVICES	251.06
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	243.56
			PHONE & INTERNET SERVICES	70.42
			PHONE & INTERNET SERVICES	243.56
		PAYCHEX	10/06 - PAYROLL SERVICES	154.45
			PAYROLL SERVICES - 10/20	164.91
		MOON, SAMANTHA	ICMA AUSTIN - REIMBURSEME	361.42
		GLENDENING, BRET	ICMA AUSTIN - REIMBURSEMEN	1,518.35
		LAUBER MUNICIPAL LAW, LLC	09/23 - CITY ATTORNEY	1,172.50
			09/23 - COUNCIL MEETINGS	1,155.00
		ROUSE FRETS WHITE GOSS GENTILE RHODES,	LEGAL FEES	3,715.82
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	1,189.70
			FULLY MANAGED IT SERVICES	15.00
		SCANLON, MICHAEL JAMES	OCTOBER 2023 CONSULTING	8,333.00
		SILSBEE, MICHELE	ICMA AUSTIN - REIMBURSEMEN	1,805.62
			TOTAL:	26,289.13
CODES ENFORCEMENT	GENERAL OPERATING	KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	108.36
		RURAL WATER DIST. #2	RURAL WATER SERVICES	184.93
		ZEP SALES & SERVICE	ZEP LINERS FOR POUND	322.89
		DREXEL TECHNOLOGIES INC	CAT LINE DRAWINGS	155.92
		KSFIBERNET	INTERNET SERVICES	41.14
		EVERGY	UTILITY BILLS	340.38
		NITEL, INC.	PHONE & INTERNET SERVICES	47.08
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	45.67
			PHONE & INTERNET SERVICES	13.21
			PHONE & INTERNET SERVICES	45.67
		PAYCHEX	10/06 - PAYROLL SERVICES	28.96
			PAYROLL SERVICES - 10/20	30.93
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET T2600 MFP	195.00
		WEX BANK	FUEL	332.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	223.10
		STIFTER, TYLER	NUSIANCE MOWING - 10/09	299.00
			09/27 - NUSIANCE MOWING	<u>440.00</u>
			TOTAL:	2,855.03
POLICE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	831.50
		NAVRAT'S OFFICE PRODUCTS INC	COPY PAPER	232.00
		O'REILLY AUTO PARTS	CABIN FILTER	9.41
		FIRST OPTION BANK	HOTEL	344.21
			DIGITAL TIRE GAUGE	15.99
			WATER	23.00
			SUBSCRIPTION SERVICE	95.97
			SUBSCRIPTION SERVICE	95.97
			SUBSCRIPTION SERVICE	95.97
			HOTEL	139.69
			HOTEL	139.69
			HOTEL	493.55
			SUBSCRIPTION SERVICE	95.97
			HEADLIGHT BULB	23.74
			DO NOT CROSS TAPE	21.80
			BANKERS BOXES	23.99
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	794.58
		KANSAS GAS SERVICE	UTILITIES	47.01
		WAL-MART CAPITAL ONE	VACUUM	279.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	80.00
		MIDWEST CARPET CLEANING INC	PD CARPET CLEANING	400.00
		WASTE MANAGEMENT	PD - REFUSE SERVICES	30.18
		GOOD GUYS PLUMBING INC	LAVATORY FAUCET REPAIR	149.58
		AXON ENTERPRISE INC	10 GB EVIDENCE CART	1,274.00
		NITEL, INC.	PHONE & INTERNET SERVICES	345.22
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	334.91
			PHONE & INTERNET SERVICES	96.84
			PHONE & INTERNET SERVICES	334.91
		PAYCHEX	10/06 - PAYROLL SERVICES	212.38
			PAYROLL SERVICES - 10/20	226.76
		ACTIVE911, INC.	ALERTING SUBSCRIPTION	195.00
		TRANSUNION RISK & ALTERNATIVE	SEPTEMBER 2023 BILLING	834.60
		WEX BANK	FUEL	3,656.78
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	1,635.90
		MIAMI TOW & RECOVERY LLC	TOWING 2010 HONDA ACCORD	<u>148.13</u>
			TOTAL:	13,758.23
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	459.24
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	108.36
		KANSAS GAS SERVICE	UTILITIES	95.09
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	45.00
		NITEL, INC.	PHONE & INTERNET SERVICES	47.08
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	45.67
			PHONE & INTERNET SERVICES	13.21
			PHONE & INTERNET SERVICES	45.67
		PAYCHEX	10/06 - PAYROLL SERVICES	28.96
			PAYROLL SERVICES - 10/20	30.93
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	<u>223.10</u>
			TOTAL:	1,142.31
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	4.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UTILITY BILLS	256.57
			UTILITY BILLS	1.50
			UTILITY BILLS	514.53
		O'REILLY AUTO PARTS	HEX BIT SET	35.98
		FIRST OPTION BANK	REPAIR HITCH BUMPER	1,154.74
		KC BOBCAT	STUMP GRINDER	392.47
			STUMP GRINDER	392.48
			POCKET - COUNTERSUNK	356.37
		FAMILY CENTER FARM & HOME	SHOVEL TUBES GORILLA	39.98
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	108.36
		KANSAS GAS SERVICE	UTILITIES	93.45
		BATTERIES PLUS	BATTERY	14.68
		LOGAN CONTRACTORS SUPPLY INC	FLOUR GREEN MARKING PAINT	108.00
		ULINE INC	SWEEPER RETURN	277.82-
			SANITIZER GLOVES SWEEPER	225.00
			SANITIZER GLOVES SWEEPER	121.13
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
		NITEL, INC.	PHONE & INTERNET SERVICES	47.08
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	45.67
			PHONE & INTERNET SERVICES	13.21
			PHONE & INTERNET SERVICES	45.67
		PAYCHEX	10/06 - PAYROLL SERVICES	28.96
			PAYROLL SERVICES - 10/20	30.93
		WEX BANK	FUEL	1,113.80
		MILLER AUTO SUPPLY	FITTINGS	15.45
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	223.10
			FULLY MANAGED IT SERVICES	<u>2.50</u>
			TOTAL:	5,182.11
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	4.40
			UTILITY BILLS	256.57
			UTILITY BILLS	149.01
			UTILITY BILLS	7.50
		KC BOBCAT	POCKET - COUNTERSUNK	356.37
		FAMILY CENTER FARM & HOME	MIRACLE GRO SPIKES TREE 12	29.97
			SHOVEL TUBES GORILLA	17.32
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	72.33
		RURAL WATER DIST. #2	RURAL WATER SERVICES	44.00
		VIKING INDUSTRIAL SUPPLY	TOWELS, LINERS, BAGS	584.08
		ULINE INC	SANITIZER GLOVES SWEEPER	121.13
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	125.00
		ROMANS OUTDOOR POWER	BOLT, WASHER, NUT	27.58
		GERKEN RENT-ALL INC	CONCRETE	935.05
		TOMO DRUG TESTING	DRUG TESTING	101.33
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
		EVERGY	UTILITY BILLS	18.63
		NITEL, INC.	PHONE & INTERNET SERVICES	31.43
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	30.49
			PHONE & INTERNET SERVICES	8.82
			PHONE & INTERNET SERVICES	30.49
		PAYCHEX	10/06 - PAYROLL SERVICES	19.33
			PAYROLL SERVICES - 10/20	20.64
		THE GROUND GUYS OF OLATHE	SEPT MONTHLY MAINTENANCE M	13,762.55
			LEVY MOWING	720.00
		WEX BANK	FUEL	355.21
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	148.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FULLY MANAGED IT SERVICES	2.50
		LITTLE FARM ON THE HILL	12 - 8" FALL MUMS	<u>180.00</u>
			TOTAL:	18,234.57
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	657.30
		FIRST OPTION BANK	PLASTIC SHEETING FOR TABLE	77.95
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	170.37
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	252.76
		KANSAS GAS SERVICE	UTILITIES	93.45
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	62.50
		WASTE MANAGEMENT	REFUSE SERVICES	22.26
		NITEL, INC.	PHONE & INTERNET SERVICES	109.82
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	106.54
			PHONE & INTERNET SERVICES	30.80
			PHONE & INTERNET SERVICES	106.54
		PAYCHEX	FIRE PAYROLL - 10/20/23	308.88
			10/06 - PAYROLL SERVICES	67.56
			PAYROLL SERVICES - 10/20	72.13
		WEX BANK	FUEL	76.81
		CFS INSPECTIONS	INSPECTION QUINT 45E ONE H	1,275.00
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	<u>520.39</u>
			TOTAL:	4,011.06
MUNICIPAL COURT	GENERAL OPERATING	FIRST OPTION BANK	FILE FOLDER & PAPER	70.15
			INK REPLACEMENT	28.89
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	108.36
		KANSAS STATE TREASURER	COURT FINES	2,485.00
		LANGUAGE LINE SERVICES	INTERPRETATION	72.33
		LAW OFFICE OF SHEILA M.SCHULTZ	OCTOBER 2023 - MUNICIPAL C	2,727.00
		KANSAS BUREAU OF INVESTIGATION	LABORATORY FEES	400.00
		NITEL, INC.	PHONE & INTERNET SERVICES	47.08
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	45.67
			PHONE & INTERNET SERVICES	13.21
			PHONE & INTERNET SERVICES	45.67
		PAYCHEX	10/06 - PAYROLL SERVICES	28.96
			PAYROLL SERVICES - 10/20	30.93
		LAUBER MUNICIPAL LAW, LLC	09/23 - CITY PROSECUTOR	12,406.00
		CLYDE & WOOD, LLC	COURT APPOINTMENT	68.00
			COURT APPOINTMENTS	76.50
			COURT APPOINTMENTS	85.00
			COURT APPOINTMENTS	153.00
			COURT APPOINTMENTS	93.50
			COURT APPOINTMENTS	76.50
			COURT APPOINTMENTS	161.50
			COURT APPOINTMENTS	76.50
			COURT APPOINTMENTS	68.00
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	<u>223.10</u>
			TOTAL:	19,590.85
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	690.04
		FIRST OPTION BANK	INTERNET SERVICES	95.00
			MARKERS & WIPES	7.50
			MOVIIES	19.96
			MOVIIES	9.95
			BOOKS	16.99
			LIBRARY PROGRAM MATERIALS	66.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TISSUES	27.09
			MOVIE	19.97
			COPY PAPER	37.99
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	36.03
		KANSAS GAS SERVICE	UTILITIES	49.55
		BAKER & TAYLOR	BOOKS	174.54
			BOOKS	65.95
			BOOKS	112.85
			BOOKS	91.99
			BOOKS	225.92
		NEKLS	BARCODES	30.99
		WAL-MART CAPITAL ONE	BAKING SUPPLIES	44.33
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	45.00
		OSAWATOMIE HIGH SCHOOL	LIBRARY YEARBOOK AD	70.00
		WASTE MANAGEMENT	REFUSE SERVICES	85.44
			RECYCLING	10.61
		EUDORA PUBLIC LIBRARY	BOOK REPLACEMENT	19.99
			LOST BOOK	16.95
		MIDWEST TAPE	DIGITAL MEDIA	198.59
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	95.00
		RICOH USA, INC.	LIBRARY COPIES	236.24
		RICOH USA, INC.	LIBRARY COPIER RENTAL	82.66
		NITEL, INC.	PHONE & INTERNET SERVICES	15.65
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	15.19
			PHONE & INTERNET SERVICES	4.39
			PHONE & INTERNET SERVICES	15.19
		PAYCHEX	10/06 - PAYROLL SERVICES	9.63
			PAYROLL SERVICES - 10/20	10.28
		MIDAMERICA BOOKS	BOOKS	220.61
			BOOKS	105.80
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	<u>74.18</u>
			TOTAL:	3,154.22
WATER ADMINISTRATION	WATER	KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	414.77
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
		KPERS	KPERS - AFTER RETIREMENT 1	470.10
			10/20/2023 - KPERS	448.48
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	127.88
			10/23 - IMCA	118.04
		EFTPS	OCT 2023 FEDERAL PAYROLL T	718.47
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	778.92
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	39.40
			OCT 2023 - LIFE, DENTAL, V	<u>9.80</u>
			TOTAL:	3,199.78
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTILITY BILLS	6,742.01
			UTILITY BILLS	194.66
		FIRST OPTION BANK	MOBIL POLYREX MOTOR BEARIN	17.05
			ANALYSIS BOTTLE KIT EUROF	1,080.00
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	669.59
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	108.36
		WAL-MART CAPITAL ONE	CLEANING SUPPLIES	41.12
		KWEA	KWEA LICENSES	120.00
		USA BLUE BOOK	HR SAMPLE CELLS	121.27
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	250.00
		HAWKINS INC	carbon	2,200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Freight	33.50
		WASTE MANAGEMENT	REFUSE SERVICES	37.65
		KPERS	KPERS - AFTER RETIREMENT 1	968.47
			10/20/2023 - KPERS	888.07
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	33.59
			10/23 - IMCA	176.29
		EFTPS	OCT 2023 FEDERAL PAYROLL T	1,457.77
		R. E. PEDROTTI CO., INC.	REAGENT MEASURING SET	444.23
		NITEL, INC.	PHONE & INTERNET SERVICES	47.08
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	45.67
			PHONE & INTERNET SERVICES	13.21
			PHONE & INTERNET SERVICES	45.67
		KANSAS HEALTH & ENVIRONMENTAL LABORATO	COLILERT DRINKING WATER	1,050.00
		PAYCHEX	10/06 - PAYROLL SERVICES	28.96
			PAYROLL SERVICES - 10/20	30.93
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	2,184.98
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	22.84
			OCT 2023 - LIFE, DENTAL, V	88.28
			OCT 2023 - LIFE, DENTAL, V	24.88
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	223.10
			FULLY MANAGED IT SERVICES	<u>1.67</u>
			TOTAL:	19,390.90
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTILITY BILLS	4.40
			UTILITY BILLS	55.30
		FIRST OPTION BANK	UTILITIES BODY CAMERA	62.99
			BLEACH & MOP	11.00
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	226.01
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	36.30
		KANSAS ONE CALL SYSTEM INC	LOCATES - SEPTEMBER 2023	54.80
		ULINE INC	SANITIZER GLOVES SWEEPER	72.27
		GERKEN RENT-ALL INC	CONCRETE	549.95
			CONCRETE	687.55
			CONCRETE	577.50
		TOMO DRUG TESTING	DRUG TESTING	101.33
		CORE & MAIN LP	CLP 2X12-1/2 REP	260.74
			HPT PROCODER PIT GAL	1,705.00
		WHISTLE REDI-MIX INC	WHISTLE REDI-MIX INC	837.68
		KPERS	KPERS - AFTER RETIREMENT 1	237.47
			10/20/2023 - KPERS	259.65
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	9.38
			10/23 - IMCA	84.38
		EFTPS	OCT 2023 FEDERAL PAYROLL T	403.50
		NITEL, INC.	PHONE & INTERNET SERVICES	15.77
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	15.30
			PHONE & INTERNET SERVICES	4.39
			PHONE & INTERNET SERVICES	15.30
		PAYCHEX	10/06 - PAYROLL SERVICES	9.70
			PAYROLL SERVICES - 10/20	10.36
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	12.60
		WEX BANK	FUEL	557.57
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	<u>74.74</u>
			TOTAL:	6,952.93
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS BROWN, GARY	01-053700-15	45.23
		GOFF, CAROL	01-242900-19	12.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE	54.50
			TOTAL:	112.43
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	UTILITIES SALES TAX SEPT 2	5,527.22
			UTILITIES SALES TAX SEPT 2	5,810.09
			UTILITIES SALES TAX SEPT 2	4,980.08
			UTILITIES SALES TAX SEPT 2	5,137.68
			INTEREST - POWER OUTAGE	107.28
			COMP USE SALES TAX - SEPT	3,949.96
			INTEREST & PENT - POWER OU	59.25
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	426.74
