AGENDA
January 28, 2021
6:30 p.m., Memorial Hall

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. January 28th Agenda
B. Meeting Minutes - January 14th, 2021
C. AP Report 2020-12
D. AP Report 2020-12.2
E. Pay Application(s) - Zingre - Trail and Memorial Hall - \$1,067.50
F. Cancellation of February $25^{\text {th }}$, 2021, meeting to allow Councilmembers and City Staff to attend the Miami County Comprehensive Plan open house
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand \& be recognized by the Mayor.
7. Presentations, Proclamations, and Appointments
8. Unfinished Business
A. Ordinance No. 3791 - An Ordinance Amending Chapter 2 of the City Code of the City of Osawatomie, Kansas Amending Existing Section 2-101 and Adding a New Section 2-105 to Permit the Keeping of Certain Fowl in the City of Osawatomie, Kansas - Ed Beaudry
B. Resolution 839 - Adopting the 2021 Work Plan
9. New Business
A. Resolution 840 - Amendment to Municipal Recycling and Waste Agreement between Waste Management of Kansas, Inc. and the City of Osawatomie. - Mike Scanlon
B. Resolution 841 - A Resolution of the City of Osawatomie, Kansas Authorizing a Food Truck Program - Mike Scanlon
C. Charter Ordinance No. 19 - A Charter Ordinance to Allow the Use of GO Bonds for Repair and Replacement of the Wastewater Treatment Plant
D. Resolution 842 - Licensing Agreement to be Submitted to USD \#367 for FHT Crossover and Hike/Bike Hut Area
10. Council Report
11. Mayor's Report
12. City Manager \& Staff Report
13. Executive Session
14. Other Discussion/Motions
15. Adjourn

Osawatomie, Kansas. January 14, 2021. The Council Meeting was held at Memorial Hall. Mayor Pro Tem Karen LaDuex called the meeting to order at 6:30 p.m. Council members present were Caldwell, Dickinson, Diehm, Macek, Hampson and Walmann. Council member Wright and Mayor Govea were absent. City Staff present at the meeting were: City Manager Mike Scanlon, Assistant to the City Manager Sam Moon, City Clerk Tammy Seamands, Building Official Ed Beaudry, and City Attorney Richard Wetzler. Members of the public were: Donna Koontz, Dale Koontz, Jamie Homrighaausen, Chase Homrighausen. Doug Hensley, Matt Chilson, Clinton Chilson, Jada Hodgson, Kari Bradley, Drew Milne, Caleb Sampson, Josh Sampson and Korbin Crockett.

INVOCATION. Jada Hodgson, United Methodist Church
CONSENT AGENDA. Approval of January 14th Agenda; December $10^{\text {th }}$ Council Minutes, December $29^{\text {th }}$ Special Council Minutes, Pay Application - BG Consultants - \$6,903.00 - WWTP, Motion made by Dickinson, seconded by Macek to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC. - None
PRESENTATIONS \& PROCLAMATIONS. - None.
PUBLIC HEARINGS. - None.

UNFINISHED BUSINESS.

RESOLUTION 831 - ACCEPTING THE REVISED BID OF TRIANGLE CONSTRUCTION, LLC FOR THE WALKER STATION KIOSK AND FACILITY Motion made by Caldwell, seconded by Diehm to approve Resolution 831 - Accepting the revised bid of Triangle Construction, LLC for the Walker Station Kiosk and Facility. Yeas: All.

ORDINANCE 3791 - PERMITTING OF CERTAIN FOWL WITHIN CITY LIMITS This was presented at the December $10^{\text {th }}, 2020$ council meeting and was suggested that the council take time to review the proposed Ordinance and consider how this would impact their neighborhoods. Council discussed the Ordinance and it will be brought back on the first agenda in February.

## NEW BUSINESS.

RESOLUTION 838 -PERMITTING THE DONATION OF UNUSED CONSTURCTION CULVERTS TO THE KANZA RAIL-TRAILS CONSERVANCY -Motion made by Hampson, seconded by Caldwell to approve Resolution 838 - Permitting the donation of unused construction culverts to the Kanza Rail-Trails Conservancy. Yeas: All.

RESOLUTION 839 - ACCEPTING THE CITY OF OSAWATOMIE'S 2021 WORK PLAN - This Resolution will be brought back on the next agenda because the work plan was hard to read due to the small print.

## COUNCIL REPORTS.

Jeff Walmann ~ The taskforce is about done with the trail project. They still have the completion of the bridge and kiosk, bathrooms and signage. The taskforce would also like to name the street to the trailhead and give it GPS coordinates.

Cathy Caldwell ~ A puppy with no tags or collar came into Caldwell's neighborhood. The police department was called and Officer Tina Fenoughty was sent to pickup the puppy. Officer Fenoughty was there quickly and did a great job handling the puppy. There has been lots of animals seen running loose lately.

Karen LaDuex ~ The Oz Commons Committee met for the first this week and will meet again soon. A request for proposals for the development of downtown and connecting it to our trails and historic sites was issued and 8 proposals were received back. Its nice to know that people are interested in our project and are submitting the necessary proposals and to possibly become involved.

Today an informal lunch was held to thank the Waste Management Trash Crews for the work they are doing in the City. Bryce Smith was awarded the key to the City \& City of Osawatomie Hats were handed out. There was also a lunch held yesterday for the recycling crew.

## MAYOR'S REPORT - None

CITY MANAGER \& STAFF REPORTS. - A City closure survey was done to see what city facilities are closed or open in difference cities. Paola, Spring Hill, Louisburg, Ottawa and Garnett were surveyed. The Ozone will reopen February 1, 2021 with all Coivd Guidelines in place. Our City Offices will also reopen February 1, 2021 and will follow the same mask and distance guidelines that were in place before to promote a healthy community.

We did a reprinting of Margret Hay’s book called As Constant as the Rivers that will be sent out to the Oz Common committee members. By reading the book you can get a really good sense for the downtown and how it developed over time. It will be good to have a historical prospective as you think about the future.

A City of Osawatomie Municipal newsletter was printed as an insert in the Miami County Republic for the first time this week. This idea came form Donna Koontz to better get information out to the public to those that do not go online. This newsletter will be included in the newspaper as an insert quarterly. Staff is also contacting businesses for advertisement opportunities to help reduce the cost.

EXECUTIVE SESSION. Discussion of Matters Relating to Non-Elected Personnel Motion made by Dickinson, seconded by Diehm to go into executive session for the purpose of discussion of matters relating to Non-Elected Personnel