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	37.50
		KPERS	KPERS - AFTER RETIREMENT 1	488.45
			10/20/2023 - KPERS	466.95
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	129.20
			10/23 - IMCA	119.35
		EFTPS	OCT 2023 FEDERAL PAYROLL T	741.08
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	910.02
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	45.14
			OCT 2023 - LIFE, DENTAL, V	11.42
			TOTAL:	28,947.41
ELECTRIC PRODUCTION	ELECTRIC	KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	74.50
		KMEA	EMP1 - SEPTEMBER 2023	20,962.46
			EMP1 - SEPTEMBER 2023	35,224.24
			WAPA - SEPTEMBER 2023	8,432.00
			GRDA- OCTOBER 2023	93,814.00
			SPA SEPTEMBER 2023	2,210.84
		KANSAS GAS SERVICE	UTILITIES	43.63
			UTILITIES	234.32
		WASTE MANAGEMENT	REFUSE SERVICES	73.92
			REFUSE SERVICES	37.65
		KPERS	KPERS - AFTER RETIREMENT 1	110.62
			10/20/2023 - KPERS	105.88
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	4.80
			10/23 - IMCA	3.76
		EFTPS	OCT 2023 FEDERAL PAYROLL T	168.82
		EVERGY	UTILITY BILLS	45.82
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	269.00
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	0.26
			OCT 2023 - LIFE, DENTAL, V	10.98
			OCT 2023 - LIFE, DENTAL, V	3.10
		WEX BANK	FUEL	363.02
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	1.67
			TOTAL:	162,195.29
ELECTRIC DISTRIBUTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	TIRE & DISPOSAL	165.93
		CITY OF OSAWATOMIE	UTILITY BILLS	93.36
			UTILITY BILLS	55.30
			UTILITY BILLS	14.03
		O'REILLY AUTO PARTS	MEGACRIMP HYD HOSE	130.82
		FIRST OPTION BANK	UTILITIES BODY CAMERA	63.00
			SAFETY GLASSES	96.50
		FAMILY CENTER FARM & HOME	FUEL VP 50:1 GAL	95.96
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	723.81
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	180.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JOHN DEERE FINANCIAL	CHECK LOST IN MAIL - FINAN	126.44
		KANSAS ONE CALL SYSTEM INC	LOCATES - SEPTEMBER 2023	54.80
		INDUSTRIAL SALES COMPANY INC	MARKING RED PAINT	80.18
		CITY ELECTRICAL SUPPLY COMPANY	EVO CHARGERS - PVC ELBOW	1,125.21
		APPLIED MAINTENANCE SUPPLIES	RAYOVAC BATTERIES APPLIED	82.48
		GERKEN RENT-ALL INC	CONCRETE	275.05
			CONCRETE	219.95
			CONCRETE	219.95
		TOMO DRUG TESTING	DRUG TESTING	141.34
		ANIXTER INC	ROD GROUND LUM CARE LED	617.69
			CLAMP PARALLEL GROOVE MAIN	374.50
			6th St Post Lights	21,780.00
			BULWARK LONG SLV-VIS YELLO	449.07
			BULWARK FR TYPE R CLASS	295.80
			QUICK TEST - SHOP LABOR	53.52
			CLAMP WEDGE WIRES SOL FUSE	187.50
			CLAMP WEDGE SD ALUMINUM	214.00
			PHOTO CELL	342.90
		KPERS	KPERS - AFTER RETIREMENT 1	990.61
			10/20/2023 - KPERS	1,034.77
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	45.00
			10/23 - IMCA	120.00
		EFTPS	OCT 2023 FEDERAL PAYROLL T	1,549.05
		NITEL, INC.	PHONE & INTERNET SERVICES	78.51
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	76.16
			PHONE & INTERNET SERVICES	22.02
			PHONE & INTERNET SERVICES	76.16
		PAYCHEX	10/06 - PAYROLL SERVICES	48.30
			PAYROLL SERVICES - 10/20	51.57
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	2,375.80
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	21.00
			OCT 2023 - LIFE, DENTAL, V	134.54
			OCT 2023 - LIFE, DENTAL, V	30.36
		WEX BANK	FUEL	877.69
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	372.02
		CITY OF OTTAWA	SUBSTATION TRAINING	<u>1,566.66</u>
			TOTAL:	37,730.01
SEWER ADMINISTRATION	SEWER	KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	187.74
		KPERS	KPERS - AFTER RETIREMENT 1	234.93
			10/20/2023 - KPERS	231.55
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	9.82
			10/23 - IMCA	9.81
		EFTPS	OCT 2023 FEDERAL PAYROLL T	359.16
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	304.45
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	12.78
			OCT 2023 - LIFE, DENTAL, V	<u>3.58</u>
			TOTAL:	1,353.82
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	3,467.81
		FIRST OPTION BANK	DEP 18021 CONCRETE MORTAR	76.84
			WATER PROOF TARP	56.99
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	200.65
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	72.33
		GENERATOR SERVICES INC	DIAGNOSE & REPAIR POWER IS	1,830.00
		WASTE MANAGEMENT	REFUSE SERVICES	75.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SLUDGE HAUL OFF	2,262.46
		KPERS	KPERS - AFTER RETIREMENT 1	240.96
			10/20/2023 - KPERS	259.53
		EFTPS	OCT 2023 FEDERAL PAYROLL T	378.59
		NITEL, INC.	PHONE & INTERNET SERVICES	31.43
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	30.49
			PHONE & INTERNET SERVICES	8.82
			PHONE & INTERNET SERVICES	30.49
		PAYCHEX	10/06 - PAYROLL SERVICES	19.33
			PAYROLL SERVICES - 10/20	20.64
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	793.00
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	4.20
			OCT 2023 - LIFE, DENTAL, V	33.08
			OCT 2023 - LIFE, DENTAL, V	9.32
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	148.92
			FULLY MANAGED IT SERVICES	1.68
		HAWK EQUIPMENT SERVICES, INC.	Mobilization	1,350.00
			Calibrate Sensor	210.00
			Troubleshoot	315.00
			Calibrate Sensor	<u>210.00</u>
			TOTAL:	12,137.86
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	4.40
			UTILITY BILLS	55.30
			UTILITY BILLS	22.45
			UTILITY BILLS	341.71
		FIRST OPTION BANK	INTERNET SERVICES	90.00
			MILWAUKEE IMPACT WRENCH	228.95
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	221.59
		KANSAS ONE CALL SYSTEM INC	LOCATES - SEPTEMBER 2023	54.80
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	90.00
		KPERS	KPERS - AFTER RETIREMENT 1	235.65
			10/20/2023 - KPERS	257.84
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	9.37
			10/23 - IMCA	9.37
		EFTPS	OCT 2023 FEDERAL PAYROLL T	395.06
		LLOYD HAROLD	REBUILDING PUMPS LIFT STAT	1,000.00
		WEX BANK	FUEL	<u>297.60</u>
			TOTAL:	3,314.09
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURB SIDE SERVICES	<u>31,834.53</u>
			TOTAL:	31,834.53
LIBRARY	LIBRARY	FIRST OPTION BANK	DIGITAL FUNDS NINTENDO SHO	100.00
			DIGITAL FUNDS NINTENDO SHO	100.00
			MICRO SD CARD	26.98
			SPECIAL PROJECT SUPPLIES	75.63
			LIBRARY PROGRAM MATERIALS	<u>149.90</u>
			TOTAL:	452.51
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	CITY OF OSAWATOMIE	UTILITY BILLS	34.54
		GOWING'S CONSTRUCTION DARRELL L GOW	904 CHESTNUT DEMO	7,000.00
		ALLENBRAND-DREWS & ASSOC., INC	904 CHESTNUT - PURCHASE	2,200.00
		SSGK LLC / WRIGHT WAY HOMES	HEAL GRANT DISBURSEMENTS	14,433.78
		WEISS, RICHARD	SURVEY REVIEWS	<u>50.00</u>
			TOTAL:	23,718.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS & CEMETERIES	SPECIAL PARK & REC	CITY OF OSAWATOMIE	UTILITY BILLS	43.41
		BG CONSULTANTS INC	JB LEVEE LOOP - #8	57,191.40
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	<u>125.00</u>
			TOTAL:	57,359.81
STREET AND ALLEYS	STREET IMPROVEMENT	GERKEN RENT-ALL INC	CONTRETE	<u>577.50</u>
			TOTAL:	577.50
CABIN	TOURISM	FIRST OPTION BANK	TOURISM MEAL	167.72
			MAIN ST PLAZA TABLE COVERS	89.96
		KANSAS GAS SERVICE	UTILITIES	43.63
			PEST CONTROL OCT 2023	37.50
		ACE PEST CONTROL LLC GARY COOPER	REFUSE SERVICES	57.18
		WASTE MANAGEMENT	SPECIAL EVENT TRASH	240.00
		WINGERT SIGN COMPANY LLC	OCTOBER 2023 BILLBOAR SIGN	1,650.00
		TENPENNY LAW LLC	OCT 2023 GOVERNMENT AFFAIR	4,166.00
		EAGLE SECURITY SOLUTIONS, INC.	SERVICE CALL FOR SECURITY	195.00
		EYE COUGH ART LLC	MURAL INSTALLATION - FINAL	4,000.00
		SHARP, PHYLLIS	REIMBURSEMENTS - FREEDOM F	139.21
		THE EDUCATIONAL PUBLISHER INC	BOOK REPRINT	<u>1,269.76</u>
			TOTAL:	12,055.96
FIRE	PUBLIC SAFETY EQUI	FIRST OPTION BANK	FIRE TRUCK SOFTWARE LOAN P	17,942.84
			FIRE TRUCK SOFTWARE LOAN P	<u>2,039.70</u>
			TOTAL:	19,982.54
COURSE OPERATIONS	GOLF COURSE	FIRST OPTION BANK	OCTOBER 2023 GOLF LOAN	721.21
			OCTOBER 2023 GOLF LOAN	139.33
			OCTOBER 2023 GOLF LOAN	3,535.76
			OCTOBER 2023 GOLF LOAN	517.28
			WATER	13.50
			BUNS CHEESE VEGGIES	36.20
			WATER	13.50
			BUNS	8.95
			TOMATOES	2.47
			SPONSOR DINNER	76.89
			CHEESE	3.00
			RECOIL ROPE INSTALL	15.60
			PORK BUNS BBQ VEGGIES	130.14
			POTATO SALAD CHEESE	69.83
			WATER	17.25
			BUNS & LETTUCE	10.00
			WATER	3.50
			GOLF CABLE SERVICES	137.09
			STAIR GRIP TAPE	15.55
			STARTER FOR GOLF CART	32.77
			STARTER FOR GOLF CART	34.49
		HOLLIDAY SAND & GRAVEL CO.	CORRECTION - REFUND CHECK	208.02
		KANSAS DEPT OF REVENUE	GOLF SALES TAX - SEPTEMBER	511.34
			GOLF SALES TAX - SEPTEMBER	438.29
			GOLF SALES TAX - SEPTEMBER	1,899.27
			INTEREST - POWER OUTAGE	14.24
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	634.14
		KANSAS MUNICIPAL UTILITIES INC	KMU LEVEL 1 TRAINING	144.43
		CASCADE SUBSCRIPTION SERV. INC	GOLF MAGAZINES	798.00
		RURAL WATER DIST. #2	RURAL WATER SERVICES	253.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WAL-MART CAPITAL ONE	DISH SOAP	8.44
			BUNS & VEGGIES	44.96
			BUNS & VEGGIES	32.16
			BUNS & VEGGIES	73.68
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL OCT 2023	62.50
		CRAWFORD SALES COMPANY	BEER	196.70
			BEER CHECK	304.05
			BEER	154.05
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	285.00
		ROMANS OUTDOOR POWER	ASSY ROLLER	58.80
			ASSY ROLLER RETURN	10.28-
		REINDERS INC	GRASS SEED	390.00
		WILSON SPORTING GOODS	RESALE ITEMS FOR CLUBHOUSE	1,122.96
			WS FIT ALL	36.12
			BALLS FOR RESALE	540.00
		CENTRAL STATES BEVERAGE COMPAN	BEER	30.84
			BEER	143.24
		WASTE MANAGEMENT	REFUSE SERVICES	119.42
		MFA OIL COMPANY	FUEL	396.73
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA SPORTS DRINKS	312.94
		KPERS	KPERS - AFTER RETIREMENT 1	282.69
			10/20/2023 - KPERS	275.05
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	12.50
			10/23 - IMCA	12.50
		EFTPS	OCT 2023 FEDERAL PAYROLL T	1,092.77
		EVERGY	UTILITY BILLS	1,508.19
		SYSCO KANSAS CITY, INC.	CANDY, HOTDOGS, TENDERS, B	71.20
			CANDY, HOTDOGS, TENDERS, B	1,022.93
		NITEL, INC.	PHONE & INTERNET SERVICES	62.73
		NEXTIVA, INC.	PHONE & INTERNET SERVICES	60.37
			PHONE & INTERNET SERVICES	17.61
			PHONE & INTERNET SERVICES	60.87
		PAYCHEX	10/06 - PAYROLL SERVICES	38.62
			PAYROLL SERVICES - 10/20	41.20
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	1,083.08
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	8.40
			OCT 2023 - LIFE, DENTAL, V	44.12
			OCT 2023 - LIFE, DENTAL, V	12.44
		WEX BANK	FUEL	2.00
		MILLER AUTO SUPPLY	TANKWELD PX SILICONE HYDRU	25.94
			TANKWELD PX SILICONE HYDRU	61.12
			PL BONDR SYRINGE 25ML	20.98
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	297.29
		MAXIM GOLF LLC	JR GOLF INSTRUCTORS FEE	800.00
			TOTAL:	21,652.72
WATER DISTRIBUTION	CIP -WATER	BG CONSULTANTS INC	WATER DIST IMPROV - #14	16,650.00
			TOTAL:	16,650.00
WWTP OPERATIONS	CIP - SEWER	BG CONSULTANTS INC	WWTP IMPROVEMENTS #35	4,608.00
		WESTERN CONSULTANTS	WWTPPI - 07/01-09/30	1,882.50
			TOTAL:	6,490.50
STREETS & ALLEYS	CIP - STREET PROJE	BG CONSULTANTS INC	BROWN ST IMPROVEMENTS	5,069.59
			TOTAL:	5,069.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	HSA - CAFETERIA ACCOUNT	3,280.18
		KANSAS DEPT OF REVENUE	OCTOBER 2032 - STATE TAXES	4,613.14
			OCTOBER 2032 - STATE TAXES	4,561.05
		KANSAS PAYMENT CENTER	10/06 - GARNISHMENT	1,664.61
			10/20 - GARNISHMENTS	1,664.61
		KPERS	KPERS LIFE - OCTOBER 2023	116.73
			KPERS - AFTER RETIREMENT 1	4,415.54
			10/20/2023 - KPERS	4,288.25
			10/06 - KPERS KP&F	2,325.55
			10/24 - KPERS KP&F	2,494.86
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	1,330.80
			10/23 - IMCA	1,281.69
		EFTPS	OCT 2023 FEDERAL PAYROLL T	34,988.24
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	13,185.60
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	464.69
			OCT 2023 - LIFE, DENTAL, V	301.06
			OCT 2023 - LIFE, DENTAL, V	92.34
			OCT 2023 - LIFE, DENTAL, V	566.12
			OCT 2023 - LIFE, DENTAL, V	296.72
			OCT 2023 - LIFE, DENTAL, V	175.38
			OCT 2023 - LIFE, DENTAL, V	157.18
		BANKERS FIDELITY	OCTOBER 2023 CANCER POLICY	<u>480.70</u>
			TOTAL:	82,745.04
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN	3RD QTR 2023 UNEMPLOYMENT	5,940.05
		KPERS	KPERS - AFTER RETIREMENT 1	3,281.20
			10/20/2023 - KPERS	3,127.98
			10/06 - KPERS KP&F	7,435.20
			10/24 - KPERS KP&F	7,976.51
		VANTAGEPOINT TRANSFER	ICMA - 10/06/2023	208.03
			10/23 - IMCA	202.21
		EFTPS	OCT 2023 FEDERAL PAYROLL T	10,644.34
		VAUGHANFIRE LLC	OCT 2023 MONTHLY SERVICES	2,750.00
		BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	15,643.89
		PRINCIPLE LIFE INSURANCE COMPANY	OCT 2023 - LIFE, DENTAL, V	140.70
			OCT 2023 - LIFE, DENTAL, V	940.44
			OCT 2023 - LIFE, DENTAL, V	<u>224.78</u>
			TOTAL:	58,515.33
NON-DEPARTMENTAL	CAFETERIA 125	BLUE CROSS & BLUE SHIELD	OCTOBER 2023 - HEALTH INSU	<u>20,717.73-</u>
			TOTAL:	20,717.73-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
01		GENERAL OPERATING		94,467.51
02		WATER		29,543.61
03		ELECTRIC		228,985.14
04		SEWER		16,805.77
05		REFUSE		31,834.53
06		LIBRARY		452.51
09		INDUSTRIAL PROMOTION		23,718.32
11		SPECIAL PARK & RECREATION		57,359.81
12		STREET IMPROVEMENTS		577.50
13		TOURISM		12,055.96
14		PUBLIC SAFETY EQUIPMENT		19,982.54
18		GOLF COURSE		21,652.72
22		CIP -WATER		16,650.00
24		CIP - SEWER		6,490.50
25		CIP - STREET PROJECT		5,069.59
31		EMPLOYEE BENEFITS		141,260.37
32		CAFETERIA 125		20,717.73CR

GRAND TOTAL:				686,188.65

TOTAL PAGES: 13

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: 10/01/2023 THRU 10/31/2023
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 10/01/2023 THRU 10/31/2023

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 - 1 0
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

Brad Ziegler KC Running Company

2. CONTACT PHONE NO., ADDRESS, AND EMAIL

816-529-5860 200 E. 135th St. KCMO 64145 bziegler1003@yahoo.com

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

Half Marathon and 10K race

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:

February 24, 2024 7am to noon

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
One officer at trail crossing at 347th Street (8-11am)

9. # OF EXPECTED
ATTENDEES: _____

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

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

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

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

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

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

IF YES, NAME OF INSURANCE COMPANY, AGENT Auto Owners Insurance David Sivewright

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 Brad Ziegler

DATE October 25, 2023

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS: _____



ACTION ITEM SUMMARY	Item Number:	9.A.
Resolution 1187	Date:	November 13, 2023
City Manager	From:	Bret Glendening

RE: Sale of City-Owned Real Property

RECOMMENDATION: Osawatomie City Council approve Resolution 1187

DETAILS: With the recently modified text to the city's zoning regulations making it easier to split lots into their original plats, we are able to ensure that we adhere to the natural development patterns that have existing in Osawatomie as a railroad community.

The property at 904 Chestnut is one such example. The city was able to purchase this property, confirm title work, demolish a home that was already on the condemnation list this year and clean the property up, and survey the property. The cost to the city was \$4,250/lot and there are 4 lots.

1. A single-family or multi-family residence shall be built to the 2006 International Residential Code standards within 12 months of conveyance of the property to Buyer or the land will revert back to the City of Osawatomie.
2. Prior to conveyance of the described property, Buyer shall demonstrate to the reasonable satisfaction of the City Manager or his/her designees, that he/she has adequate financial means in place or committed to ensure that the construction of the residence on the property can be commenced and completed according to the time line established by this resolution.
3. All utilities shall be installed (electric, water, wastewater, and gas as applicable).
4. Should Buyer fail to comply with the terms of the agreement, Buyer agrees to give the Seller a Quit Claim Deed reverting the property back to the Seller, Buyer releases any further claim or interest in property including any partial construction.
5. No refund of monies will be given if the Buyer fails to comply with any terms of the agreement.

The RFP was posted on the city web site for all to see. City Staff received 3 bids for the 4 lots at 904 Chestnut. The bidders and bids were as follows:

1. SSGK, LLC dba Wright Way Homes - \$1,500/lot
2. Elite Windows and Siding LLC - \$3,000/lot
3. Joseph Canfield – JDC Remodeling, LLC - \$4,000/lot

Assuming an 1,800 square foot single family residence will be built on each lot, with an estimated value of \$200,000/per lot, this nets the city an additional \$7,176/year in property taxes (\$1,794/home). Add in utilities at an average cost of \$250/month per home (\$1,000 total) and you have an additional \$12,000/year in utility revenue as well.

RESOLUTION NO. 1187

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS SELLING LOTS 15, 16, 17, AND 18 IN BLOCK 1 OF ROBERT'S SECOND ADDITION IN THE CITY OF OSAWATOMIE, FORMERLY KNOWN AS 904 CHESTNUT

WHEREAS, the Governing Body wishes to promote growth and development; and

WHEREAS, Joe Canfield, dba JOC Remodeling LLC submitted the successful bid for the Community Housing RFP that was sent out for bids on October 10, 2023 to include 4 lots at the intersection of 9th and Chestnut; and

WHEREAS, all four lots are buildable lots; and

WHEREAS, Joe Canfield is currently constructing at least one home within the City of Osawatomie, Kansas.

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

SECTION ONE: The Governing Body authorizes the City Manager to enter into a contract with Joe Canfield (Buyer) for lots 15-18 in Robert's Second Addition located at 9th and Chestnut.

SECTION TWO: The Governing Body authorizes the sale of the described property to the Buyer for a total of Sixteen Thousand Dollars (\$16,000.00) with the following contingencies:

- (a) At closing Buyer will pay to the City Clerk of the City of Osawatomie the sum of \$16,000.00; and
- (b) Buyer will pay any costs at closing; and
- (c) A single-family residence shall be built to the 2018 International Residential Code within 12-months (with two, three-month extensions, if needed) of conveyance of the property to Buyer; and
- (d) The property is eligible for the neighborhood revitalization program; and
- (e) A concrete driveway approach shall be installed prior to the final inspection; and
- (f) All utilities shall be installed (electric, water, wastewater, and gas as applicable); and
- (g) Prior to conveyance of the described property, Buyer shall demonstrate to the reasonable satisfaction of the City Manager that Buyer has adequate financial means in place or committed to ensure that the construction of the residence on the property can be commenced and completed according to the time line established by this resolution.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 30th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

REQUEST FOR PROPOSALS RESPONSE FORM

In compliance with this Request for Proposal, the undersigned acknowledges that he/she has read and understands all of the conditions imposed herein and offers and agrees to perform in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation. The undersigned represents that he/she is authorized to submit the foregoing proposal on behalf of the proposer's company or business entity and to offer the terms and provisions described therein.

Name: ELITE WINDOWS SIDING LLC
 Address: 2012 E PRAIRIE CIRCLE
 City: OLATH State: KS Zip Code: 66062
 Telephone: 913 940 5353 Contact Person: HARRIS

	<u>LOT #</u>		<u>PRICE</u>
Lot #15	<u>LOT # 15</u>	\$	<u>3000.00</u>
Lot #16	<u>LOT # 16</u>	\$	<u>3000.00</u>
Lot #17	<u>LOT # 17</u>	\$	<u>3000.00</u>
Lot #18	<u>LOT # 18</u>	\$	<u>3000.00</u>

1. Proposed Use and/or Development of Property:

2. If applicable, Development Schedule:

a. Commencement Date: _____

b. Completion Date: _____

Attach a list of three references, including the names, addresses and telephone numbers of the appropriate contact persons.

1. _____
2. _____
3. _____

Name: HARRIS POULIKIDIS

Date: 11/1/2023

Signature: _____

REQUEST FOR PROPOSALS RESPONSE FORM

In compliance with this Request for Proposal, the undersigned acknowledges that he/she has read and understands all of the conditions imposed herein and offers and agrees to perform in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation. The undersigned represents that he/she is authorized to submit the foregoing proposal on behalf of the proposer's company or business entity and to offer the terms and provisions described therein.

Name: SSGK LLC dba Wright Way Homes / Kirk + Shelagh Wright

Address: 1010 Sixth St.

City: Osawatomie State: KS Zip Code: 66064

Telephone: 913 731 0517 Contact Person: Kirk Wright

<u>LOT #</u>	<u>PRICE</u>
Lot #15	\$ 1500.00
Lot #16	\$ 1500.00
Lot #17	\$ 1500.00
Lot #18	\$ 1500.00

- * We are only interested if we could purchase at least 2 of the 4 lots + they must be adjacent to each other
- Proposed Use and/or Development of Property:
Two or three bedroom, slab on grade, single family residences built to our typical standards + finishes, built to sell, all electric
 - If applicable, Development Schedule:
Starting ASAP, on the market asap
 - Commencement Date: early 2024, weather permitting
 - Completion Date: within one year of purchase

Attach a list of three references, including the names, addresses and telephone numbers of the appropriate contact persons.

- Mark Fuchs, First Option Bank Osawatomie 913 755 3811
- Carl Gasper, First Security Bank, Paola 913 557 3200
- Mike Page, Page Enterprises, Parker 913 285 0490

Name: Shelagh Wright

Date: 11-9-23

Signature: Shelagh Wright

REQUEST FOR PROPOSALS RESPONSE FORM

In compliance with this Request for Proposal, the undersigned acknowledges that he/she has read and understands all of the conditions imposed herein and offers and agrees to perform in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation. The undersigned represents that he/she is authorized to submit the foregoing proposal on behalf of the proposer's company or business entity and to offer the terms and provisions described therein.

Name: Joseph Canfield JOC Remodeling LLC

Address: 29250 Cedar Niles Rd.

City: Paola State: KS Zip Code: 66071

Telephone: 913-731-5301 Contact Person: Joe Canfield

LOT #	PRICE
Lot #15	\$ 4,000.00
Lot #16	\$ 4,000.00
Lot #17	\$ 4,000.00
Lot #18	\$ 4,000.00

1. Proposed Use and/or Development of Property:

New Single family homes

2. If applicable, Development Schedule:

Unknown

a. Commencement Date: _____

b. Completion Date: _____

Attach a list of three references, including the names, addresses and telephone numbers of the appropriate contact persons.

- Lucas Gilley 314 Grant Garnett, KS 913-594-0098
- Logan Allen w/ Quality Electric 1-785-214-9022
- Walt Bishop 108 Tower St. Paola, KS 913-731-4090

Name: Joseph Canfield

Date: 11/13/2023

Signature: Joseph Canfield

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT is made and entered into as of this ____th day of _____, 2023 by and between Joseph Canfield, dba JDC Remodeling, LLC, (hereinafter referred to as "Buyer") and the City of Osawatimie, Kansas, a Kansas municipal corporation (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase from Seller, the real property commonly known as 904 Chestnut (the "Property"), Lots 15, 16, 17 and 18 of Robert's Second Addition to the City of Osawatimie and more fully described on Exhibit A attached hereto, on the terms and conditions stated herein.

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

1. Property Subject to Sale. Seller does hereby agree to sell to Buyer, and Buyer agrees to purchase from Seller, the real property more fully described on Exhibit A attached hereto ("Property"), also known as 904 Chestnut.

2. Purchase Price and Conditions. As consideration for the purchase of the property shown in Exhibit A, Buyer agrees to pay to Seller, and Seller agrees to accept, the sum of Sixteen Thousand Dollars (\$16,000.00), with the following conditions:

1. A single-family residence shall be built to the 2018 building code standards and any other applicable zoning and/or subdivision regulations or other city codes of the City of Osawatimie within 12 months of conveyance of the property to Buyer or the land will revert back to the City of Osawatimie. Additionally, Buyer may, provided progress is being made, request and the Seller may grant, two three (3) month extensions to complete the homes.
2. Prior to conveyance of the described property, Buyer shall demonstrate to the reasonable satisfaction of the City Manager or his/her designees, that he/she has adequate financial means in place or committed to ensure that the construction of the residence on the property can be commenced and completed according to the time line established by this resolution.
3. All utilities shall be installed (electric, water, wastewater, and gas as applicable).
4. Should Buyer fail to comply with the terms of the agreement, Buyer agrees to give the Seller a Quitclaim Deed reverting the property back to the Seller, Buyer releases any further claim or interest in property including any partial construction.

5. No refund of monies will be given if the Buyer fails to comply with any terms of the agreement.

3. **Evidence of Title.** Buyer agrees to verify no liens or encumbrances exist on the property and that Seller has sole ownership of the property. Buyer may, in its sole discretion, elect to purchase title insurance. The title commitment shall commit to insure a marketable fee simple title in the Buyer upon the recording of the deed or other document of conveyance. However, title to Seller's Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, and any special assessments, if any.

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

5. **Closing.** This transaction shall close at Osawatomie City Hall (or at such other place as the parties may mutually agree) on or before 5:00 o'clock p.m., on the 8th day of December, 2023. At closing, Seller shall deliver to Buyer its Warranty Deed, or otherwise quitclaim their interest in the property.

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

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

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

Seller: City of Osawatomie, Kansas
c/o Bret Glendening, City Manager
439 Main Street, PO Box 37
Osawatomie, Kansas 66064

Buyer: Joseph Canfield
JDC Remodeling, LLC
29250 Cedar Niles Rd.
Paola, KS 66071

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

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

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

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

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

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

Signature Block on Next Page

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

“Buyer”

By: _____
Joseph Canfield Date

“Seller”

CITY OF OSAWATOMIE, KANSAS

By: _____
Bret Glendening, City Manager Date

Attest:

Tammy Seamands, City Clerk

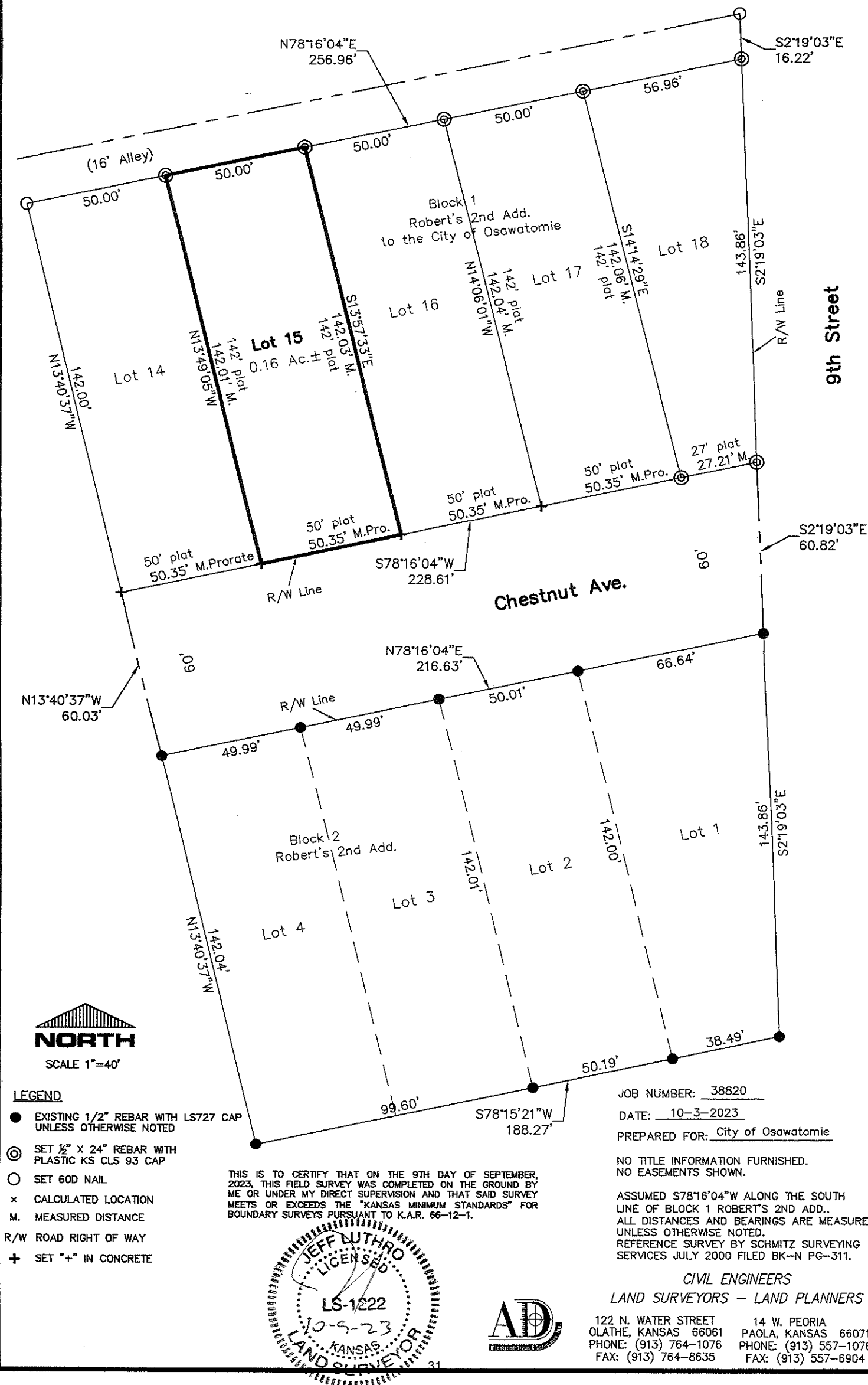
Attachment A

Certificates of Survey

CERTIFICATE OF SURVEY

Legal Description: filed Bk-2020 Pg-02663

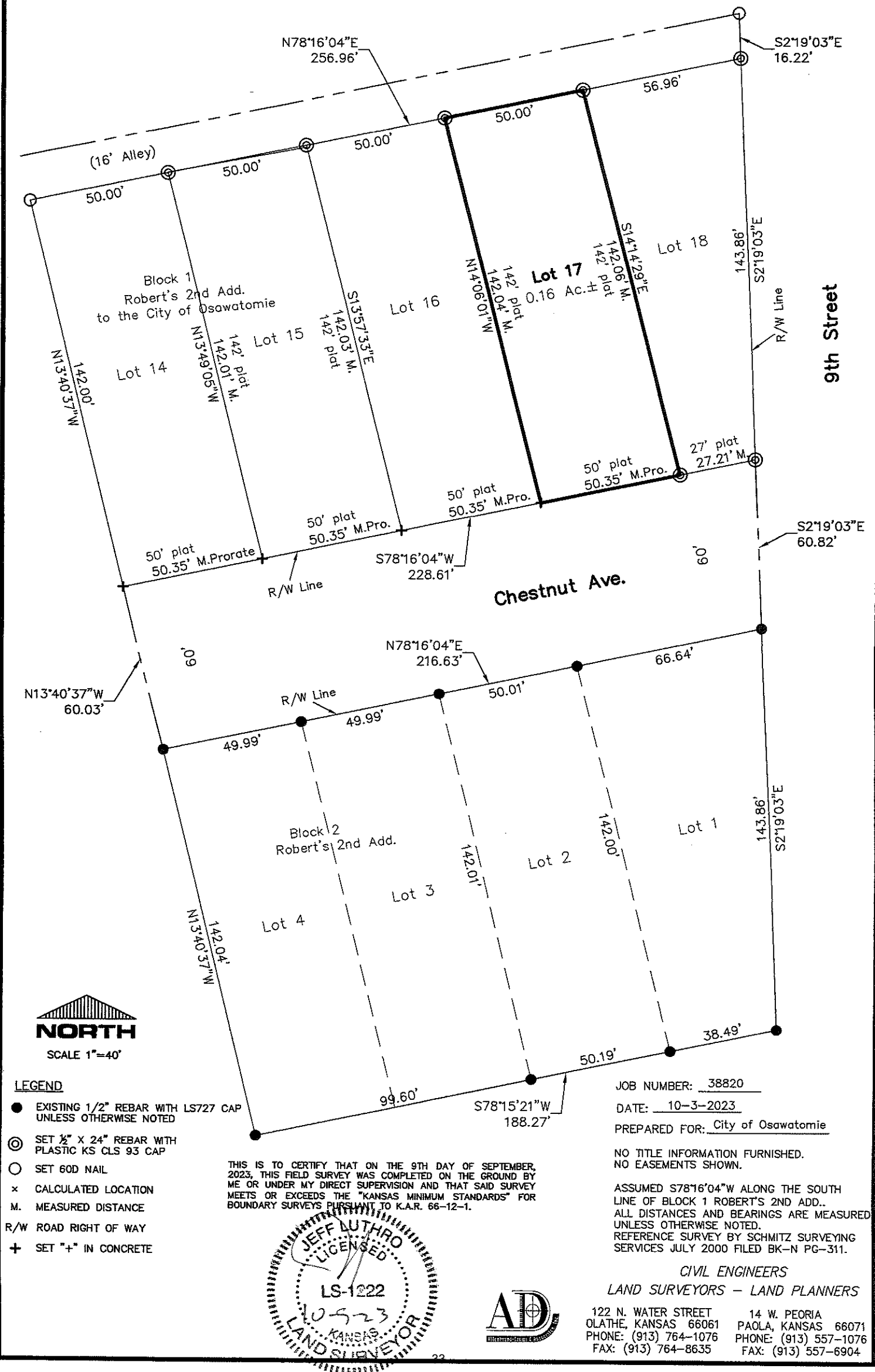
Lot 15, in Block 1, Robert's Second Addition to the City of Osawatomie, Miami County, Kansas.



CERTIFICATE OF SURVEY

Legal Description: filed Bk-2020 Pg-02663

Lot 17, in Block 1, Robert's Second Addition to the City of Osawatomie, Miami County, Kansas.







ACTION ITEM SUMMARY	Item Number:	9.B.
Resolution 1188	Date:	November 13, 2023
City Manager	From:	Bret Glendening

RE: Business Assistance for 6th Street

RECOMMENDATION: Osawatomie City Council approve Resolution 1188

DETAILS:

At the November 9th council meeting we started a discussing the possibility of creating a 6th Street Business Assistance Program to provide some aid to businesses during the reconstruction of 6th Street. I've worked with Janet McRae, the Economic Development Director for Miami County as well as the Director of the Osawatomie Chamber of Commerce, Jennifer Williams.

Essentially, there are three pieces to the program:

- 1.) Wayfinding signage (construction orange with black lettering) directing people to the businesses on 6th Street as well as letting the public know that the businesses are still open. Signage expenses are expected to be around \$500.
- 2.) A monthly drawing for a prize of up to a \$100 value (similar to the Miracle on Main Street boxes we do during the holiday season). This is one prize per month. Businesses along 6th Street must be patronized with a minimum of \$10 spent at the business before qualifying to enter the drawing. Maximum cost will be \$1,200.
- 3.) Partial utility reimbursements. Businesses must apply for and demonstrate a need. The application process won't be overly burdensome. We are merely wanting to determine that there is a true need as opposed to basic desire to get most of a utility bill reimbursed. The AVERAGE per month for every business along 6th Street is ~ \$26,000/month and on an annual basis, it is approximately \$295,000. If every business applied, if every business was eligible, and every business was impacted based on the definition of "impacted" that is in the resolution, this would be the cost. I believe a rough assumption of the total impact taking into account that not every business will qualify and not every business will be impacted for the duration of the project, we could safely assume that this will cost the city roughly \$100,000.

RESOLUTION NO. 1188

A RESOLUTION ESTABLISHING A TEMPORARY BUSINESS ASSISTANCE PROGRAM FOR THE SOLE PURPOSE OF AIDING BUSINESSES DURING THE RECONSTRUCTION PROCESS FOR 6TH STREET

WHEREAS, the Governing Body wishes to promote growth and development; and

WHEREAS, 6th Street, generally between Kelly Ave. and Carr Ave. will be fully reconstructed during 2024; and

WHEREAS, several businesses reside along the 6th Street corridor and some of those businesses have expressed a concern that the construction will negatively impact their businesses; and

WHEREAS, the Governing Body wishes to see the City of Osawatomie support those businesses during the construction process.

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

SECTION ONE: The Governing Body hereby directs the City Manager to work with the Director of the Osawatomie Chamber of Commerce to implement the 6th Street Business Assistance Program.

SECTION TWO: The 6th Street Business Assistance Program should include the following:

1. Wayfinding signs to notify traffic that businesses along 6th Street remain open. Businesses do not need to “opt-in” to this program, and there shall be no application required for businesses to participate in this program. The city will bear the cost of creating and maintaining the signs. City staff will be responsible for sign placement.
2. A monthly prize drawing for shoppers at 6th Street businesses. Registration shall take place at the business. Persons will be eligible to register with each purchase at the business of \$10 or more at the 6th Street business. Monthly, registrations will be collected by chamber staff, and a drawing conducted for a single monthly winner of a \$100 prize to be sponsored by the city. Businesses must “opt-in” to this program, but there shall be no application fee. The chamber will be responsible for overall administration of the program. The city will provide funding for the prizes and marketing support.
3. Partial reimbursement of a business’ water, sewer and electric bills for that period when construction most limits access to their site. This is defined as that time when construction is occurring immediately in front of the business and inhibits direct access or access within one (1) block to the north or south. Businesses must first

apply for, and then be approved, for the utility reimbursement program. The city utility reimbursement program will be for businesses only. Businesses will be asked to provide a statement of need and must outline an anticipated negative financial impact due to the construction. If approved for the reimbursement program, businesses must remain current with their utility bills making monthly utility payments on or before each due date. Within two weeks of the monthly payment clearing the business' bank, the city will authorize the reimbursement. The city will not reimburse that portion of the utility bills that are collected to retire debt and applicable taxes.

SECTION THREE: The Governing Body further directs the City Manager to work with the Miami County Economic Development Director and Director of the Osawatomie Chamber of Commerce to develop the processes and applications needed to complete the outlined programs.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 30th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	9.C.
	Date:	November 15, 2023
City Manager	From:	Bret Glendening

RE: Authorizing the execution of the GIA for the Solar Array

RECOMMENDATION: That the City Council approve Resolution 1189.

DETAILS:

In October of 2021, the city began discussions with KMEA and Evergy Energy Partners (non-regulated subsidiary of Evergy Kansas Central) about the feasibility of constructing a solar array on city owned property across 335th from the Osawatomie State Hospital. From those discussions, it was determined that partnering with Evergy was a more cost-effective way to diversify our electric portfolio into more renewable energy sources.

The intent was to pool our needs with the needs of other KMEA members, which is what we did, albeit not with as many cities as we initially thought, but at no additional cost to the city or its electric customers. So, in January of 2022, the city entered into a solar development agreement and shortly thereafter in February, we entered into a power purchase agreement (PPA) with Evergy.

Since that time, the council has also approved a resolution to purchase the transformers for the small substation that would need to be built as part of our obligation under the development agreement and PPA. You may remember that our obligation started at the high side of transformer(s) and included any support steel, switches, and other materials. Evergy's obligation ended at the low voltage side of the transformer.

This agreement allows the interconnection of the solar array to the Osawatomie distribution system.

There will be a second GIA that we need to sign in the first quarter of next year. This GIA will allow us to push our behind the meter generation out to the grid and sell into the integrated marketplace.

Related Statute / City Ordinances	953, 979, 1053, 1151
Line-Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 1189

A RESOLUTION AUTHORIZING THE EXECUTION OF A GENERATION INTERCONNECTION AGREEMENT WITH EVERGY KANSAS CENTRAL, INC.

WHEREAS, the City of Osawatomie, Kansas, owns and operates an electric utility; and

WHEREAS, The City and Evergy has previously negotiated and entered into a Solar Development Agreement as well as a Power Purchase Agreement; and

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

WHEREAS, Evergy has presented a cost-effective means by which the city can purchase renewable energy from a solar facility that is planned for construction on city-controlled land commonly referred to as “the Northland”; and

WHEREAS, the city most recently entered into a lease for the land that the solar array is being built on; and

WHEREAS, this generation interconnection agreement allows the connection of the array to the city’s distribution grid in order for the energy produced at the array to be delivered to the city’s electric customers.

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

SECTION 1. The Governing Body of the City of Osawatomie, Kansas, in its regular meeting on the 30th day of November, 2023 authorizes the Mayor to execute the Generation Interconnection Agreement as presented to the City Council.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 30th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

(SEAL)

Nick Hampson, Mayor

Tammy Seamands, City Clerk

INTERCONNECTION AND OPERATING AGREEMENT

**By and Between
City of Osawatometie, KS
And
Evergy Kansas Central, Inc.
For The
Osawatometie PV Generating Facility**

This INTERCONNECTION AND OPERATING AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of Osawatometie, KS (hereinafter “Owner”) and Evergy Kansas Central, Inc. (hereinafter “Interconnection Customer”) (collectively “Parties”).

WHEREAS, Owner owns, operates and maintains a Municipal Electric Utility operating in the State of Kansas (“Distribution System”); and

WHEREAS, Interconnection Customer intends to install, own and operate a nominal 6.42 MWdc (4.95 MWac) solar photovoltaic electric generating facility located within the Owner’s Distribution System (“Generating Facility”); and

WHEREAS, Interconnection Customer and Owner have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with Owner’s Distribution System and to establish the Parties’ respective operating requirements, responsibilities, and protocols; and

WHEREAS, Owner has entered into a Renewable Power Purchase Agreement (the “PPA”) with Interconnection Customer for the sale and purchase of all output, capacity and net energy from the Generating Facility; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows:

1.0 Purpose; Definitions.

1.1 The Parties have entered into this Agreement to govern the terms and conditions under which the Parties will interconnect and Interconnection Customer will operate the Generating Facility in parallel with the Owner’s Distribution System. The technical requirements for interconnection are described in Annex B.

1.2 All capitalized terms used herein shall have the meaning set forth in the attached Glossary of Terms at Annex A, or if not defined therein, the meaning set forth in the PPA.

2.0 Facility Specifications. Attached as Annex B are Specifications for: a) the Generating Facility that Interconnection Customer proposes to design, construct, purchase, and own to interconnect with the Owner’s Attachment Facilities to the Distribution System, including

all equipment needed to make such connection; and b) the Attachment Facilities to be designed, constructed, purchased, and owned by Owner that will interconnect the Generating Facility to Owner's Distribution System to ensure the Distribution System's receipt of power from the Generating Facility. Interconnection Customer represents and warrants that, upon completion of construction of its facilities, it will own or control the Generating Facility identified in the Specifications attached hereto. Owner represents and warrants that, upon completion of construction or installation of the Attachment Facilities identified in the Specifications attached hereto, it will own or control the Distribution System as well as the Attachment Facilities. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations and Good Utility Practice.

- 3.0 **Maintenance and Repair.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Facilities that it now owns. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its Facilities, lines and appurtenances on its side of the point of change of ownership, the Point of Delivery. The Owner shall provide, at its expense, Attachment Facilities and/or other interconnection facilities that adequately protect the Distribution System, personnel, and other persons from damage and injury.

4.0 **Effective Date; Term.**

- 4.1 This Agreement shall become effective on the date it is executed by the Parties.
- 4.2 Interconnection service shall commence when all Interconnection Facilities and the Generating Facility have been constructed or installed, tested, and determined to be operating properly as a part of the testing protocol that will determine the Commercial Operation Date under the PPA.
- 4.3 Unless terminated earlier in the event of default pursuant to Article 19.0 or by mutual agreement of the Parties, this Agreement shall terminate as of the date of termination of the PPA.
- 4.4 Upon termination of this Agreement due to default, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the defaulting Party. If the Parties mutually agree to terminate this Agreement and to disconnect the facilities, the Parties shall work together in establishing the cost responsibility for disconnection.
- 4.5 Upon termination of this Agreement, if Interconnection Customer is not in default and intends to continue operating the Generating Facility, Owner shall work with Interconnection Customer to develop reasonable, non-discriminatory rates, terms and conditions for interconnection and Wheeling Service over the facilities owned by Owner to permit Interconnection Customer to deliver energy from the Generating Facility to points outside of the Owner's Distribution System; no sales

of energy from the Generating Facility shall be made to third parties located within the Owner's retail service area.

- 4.6 The termination of this Agreement shall not relieve the Parties of their liabilities and obligations owed or continuing at the time of the termination.
- 4.7 The provisions of this Section 4 shall survive termination or expiration of this Agreement. More generally, this Agreement shall continue in effect after termination to the extent necessary to provide for any final billings and payments for costs incurred hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the property or realty owned by the other Party to enable it to disconnect, remove or salvage its own facilities and equipment, to the extent permitted hereby.

5.0 Provision of Interconnection Service.

- 5.1 It is understood and agreed that the interconnection service provided hereunder is limited to the Distribution System, and that if Interconnection Customer wishes to obtain interconnection and/or transmission service on any transmission facilities owned by third parties, additional studies and/or facilities may be required, and Interconnection Customer shall bear all related costs.
- 5.2 The Owner represents that it has determined the nominal 4.95 MWac size of the Generating Facility to be installed to ensure the Distribution System has the capacity and ability to accept all power generated.

6.0 Facilities Design.

- 6.1 The Owner represents that it will coordinate with Interconnection Customer to analyze, design, and construct all Attachment Facilities necessary to permit the Distribution System to receive the total output of the Interconnection Customer's Facility as contemplated in the PPA.
- 6.2 The Owner represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the PPA and this Agreement.
- 6.3 Parties acknowledge that Interconnection Customer has relied on the representations and values provided by Owner and has designed the Generating Facility accordingly. Likewise, Owner has relied on Interconnection Customer's commitment that the capacity of the Generating Facility will be approximately 4.95 MWac capacity in determining the Interconnection Facilities that will be required. Owner shall have no obligation to modify its Distribution System to accommodate a higher capacity of the Generating Facility.

- 6.4 Each Party warrants that its respective facilities will be designed, constructed, operated, and maintained in accordance with Good Utility Practice.
- 6.5 If limitations on the Distribution System results in a disconnecting of the Generating Facility from the Distribution System or requires the taking any other action to prohibit, limit, reduce or diminish the transfer of energy deliveries from the Generating Facility resulting in reductions or interruptions of energy deliveries, the Owner shall use all commercially reasonable efforts to promptly restore the capability of the Distribution System to deliver output of the Generating Facility.

7.0 Construction and Cost Responsibility.

- 7.1 Interconnection Customer shall design, construct, and pay all costs associated with the interconnection on the Project Site of the Generating Facility to the Attachment Facilities at the Point of Delivery. Subject to Section 13.2, Owner shall be responsible for and pay all costs from the Point of Delivery to the Distribution System.
- 7.2 Upon reasonable notice to and supervision by a Party, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment, to the extent permitted hereunder, upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 7.3 The Parties will keep each other advised periodically as to the progress of their respective efforts and responsibilities. Either Party may, at any time, request a progress report from the other Party.

8.0 Interconnection Specifications.

- 8.1 Point of Interconnection. The point of interconnection between the Interconnection Customer and the Owner shall be at the point on the Project Site where electric power from the Generating Facility is received by the Attachment Facilities as identified on the one-line diagram attached as Annex C to this Agreement. This is the Point of Delivery under the PPA.

- 8.2 List and Ownership of Interconnection Facilities. The respective Interconnection Facilities to be constructed and associated ownership of the components thereof are identified in the Specifications attached to this Agreement as Annex B.
- 8.3 Applicable Technical Standards. The technical requirements and standards that apply to (a) the Generating Facility and (b) the associated Interconnection Facilities are identified in the Specifications attached to this Agreement.
- 9.0 **Metering.** Interconnection Customer shall be responsible for the reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of revenue-quality meter and data acquisition equipment. The metering and data acquisition equipment shall be installed at the Point of Delivery pursuant to Article III of the PPA. Owner, at its sole expense, may install and maintain check meters and all associated measuring equipment pursuant to Section 3.1 of the PPA. The metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements and shall be subject to the duties and obligations relating to metering equipment contained in the PPA.
- 10.0 **Equipment Testing and Inspection.**
- 10.1 Prior to the Commercial Operation Date, Owner shall test its Interconnection Facilities and Interconnection Customer shall test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Each Party shall bear the cost of all such testing and modifications with respect to its own facilities.
- 10.2 Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be required by Good Utility Practice.
- 10.3 Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.
- 11.0 **Temporary Disconnection.** Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.
- 11.1 Under Emergency Conditions, the Owner may immediately suspend interconnection service and the Party whose equipment is experiencing an Emergency Condition may temporarily disconnect the affected equipment.

- 11.2 Each Party shall notify the other Party promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect service under this Agreement or the PPA. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action. The Party making the claim shall use Reasonable Efforts to coordinate with the other Party and minimize any reduction or temporary disconnection of the Generating Facility.
- 11.3 Each Party may in accordance with Good Utility Practice and in coordination with the other Party remove from service any of its respective Interconnection Facilities, the Distribution System, or the Generating Facility as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. In all circumstances, a Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.
- 12.0 **Assignment/Joinder.** This Agreement may be assigned upon prior written notice to and obtaining the consent of the other Party, provided that all permitted successors and assigns shall be subject to all rights and obligations contemplated herein:
- 12.1 Notwithstanding the foregoing, the Interconnection Customer shall have the right to assign this Agreement, without the consent of the Owner, for collateral security purposes to aid in providing financing for the Generating Facility as provided in Section 11.1 of the PPA, provided that the Interconnection Customer will promptly notify the Owner of any such assignment.
- 12.2 Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 13.0 **Modifications After Commercial Operation.**
- 13.1 If a Party seeks to undertake a modification to its facilities that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. Unless action is required more expeditiously to address an Emergency

Condition or otherwise for reliable operation of the Distribution System, the Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

- 13.2 In the case of Generating Facility modifications, Owner shall provide, within thirty (30) days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System or Owner's Attachment Facilities, or other modifications or upgrades necessitated by such proposed modifications to the Generating Facility, and a good faith estimate of the costs thereof. Interconnection Customer shall be responsible for costs of all such modifications or upgrades due to Generating Facility modifications identified after approval of the final design of the Generating Facility and Interconnection Facilities by both Parties.
- 13.3 Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice.
- 14.0 **Indemnity.** The Parties hereby mutually indemnify and hold harmless each other from liability as a result of carrying out the provisions of this Agreement.
 - 14.1 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions against each other or relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or to each other, arising out of or resulting from the indemnifying Party's negligent or intentional action or inaction or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
 - 14.2 If a Party is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
 - 14.3 If a Party is obligated to indemnify and hold any indemnified Party harmless under this article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
 - 14.4 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in

such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

- 15.0 **Consequential Damages.** Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 16.0 **Third Party Beneficiaries.** No third-party beneficiary rights are created under this Agreement.
- 17.0 **Waiver.** No waiver by a Party of one or more defaults by the other Party in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character. Any waiver by a Party of any of its rights or remedies hereunder shall be valid only as and to the extent expressly stated in a written notice of waiver provided to the other Party.
- 18.0 **Force Majeure.**
- 18.1 A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.
- 18.2 Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:
- (a) Inclement weather affecting construction, start-up, operation, or decommissioning of the Generating Facility or related facilities.
 - (b) Changes in market conditions, governmental action, or weather conditions that affect the cost of producing energy at the Generating Facility or affect the price of energy that could be obtained from sources other than the Generating Facility.
 - (c) Unavailability of sunshine.
 - (d) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to qualifying event of Force Majeure.
 - (e) Inability to obtain, maintain or renew any permit or any delay in obtaining, maintaining, or renewing any permit.
 - (f) Litigation or administrative or judicial action pertaining to the Agreement, the site, the Generating Facility, the acquisition, maintenance or renewal of

financing or any permits, or the design, construction, maintenance or operation of the Generating Facility.

- 18.3 In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

19.0 Breach and Default.

- 19.1 A Party shall be considered in breach of this Agreement upon:

- (a) The failure to comply with any material term or condition of this Agreement.
- (b) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.
- (c) The failure of the Party to provide access rights, or the Party's attempt to revoke or terminate such access rights, as provided under this Agreement.
- (d) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

- 19.2 Upon the occurrence of an event of breach, the Party not in breach may give written notice of the breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon an occurrence described in part (b) of Section 19.1 of this Agreement, the Party experiencing such occurrence shall notify the other Party in writing within seven (7) business days after the commencement of such occurrence. Upon receiving written notice of a breach hereunder, or providing notice pursuant to the previous sentence, the breaching Party shall immediately commence in good faith all steps as are reasonable and appropriate to cure the breach and shall thereafter diligently pursue such action to completion. In the event the breaching Party fails to cure a breach described in Section 19.1 (a) (b) (c) or (d) within thirty (30) days of notification, the breaching Party shall be in Default of this Agreement.

- 19.3 Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) terminate this Agreement as of a date set forth in notice to the Defaulting Party; (ii) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and/or (iii) exercise such other rights and remedies as it may have in equity or at law including but not limited to damages arising out of the Default.

20.0 Disputes.

- 20.1 Any claim or dispute that a Party may have against the other Party arising out of the Agreement shall be submitted in writing (“Notice of Dispute”) to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.
- 20.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided. Failing such informal resolution, a Party may initiate mediation to resolve the dispute. If the Parties fail to reach a resolution through mediation, either Party may initiate action to resolve the dispute in accordance with the terms in Section 10.3 of the PPA.
- 21.0 **Amendment.** This Agreement, or any part thereof, may not be amended or modified other than by a written document signed by the Parties.
- 22.0 **Notices.** Any permissible notice or request made by a Party regarding this Agreement shall be made to the representative of the other Party as indicated below:

Owner:

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

Interconnection Customer:

Evergy Kansas Central, Inc.
818 South Kansas Avenue
Topeka, KS 66612
Attention: Senior Director, Evergy Energy Partners
Telephone: 816-556-2098
Email: evergysolarops@evergy.com

With additional copy for a notice pursuant to Section 19.2 to:

Evergy Kansas Central, Inc.
1200 Main Street
Kansas City, MO 64105
Attention: Law Department
Telephone: 785-508-2382

Email: Lance.Miller@evergy.com

- 23.0 **Conflict and Inconsistencies with Agreement.** Nothing in this Agreement is intended to contradict the terms of the PPA. To the extent a conflict arises between this Agreement and the PPA, the terms of the PPA shall prevail.
- 24.0 **Governing Law.** The Agreement is made in the State of Kansas and shall be interpreted and governed by the laws of the State of Kansas. The Parties agree that the sole jurisdiction and venue for any litigation shall be with the District Court of Shawnee County, Kansas.
- 25.0 **Relationship of Parties.** The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Interconnection Customer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 26.0 **Good Faith and Fair Dealing; Reasonableness.** The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.
- 27.0 **Severability.** Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.
- 28.0 **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement, including such reasonable actions as necessary to assist Interconnection Customer to obtain Project financing. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

IN WITNESS WHEREOF, Owner and Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

Interconnection Customer:

EVERGY KANSAS CENTRAL, INC.

By: _____

Name: _____

Title: _____

Owner:

CITY OF OSAWATOMIE, KS

By: _____

Name: _____

Title: _____

Annex A

GLOSSARY OF TERMS

Affiliate – With respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Attachment Facilities – All facilities on the Owner’s side of the Point of Delivery that are needed to connect the Generating Facility to the Distribution System, in order to be capable of receiving the total output of the Interconnection Customer’s Facility.

Default – The failure of a breaching Party to cure its breach under the Agreement, as provided in Section 19.0.

Distribution System – The Owner’s facilities and equipment used to receive and transmit electricity from its points of receipt (including the interconnection with the Generating Facility) to the ultimate usage points such as homes and industries within the City of Osawatomie, KS Distribution System, including any Attachment Facilities that are necessary to physically and electrically interconnect and receive electricity from the Generating Facility pursuant to this Agreement.

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

Facilities – The Distribution System, the Interconnection Facilities, and/or the Generating Facility, as applicable.

Generating Facility – The Interconnection Customer’s facility and equipment used to generate and transmit electricity through the Attachment Facilities to the Distribution System.

Good Utility Practice – The practices, methods, and acts engaged in or approved by a significant portion of the electric generation, transmission, and distribution industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws and Regulations, industry standards, equipment manufacturer’s recommendations, reliability, safety, environmental

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

Interconnection Facilities – The Attachment Facilities owned by the Owner and the facilities or equipment owned by the Interconnection Customer that connect the Generating Facility to the Owner’s Distribution System.

Party or Parties – The Owner, the Interconnection Customer or both.

Point of Delivery – The point of interconnection on the Project Site between the Generating Facility and the Owner’s Attachment Facilities, as depicted and labeled by a dashed line of demarcation in the one-line drawing attached as Annex C hereto.

Project Site – The specific location of the Generating Facility as shown in Annex B.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Wheeling Service – The transfer of electric power generated by Interconnection Customer through the Owner Distribution System to service areas outside the Owner’s Distribution System.

Annex B

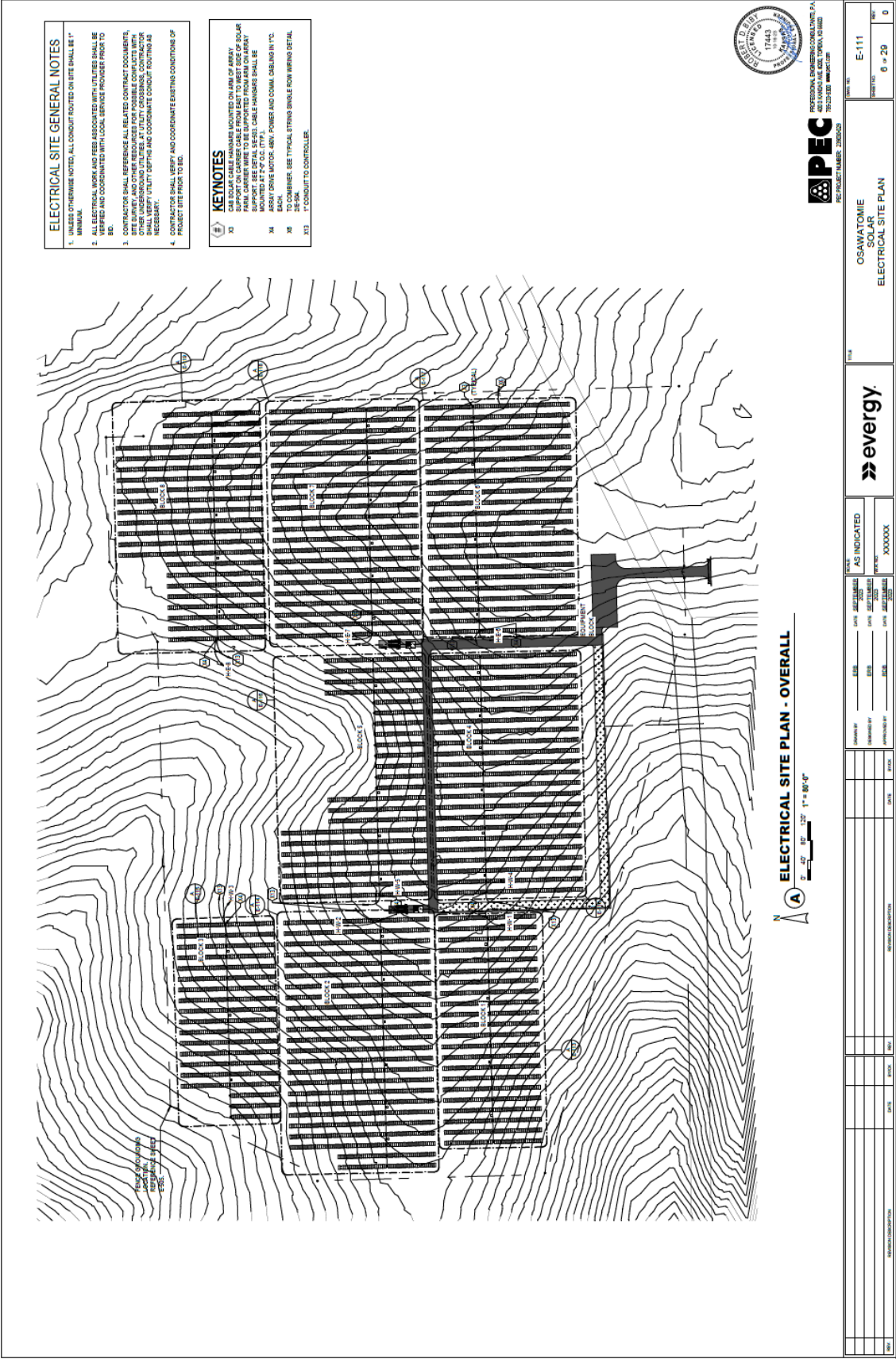
PROJECT SITE DESCRIPTION, SPECIFICATIONS FOR THE GENERATING FACILITY AND DESCRIPTION OF THE TECHNICAL REQUIREMENTS OF THE INTERCONNECTION FACILITY

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

Gross power rating (DC): 6.42 MW

Net power rating (AC): 4.95 MW

Point of Delivery: Revenue metering cabinet on 480V side of the transformer and adjusted for losses to read as being on the 12,470V side of the transformer at the Generating Facility



Inverters:



SUNNY HIGHPOWER PEAK3 125-US / 150-US



Cost effective

- Modular architecture reduces BOS and maximizes system uptime
- Compact design and high power density maximize transportation and logistical efficiency

Maximum flexibility

- Scalable 1,500 VDC building block with best-in-class performance
- Flexible architecture creates scalability while maximizing land usage

Simple install, commissioning

- Ergonomic handling and simple connections enable quick installation
- Centralized commissioning and control with SMA Data Manager

Highly innovative

- SMA Smart Connected reduces O&M costs and simplifies field-service
- Powered by award winning ennexOS cross sector energy management platform

SUNNY HIGHPOWER PEAK3 125-US / 150-US

A superior modular solution for large-scale power plants

The PEAK3 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for large-scale PV integrators. With fast, simple installation and commissioning, the Sunny Highpower PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 power plant solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Transformers:

Annex D

LIST OF INSURANCE POLICIES

Policy	Carrier	Insured
General Liability	Employers Mutual	Interconnection Owner
Solar Array Coverage (Property Damage)	AEGIS	Interconnection Customer
General Liability	AEGIS	Interconnection Customer



ACTION ITEM SUMMARY	Item Number:	9.D
	Date:	11/30/2023
Asst to the City Manager	From:	Sam Moon

RE: Resolution 1191 – Recommended Changes to the City of Osawatomie Food Truck Policy (City Council Policy 109)

RECOMMENDATION: City Council review and accept the recommended changes to the City of Osawatomie’s Food Truck Policy (City Council Policy 109)

DETAILS:

Updates focus on the relocation of mobile food vendors to the developing “Hub” space, currently known publicly as “Main Street Plaza.” This community plaza space is designed to become a destination for members of the public and has been recently updated to include electric pedestals, outdoor seating, and a renovated pedestrian-friendly base of crushed stone. Future developments will continue to enhance the space and make it more inviting and encourage multiple uses.

Moving mobile food vendors from the 5th and Main intersection to the downtown location also improves visitor safety and removes the need for pedestrians to cross busy intersections or stand in an active parking lot while visiting a mobile food vendor.

Other amendments take into consideration location and timing of mobile vendors when nearby brick-and-mortar restaurants in the community.

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

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 1191

**A RESOLUTION DIRECTING THE CITY MANAGER TO IMPLEMENT CERTAIN CHANGES TO CITY
COUNCIL POLICY No. 109 – FOOD TRUCK POLICY**

WHEREAS, the City of Osawatomie debuted a Food Truck Wednesday program in 2020 to bring more foot traffic into the downtown corridor, increase sales tax collections, and invite more mobile businesses into the community; and

WHEREAS, the initial program was well-received by local residents and visitors; and

WHEREAS, maintaining and improving the program required staff to take certain elements into consideration including potential impact on local brick-and-mortar restaurants and pedestrian safety; and

WHEREAS, the City of Osawatomie has begun developing a downtown community plaza space with the express purpose of gathering residents and visitors.

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

Section 1. The Governing Body hereby directs the City Manager to implement the described changes to City Council Policy No. 109 – Food Truck Policy to take effect January 1, 2024.

Section 2. The Governing Body will continue to review all City Council Policies on an annual basis.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 30th day of November, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



CITY COUNCIL POLICY MANUAL

Policy No. 109

Food Truck Program

Rules and Regulations for Food Truck Program

Operating Conditions

1. Locations: Mobile food vendors may operate within the City under the following conditions:
 - A. Public Property: ~~Mobile food vendors will be allowed to set up at the designated parking spots on the Northeast Corner of 5th & Main. The food vendor will need to park so that their customer service window is facing the curb, lawn or sidewalk. No food service shall be provided on the driving lane side of the truck. Mobile food units may not park on any other public property (see Exceptions). Mobile food vendors will need to reserve a date and time with City Hall and will be allowed to vend during the hours of 11:00 a.m. to 7:00 p.m. on Monday, Wednesday and Saturday. Two mobile vendors (one main course and one dessert or beverage vendor) will be allowed to set up during that period.~~ Mobile food vendors will be allowed to set up at the designated spots within The Hub (located at 530/534 Main Street). The food vendor will need to park so that their customer service window is facing into the community plaza space. No food service shall be provided into the alley way or onto the public sidewalk(s) that borders the plaza space to the North and South. Mobile food units may not park on any other public property (see Exceptions). Mobile food vendors will need to reserve a date and time with City Hall and will be allowed to vend during the hours of 11:00am – 7:00pm. Mobile beverage and dessert vendors (such as coffee carts or ice cream trucks) will be allowed to vend from 6:00am to 10:00pm for no more than 8-hours at a time (6am – 2pm, 2pm – 10pm, etc.). General vending is permissible on Mondays, Wednesdays, Saturdays and Sundays (See Exceptions). No more than two vendors of any kind will be allowed to set up simultaneously within The Hub without prior permission from the City of Osawatomie for special community events.
 - B. Private Property: A vendor is allowed to operate **only** on commercially zoned private property, with permission from the **business property** owner, and where a line of customers would not hinder the flow of traffic on any street, the flow of bicycles

within any bike lane or route, or the flow of pedestrians along any sidewalk. No accessible route providing access to persons with disabilities may be blocked or reduced to less than five (5) feet in width. If any such hindrance occurs, the vendor must either:

- (1) Instruct customers to move to a safe location outside of the flow of traffic, bicycles, and pedestrians;
 - (2) Temporarily stop vending from its unit, or
 - (3) Move its unit to a different location.
- C. A private property owner shall not permit a mobile food vehicle to set up on their property until the food truck has been issued a Food Truck Permit from the City of Osawatomie.

2. Distance from Restaurants and Other Considerations:

A. Private Property:

No mobile food vendor may vend on ~~public or~~ [BG1][TS2] private property within one hundred fifty (150) feet [BG3][SM4][TS5] from the front door of a brick-and-mortar restaurant (measurement taken “as the crow flies”) during such restaurant’s posted hours of operation unless the mobile food truck vendor has written permission from the restaurant owner and maintains a record of such permission in its unit for inspection.

B. Public Property:

~~2. Like-cuisine mobile food vendors may not vend on public property during a nearby (within 150 feet) restaurant’s posted hours of operation without express written permission from the restaurant owner; record of such permission shall be maintained in its unit for inspection. (Example: A Taco Truck may not vend in The Hub during La Hacienda’s open hours without express written permission.)~~ [BG6]

~~4.3. Distance from City-Approved Event: No mobile food vendor shall be allowed to vend within a five-hundred-foot radius of a City-approved event without permission from the event organizer.~~ [BG7][SM8][TS9]

~~5.4. Signage: Except as otherwise provided herein, no sign or device prohibited by the building and zoning regulations may be erected, placed, installed, and/or maintained in association with a mobile food unit.~~

~~6.5. Lights and Sound: No flashing lights or attention-attracting devices are permitted on or in association with the use of a mobile food unit. No direct light may be shined on adjacent property or cause a glare or distraction for vehicles, bicycles or pedestrians~~

from a mobile food unit. Music or other sounds associated with the mobile food unit must be in compliance with Section 11-338 in the City of Osawatomie Municipal Code.

7.6. Trash: Receptacles shall be provided with each mobile unit. Such receptacles must be attached to the unit or located within fifteen (15) feet of the unit and cannot interfere with vehicle access, pedestrian movement, or handicap-accessible routes to and around the unit. A minimum access width of five (5) feet must be maintained along all sidewalks and building entrances accessible to the public.

8.7. Restoration of Site: Immediately upon cessation of vending, the mobile food vendor shall return the site to its previous condition, including the removal of all litter, repair of any damage, or other evidence of vending. If the site is not returned to its previous condition, the City will restore the site at the expense of the vendor.

License and Permits: All mobile food vendors shall acquire and maintain all required licenses and permits applicable to the use and operation of mobile food units from the City of Osawatomie and the State of Kansas. Evidence of all such licenses and/or permits shall be posted in the unit in a conspicuous spot and produced upon request by the Chief of Police or designee or other public officer charged by the City Manager with enforcement of this policy. Mobile food vendor license permit fee will be set forth on the fee resolution. Any application for a mobile food vendor license may be denied. Any license issued may be revoked, suspended or not renewed by the City Clerk for failure to comply with the provisions of this policy or any rules or regulations promulgated by the City of Osawatomie.

1. Application: To receive a mobile food vendor license, the vendor must file a completed mobile food vendor application with the City Clerk or other designated representative, on a form provided by the City. Incomplete applications will not be accepted. The applicant must provide the following information:
 - A. The full legal name, date of birth, permanent address, business mailing address, email address and telephone number of the applicant and the contact person for the business, if different from the applicant;
 - B. The name under which the mobile food unit does business ("dba" name) and, if applicable, the registered name of the legal entity owning the mobile food unit (corporation, limited liability company, partnership, limited partnership association, firm or another name);
 - C. The name of the owner and the type, make and vehicle identification number or other identifying number of the vehicle form which the applicant proposes to conduct business;
 - D. The applicant's valid Kansas sales tax number;

- E. A current health inspection certificate from the State of Kansas;
- F. A menu of food or beverages to be offered for sale;
- G. Proof of a valid driver's license for operation of the class of vehicle or vehicles identified in the application to be used in the business for the applicant;
- H. Proof that the applicant has procured a policy of general liability insurance covering the mobile vending operation and vehicle or vehicles written by an insurance carrier licensed to do business in Kansas, with minimum limits of one million dollars (\$1,000,000.00), naming the City of Osawatomie as additional insured; and evidence of compliance with the insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application;
- I. The application shall contain a statement certifying that all of the information provided in the application is true and correct and must be signed personally and acknowledged by an individual applicant, by a partner for a partnership applicant, by an officer legally authorized to sign for a corporate application or by a member of a limited liability company legally authorized to sign company documents;
- J. This application shall also contain a statement by the applicant or partner, officer or member that he or she is familiar with the provisions of this Chapter and is complying and will comply with all requirements set forth within.
- K. The City has ~~two in-ground electrical power supply receptacles pedestals (240-volt 50-amp plug, 20-volt 30-amp plug or 120-volt 20-amp receptacle)~~ (50-amp 120/240 volt, 30-amp 120 volt, and 20-amp 120 volt included on each pedestal) ~~located on a power pole at the Northeast Corner of 5th & Main currently available along the eastern side of the plaza.~~ This service is available for an additional fee that is set forth on the fee resolution.

Exceptions:

1. A vendor operating under the following conditions for the purpose of this policy and the licensing provisions required herein shall not apply to:
 - A. Venders selling in conjunction with and as part of a City of Osawatomie sponsored event (such as Osawatomie Lights on the Lake or Freedom Festival) ~~or who have entered into contract with the City;~~
 - B. Vendors selling food that does not require temperature control, such as lemonade stands, bake sales, produce stands, etc.;

- C. Catering a private event;
- D. Ice cream vendors.

Osawatomie City Sales Tax: All mobile food vehicles are required to collect and ~~submit~~ remit to the Kansas Department of Revenue, sales tax for the City of Osawatomie.

APPROVED BY THE GOVERNING BODY ON APRIL 8, 2021

Amended by the Governing Body on November 30, 2023



ACTION ITEM SUMMARY	Item Number:	10.A.
	Date:	November 15, 2023
	From:	Mike Scanlon, Our City Planning LLC

RE: Concurrence with the Planning Commission to Set 5:00 pm as the start time for future planning commission meetings

RECOMMENDATION: That the City Council approve Resolution 1190

DETAILS:

As the Planning Commission begins the process of an update to the following documents:

- Future Land Use Map
- Comprehensive Plan
- Zoning Regulations
- Subdivision Regulations

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

RESOLUTION NO. 1190

**A RESOLUTION CONCURRING WITH THE OSAWATOMIE PLANNING
COMMISSION ON SETTING THE MEETING TIME FOR THE PLANNING
COMMISSION TO 5:00 PM THROUGH JULY 2024**

WHEREAS, the City of Osawatomie, Kansas, has operated with a Planning Commission made up of multiple numbers of members over the last 25 years; and

WHEREAS, the current and future work of the Osawatomie Planning Commission will require longer meetings and a more robust discussion of the City's future; and

WHEREAS, the primary work of the Osawatomie Planning Commission will be actively seeking input from the community as we undertake a large revision and rewriting of the city's Comprehensive Plan; and

WHEREAS, it would benefit the community as well as the planning and development process to begin the meetings earlier in the evening to allow for more citizens to attend as they are able; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, concurs with the Osawatomie Planning Commission and hereby sets the starting time for the planning commission meetings at 5:00 pm through the end of July 2024.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 30th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	10.C
	Date:	11/30/2023
Asst to the City Manager	From:	Sam Moon

RE: Resolution 1192 – Amendments to the City of Osawatombie Employee Handbook – Clarifying Longevity Eligibility

RECOMMENDATION: Staff recommends that City Council review and approve the suggested changes to the personnel policy regarding longevity eligibility.

DETAILS:

The City of Osawatombie Employee Handbook is updated as necessary to reflect best practices. One needed update is the clarification on which employees are eligible for annual longevity payments. The current language is vague and could be interpreted in multiple ways. Changes to the section will create much greater transparency and continuity in policy, and allows the organization to better recognize employees for their years of service.

Financial Impact:

2022 TOTAL	\$	8,150.00
2023 TOTAL W/OUT FIRE	\$	8,625.00
2023 TOTAL W/ FIRE	\$	12,800.00

Longevity payouts in November 2022 were tabulated for full-time and regular part-time staff only. It was the first year that part-time staff members were included. Administration decided to add fire department employees into the tabulations for 2023.

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

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 1192

**A RESOLUTION DIRECTING THE CITY MANAGER TO UPDATE THE CITY OF OSAWATOMIE
EMPLOYEE HANDBOOK SECTION REGARDING EMPLOYEE LONGEVITY ELIGIBILITY**

WHEREAS, the City of Osawatomie maintains a comprehensive employee handbook and personnel policy; and

WHEREAS, these documents are regularly updated to reflect best practices; and

WHEREAS, current language in the Longevity section is considered vague and “up for interpretation”; and

WHEREAS, the City wishes to better define eligibility parameters and provide greater transparency in employee payroll practices.

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

Section 1. The Governing Body hereby directs the City Manager to update the City of Osawatomie Employee Handbook section regarding employee longevity eligibility as described.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 30th day of November 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

Current Handbook Language:

VII. Longevity Pay

Longevity pay will be provided to any employee having at least five full years of employment with the City of Osawatomie. Longevity pay will be paid in lump sum on the last payday in November. Calculations of longevity pay due will be as of December 31st in the calendar year of payment.

Longevity pay will commence on the fifth anniversary of total service to the City of Osawatomie. Payments shall equal twenty-five dollars per full year of service (\$125 following the 5th anniversary). Each full year of service beyond five years will increase longevity pay by twenty-five dollars (\$25.00). Example: An employee with eight full years of service would receive \$200.00 during December of that year.

Recommended Change(s):

VII. Longevity Pay

Longevity pay will be provided to any **full-time, regular part-time, or volunteer fire department** employee having at least five full years of employment with the City of Osawatomie. Longevity pay will be paid in lump sum on the last payday in November. Calculations of longevity pay due will be as of December 31st in the calendar year of payment. **Part-time employees are considered “regular” if they receive at least one paycheck per month in a calendar year. Volunteer fire department employees must maintain monthly roster activity to be considered eligible for longevity. Employees with gaps in service greater than 30 days will have longevity eligibility calculated from their most recent date of hire/reinstatement.**

Longevity pay will commence on the fifth anniversary of total service to the City of Osawatomie. Payments shall equal twenty-five dollars per full year of service (\$125 following the 5th anniversary). Each full year of service beyond five years will increase longevity pay by twenty-five dollars (\$25.00). Example: An employee with eight full years of service would receive \$200.00 during December of that year.

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: OCTOBER 31ST, 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	2,881,844.23	2,923,721.98	159,317.93	0.00	6,766.16	166,084.09
02 -WATER	43,089.94	1,165,044.49	1,082,891.50	125,242.93	0.00	0.01	125,242.94
03 -ELECTRIC	786,908.70	3,802,827.05	3,759,535.04	830,200.71	0.00	6,823.65	837,024.36
04 -SEWER	201,863.77	1,034,736.76	879,478.04	357,122.49	0.00	(0.01)	357,122.48
05 -REFUSE	175.97	399,330.80	291,332.32	108,174.45	0.00	0.00	108,174.45
06 -LIBRARY	121,432.39	23,329.28	14,348.57	130,413.10	0.00	(0.03)	130,413.07
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	(7,421.70)	0.00	7,813.24	(15,234.94)	0.00	0.00	(15,234.94)
09 -INDUSTRIAL PROMOTION	2,827.30	144,640.26	169,978.04	(22,510.48)	0.00	0.00	(22,510.48)
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	17,819.78	40,383.43	25,290.44	32,912.77	0.00	0.00	32,912.77
12 -STREET IMPROVEMENTS	205,628.74	306,551.47	44,249.22	467,930.99	0.00	0.00	467,930.99
13 -TOURISM	47,238.36	248,118.19	300,431.62	(5,075.07)	0.00	0.00	(5,075.07)
14 -PUBLIC SAFETY EQUIPMENT	97,540.50	123,771.70	46,807.28	174,504.92	0.00	0.00	174,504.92
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	11,787.14	0.00	12,824.93	0.00	0.00	12,824.93
18 -GOLF COURSE	243,160.87	623,830.79	445,954.88	421,036.78	0.00	0.00	421,036.78
21 -CIP - ARTS COMMISSION	8.08	20.00	0.00	28.08	0.00	0.00	28.08
22 -CIP -WATER	(956,777.17)	2,861,299.04	590,841.35	1,313,680.52	0.00	0.00	1,313,680.52
23 -CIP - ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -CIP - SEWER	(446,288.87)	2,603,876.60	1,995,496.24	162,091.49	0.00	0.00	162,091.49
25 -CIP - STREET PROJECT	4,142,082.93	2,894,014.76	2,737,950.07	4,298,147.62	0.00	0.00	4,298,147.62
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	1,958,196.28	149,997.30	1,808,198.98	0.00	0.00	1,808,198.98
31 -EMPLOYEE BENEFITS	27,112.75	870,794.98	837,390.50	60,517.23	0.00	(1,638.10)	58,879.13
32 -CAFETERIA 125	82,348.77	95,560.60	101,869.24	76,040.13	0.00	0.00	76,040.13
35 -TECHNOLOGY FUND - CIP	23,707.49	31,644.24	0.00	55,351.73	0.00	0.00	55,351.73
41 -BOND & INTEREST	479,643.47	1,261,758.45	1,530,753.69	210,648.23	0.00	0.00	210,648.23
43 -ELECTRIC DEBT SERVICE	261,508.48	375,000.00	436,801.25	199,707.23	0.00	0.00	199,707.23
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	35,167.00	29,717.00	29,725.08	0.00	0.00	29,725.08
53 -FORFEITURES	22,665.58	0.00	6,640.98	16,024.60	0.00	0.00	16,024.60
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	(231.59)	0.00	198.42	0.00	0.00	198.42
93 -CREDIT CARD CLEARING FUND	29,064.67	30,341.48	0.00	59,406.15	0.00	0.00	59,406.15
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,677,155.94	23,823,637.43	18,409,289.79	11,091,503.58	0.00	11,951.68	11,103,455.26
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF OSAWATOMIE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2023

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>01 -GENERAL OPERATING</u>						
TOTAL REVENUES	2,934,199	164,467.51	2,881,844.23	0.00	52,354.77	98.22
TOTAL EXPENSES	<u>3,462,251</u>	<u>239,313.69</u>	<u>2,923,721.98</u>	<u>0.00</u>	<u>538,529.02</u>	<u>84.45</u>
REVENUE OVER/(UNDER) EXPENSES	(528,052)	(74,846.18)	(41,877.75)	0.00	(486,174.25)	7.93

02 -WATER

TOTAL REVENUES	1,428,106	139,451.01	1,165,044.49	0.00	263,061.51	81.58
TOTAL EXPENSES	<u>1,431,404</u>	<u>56,405.67</u>	<u>1,082,891.50</u>	<u>23,942.78</u>	<u>324,569.72</u>	<u>77.33</u>
REVENUE OVER/(UNDER) EXPENSES	(3,298)	83,045.34	82,152.99	(23,942.78)	(61,508.21)	1,765.02-

03 -ELECTRIC

TOTAL REVENUES	4,164,975	530,203.84	3,802,827.05	0.00	362,147.95	91.30
TOTAL EXPENSES	<u>4,555,588</u>	<u>310,241.36</u>	<u>3,759,535.04</u>	<u>650,819.56</u>	<u>145,233.40</u>	<u>96.81</u>
REVENUE OVER/(UNDER) EXPENSES	(390,613)	219,962.48	43,292.01	(650,819.56)	216,914.55	155.53

04 -SEWER

TOTAL REVENUES	990,000	132,873.96	1,034,736.76	0.00	(44,736.76)	104.52
TOTAL EXPENSES	<u>1,044,838</u>	<u>32,177.04</u>	<u>879,478.04</u>	<u>17,870.00</u>	<u>147,489.96</u>	<u>85.88</u>
REVENUE OVER/(UNDER) EXPENSES	(54,838)	100,696.92	155,258.72	(17,870.00)	(192,226.72)	250.54-

05 -REFUSE

TOTAL REVENUES	480,000	4,757.55	399,330.80	0.00	80,669.20	83.19
TOTAL EXPENSES	<u>481,222</u>	<u>31,834.53</u>	<u>291,332.32</u>	<u>0.00</u>	<u>189,889.68</u>	<u>60.54</u>
REVENUE OVER/(UNDER) EXPENSES	(1,222)	(27,076.98)	107,998.48	0.00	(109,220.48)	8,837.85-

06 -LIBRARY

TOTAL REVENUES	22,500	6,984.50	23,329.28	0.00	(829.28)	103.69
TOTAL EXPENSES	<u>101,332</u>	<u>448.70</u>	<u>14,348.57</u>	<u>0.00</u>	<u>86,983.43</u>	<u>14.16</u>
REVENUE OVER/(UNDER) EXPENSES	(78,832)	6,535.80	8,980.71	0.00	(87,812.71)	11.39-

08 -RURAL FIRE

TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>3,978.35</u>	<u>7,813.24</u>	<u>0.00</u>	<u>(7,813.24)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	(3,978.35)	(7,813.24)	0.00	7,813.24	0.00

09 -INDUSTRIAL PROMOTION

TOTAL REVENUES	35,612	972.86	144,640.26	0.00	(109,028.26)	406.16
TOTAL EXPENSES	<u>47,021</u>	<u>23,718.32</u>	<u>169,978.04</u>	<u>0.00</u>	<u>122,957.04</u>	<u>361.49</u>
REVENUE OVER/(UNDER) EXPENSES	(11,409)	(22,745.46)	(25,337.78)	0.00	13,928.78	222.09

11 -SPECIAL PARK & RECREATION

TOTAL REVENUES	25,000	0.00	40,383.43	0.00	(15,383.43)	161.53
TOTAL EXPENSES	<u>5,160</u>	<u>(6,364.69)</u>	<u>25,290.44</u>	<u>0.00</u>	<u>(20,130.44)</u>	<u>490.12</u>
REVENUE OVER/(UNDER) EXPENSES	19,840	6,364.69	15,092.99	0.00	4,747.01	76.07

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>12 -STREET IMPROVEMENTS</u>						
TOTAL REVENUES	124,210	47,464.96	306,551.47	0.00 (	182,341.47)	246.80
TOTAL EXPENSES	<u>226,073</u>	<u>577.50</u>	<u>44,249.22</u>	<u>0.00</u>	<u>181,823.78</u>	<u>19.57</u>
REVENUE OVER/(UNDER) EXPENSES	(101,863)	46,887.46	262,302.25	0.00 (	364,165.25)	257.50-
<u>13 -TOURISM</u>						
TOTAL REVENUES	135,750	6,042.28	248,118.19	0.00 (	112,368.19)	182.78
TOTAL EXPENSES	<u>164,871</u>	<u>12,053.79</u>	<u>300,431.62</u>	<u>0.00</u>	<u>135,560.62</u>	<u>182.22</u>
REVENUE OVER/(UNDER) EXPENSES	(29,121)	(6,011.51)	(52,313.43)	0.00	23,192.43	179.64
<u>14 -PUBLIC SAFETY EQUIPMENT</u>						
TOTAL REVENUES	101,961	8,860.96	123,771.70	0.00 (	21,810.70)	121.39
TOTAL EXPENSES	<u>101,961</u>	<u>19,982.54</u>	<u>46,807.28</u>	<u>0.00</u>	<u>55,153.72</u>	<u>45.91</u>
REVENUE OVER/(UNDER) EXPENSES	0 (	11,121.58)	76,964.42	0.00 (	76,964.42)	0.00
<u>15 -POLICE SEIZURES</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00
<u>17 -OPIOID SETTLEMENT</u>						
TOTAL REVENUES	0	1,999.97	11,787.14	0.00 (	11,787.14)	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	1,999.97	11,787.14	0.00 (	11,787.14)	0.00
<u>18 -GOLF COURSE</u>						
TOTAL REVENUES	347,000	39,050.00	623,830.79	0.00 (	276,830.79)	179.78
TOTAL EXPENSES	<u>455,426</u>	<u>37,637.09</u>	<u>445,954.88</u>	<u>56,431.48</u>	<u>46,960.36</u>	<u>110.31</u>
REVENUE OVER/(UNDER) EXPENSES	(108,426)	1,412.91	177,875.91	(56,431.48)	(229,870.43)	112.01-
<u>21 -CIP - ARTS COMMISSION</u>						
TOTAL REVENUES	0	20.00	20.00	0.00 (	20.00)	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	20.00	20.00	0.00 (	20.00)	0.00
<u>22 -CIP -WATER</u>						
TOTAL REVENUES	0	0.00	2,861,299.04	0.00 (	2,861,299.04)	0.00
TOTAL EXPENSES	<u>0</u>	<u>333,650.00</u>	<u>590,841.35</u>	<u>0.00</u>	<u>590,841.35</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0 (	333,650.00)	2,270,457.69	0.00 (	2,270,457.69)	0.00
<u>23 -CIP - ELECTRIC</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>24 -CIP - SEWER</u>						
TOTAL REVENUES	0	10,637.80	2,603,876.60	0.00	(2,603,876.60)	0.00
TOTAL EXPENSES	<u>0</u>	<u>6,490.50</u>	<u>1,995,496.24</u>	<u>0.00</u>	<u>(1,995,496.24)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	4,147.30	608,380.36	0.00	(608,380.36)	0.00
<u>25 -CIP - STREET PROJECT</u>						
TOTAL REVENUES	0	12,262.67	2,894,014.76	0.00	(2,894,014.76)	0.00
TOTAL EXPENSES	<u>0</u>	<u>(311,930.41)</u>	<u>2,737,950.07</u>	<u>0.00</u>	<u>(2,737,950.07)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	324,193.08	156,064.69	0.00	(156,064.69)	0.00
<u>27 -CIP - GRANTS</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00
<u>29 -CIP - SPECIAL PROJECTS</u>						
TOTAL REVENUES	0	7,238.05	1,958,196.28	0.00	(1,958,196.28)	0.00
TOTAL EXPENSES	<u>0</u>	<u>63,724.50</u>	<u>149,997.30</u>	<u>0.00</u>	<u>(149,997.30)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	(56,486.45)	1,808,198.98	0.00	(1,808,198.98)	0.00
<u>31 -EMPLOYEE BENEFITS</u>						
TOTAL REVENUES	884,500	9,005.46	870,794.98	0.00	13,705.02	98.45
TOTAL EXPENSES	<u>891,901</u>	<u>58,479.14</u>	<u>837,390.50</u>	<u>0.00</u>	<u>54,510.50</u>	<u>93.89</u>
REVENUE OVER/ (UNDER) EXPENSES	(7,401)	(49,473.68)	33,404.48	0.00	(40,805.48)	451.35-
<u>32 -CAFETERIA 125</u>						
TOTAL REVENUES	0	20,567.73	95,560.60	0.00	(95,560.60)	0.00
TOTAL EXPENSES	<u>0</u>	<u>24,194.07</u>	<u>101,869.24</u>	<u>0.00</u>	<u>(101,869.24)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	(3,626.34)	(6,308.64)	0.00	6,308.64	0.00
<u>35 -TECHNOLOGY FUND - CIP</u>						
TOTAL REVENUES	0	3,142.10	31,644.24	0.00	(31,644.24)	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	3,142.10	31,644.24	0.00	(31,644.24)	0.00
<u>41 -BOND & INTEREST</u>						
TOTAL REVENUES	1,415,773	10,889.12	1,261,758.45	0.00	154,014.55	89.12
TOTAL EXPENSES	<u>1,732,201</u>	<u>0.00</u>	<u>1,530,753.69</u>	<u>0.00</u>	<u>201,447.31</u>	<u>88.37</u>
REVENUE OVER/ (UNDER) EXPENSES	(316,428)	10,889.12	(268,995.24)	0.00	(47,432.76)	85.01
<u>43 -ELECTRIC DEBT SERVICE</u>						
TOTAL REVENUES	450,000	37,500.00	375,000.00	0.00	75,000.00	83.33
TOTAL EXPENSES	<u>436,800</u>	<u>0.00</u>	<u>436,801.25</u>	<u>0.00</u>	<u>(1.25)</u>	<u>100.00</u>
REVENUE OVER/ (UNDER) EXPENSES	13,200	37,500.00	(61,801.25)	0.00	75,001.25	468.19-

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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<u>51 -COURT ADSAP</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>52 -COURT BONDS</u>						
TOTAL REVENUES	0	600.00	35,167.00	0.00 (	35,167.00)	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>29,717.00</u>	<u>0.00</u>	<u>(29,717.00)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	600.00	5,450.00	0.00 (	5,450.00)	0.00
<hr/>						
<u>53 -FORFEITURES</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>6,640.98</u>	<u>0.00</u>	<u>(6,640.98)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00 (	6,640.98)	0.00	6,640.98	0.00
<hr/>						
<u>54 -EVIDENCE LIABILITY</u>						
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>57 -FIRE INSURANCE PROCEEDS</u>						
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>58 -MAYOR'S CHRISTMAS TREE FU</u>						
TOTAL REVENUES	0	0.00 (	231.59)	0.00	231.59	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00 (	231.59)	0.00	231.59	0.00
<hr/>						
<u>93 -CREDIT CARD CLEARING FUND</u>						
TOTAL REVENUES	0	3,729.71	30,341.48	0.00 (	30,341.48)	0.00
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	3,729.71	30,341.48	0.00 (	30,341.48)	0.00
<hr/>						
GRAND TOTAL REVENUES	13,539,586	1,198,722.04	23,823,637.43	0.00 (	10,284,051.43)	175.96
GRAND TOTAL EXPENSES	<u>15,138,049</u>	<u>936,611.69</u>	<u>18,409,289.79</u>	<u>749,063.82</u>	<u>(4,020,304.61)</u>	<u>126.56</u>
REVENUE OVER/(UNDER) EXPENSES	(1,598,463)	262,110.35	5,414,347.64 (	749,063.82)	(6,263,746.82)	291.86-

*** END OF REPORT ***



CITY OF OSAWATOMIE

CITY MANAGER'S REPORT

November 30, 2023

Water Treatment Plant Status:

We are in receipt of our State Revolving Loan Fund paperwork for the water treatment plant and distribution system project. In speaking with Austin Masters with the USDA, he advised that as of August 11, the national office had called back all unspent/uncommitted funds for pooling and reallocation. Additionally, Governmental Assistance Services will be helping us with an application for a grant through the Kansas Water Office. We are eligible for up to \$8M and I have not found where there is a match requirement. If successful, these funds would be put into the distribution system. We are also going to be looking at a trimmed down USDA Loan/Grant. First, the grant dollars just are not available like they have been in years past. Secondly, the project is far too large according to the USDA for it to be handled with one Loan/Grant. Instead of a \$38M loan and grant, we will be looking at a \$30M loan/grant that would be dedicated for the water treatment plant and retirement of the \$2.5M temp notes that were issued earlier this year to pay for the Brown Ave. and 6th Street water main replacements.

Wastewater Treatment Plant Status:

The remaining items for the contractor to achieve Final Completion of the WWTP project and the status of each item are as follows:

1. Installation of New Chem Feed Tank (remember, this is the one that was damaged in the manufacturing process but not caught until after it was installed on site and filled) and level transducer meter: This is scheduled for completion near the end of this month.
2. Work associated with synchronizing flow meter with electrical panels in the plant: This work is occurred this week.
3. Digester blowers – system needs modified so we can control the operations of these blowers based on the time of day. Contractor is currently working with the supplier to make this happen, since it was specified as an option the equipment should be capable of providing.
4. Installation of additional conduit for the sludge blowers. This work is occurring this week as well.

Evergy Solar Array Development:

We continue to have monthly progress meetings with Evergy for the engineering and construction progress. Construction has begun with the installation of the SWPPP and fencing. Additionally, on this agenda is the Generation Interconnect Agreement (GIA) with Evergy. This agreement allows Evergy to connect the array to the Osawatomie distribution system. I have read this agreement as well as KMEA's attorney and we made a couple of minor adjustments to the language, which Evergy accepted. There will be one more GIA that we need to approve in the first

quarter of next year. This GIA will allow Osawatomie to push excess capacity that we have, back onto the grid and sell in the integrated marketplace.

Lead/Copper Inventory:

Work has begun on the Lead/Copper Inventory as required by the LCRR rule from the EPA. We will continue to keep the council updated on where we are at with the inventory.

Levee Certification / Flood Insurance Rate Map Revisions – Status Update:

The flood hazard determination notice was published in the Federal Register on April 3. The appeal period ended on Tuesday, and we did not receive any appeals or comments. We are now in the preparation phase for the Final Map Products. I will update the council once we have the Letter of Final Determination (LFD) date established, but it should be in early 2024.

Anyone who would like to view the current flood insurance rate maps can view them here:

<https://gis2.kda.ks.gov/gis/osawatomie/>

August 8, 2022	Kickoff Meeting
September 8, 2022	Provide Review Comments to Certification Data
November 29, 2022	Distribute Preliminary Flood Insurance Rate Maps (FIRMs)
January/February 2023	Community Coordination & Outreach (CCO) meetings
February 2023	End CCO Meetings
Spring 2023	Appeals Period (90 days from date of last publication)
Spring 2024	Letter of Final Determination
Summer 2024	Final FIRMs established and effective

2023 Street Improvements:

Killough has two crews working. One crew is working on preparing the new road base and the other crew is working on finishing the stormwater work across Main Street. The materials we needed were delivered last week. We expect Killough to continue to have two crews working until such time as two crews cannot be warranted, in order to get the project finished before we lose our construction season.

6th Street was awarded at the last council meeting. In the time since awarding this project to Killough Construction, we have received the permit to replace the water main and that work should begin as soon as we can get contracts signed and the contractor can get the necessary materials on site. Additionally, we continue to work towards obtaining temporary construction easements. Thus far, we've received approximately 1/3rd of the easements.

Lastly, we will be working on planning and financing for the next round of streets designed and ready for when we can issue additional bonds. Those streets are basically around the middle school and first street from Main St. to the levee.

AMI Meter Update:

We are still moving forward with the AMI system and we continue to look for grants to offset the cost. As a reminder, the cost is \$1,500,000 and that is split roughly 50/50 between the water and electric fund. We expect to start receiving meters in March or April of next year. Our utility crews will install the electric meters and we expect to contract out the installation of the water meters.

Janet White
Miami County Clerk
201 S. Pearl, Suite 102
Paola, Kansas 66071



Phone: (913) 294-3976
Fax: (913) 294-9544
countyclerk@miamicountyks.org
www.miamicountyks.org

City of Osawatomie
PO Box 37
Osawatomie KS 66064

I, Janet White, Miami County Election Officer, do hereby certify the votes for the November 7, 2023, General Election as canvassed by the Miami County Board of Canvassers on November 17th 2023, in the Public Information/Election Verification Room, and hereby declare the following election results.

Done this 17th day of November 2023

Osawatomie City Sales Tax Question

Yes	237
No	189
Total Votes	426

(Seal)





Janet White, Clerk

Janet White
Miami County Clerk
201 S. Pearl, Suite 102
Paola, Kansas 66071



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Done this 17th day of November 2023

Osawatomie Mayor

Nick Hampson	374
Write-Ins	31
Total Votes	405

Osawatomie City Council Precinct 1

Lawrence Dickinson	42
Shay Hanyak	27
Write-Ins	1
Total Votes	70

Osawatomie City Council Precinct 2

Dan Macek	125
Write-Ins	9
Total Votes	134

Osawatomie City Council Precinct 3

Derek Henness	124
Write-Ins	4
Total Votes	128

Osawatomie City Council Precinct 4

Cathy Caldwell	65
Write-Ins	4
Total Votes	69

(Seal)



A handwritten signature in blue ink that reads "Janet White".

Janet White, Clerk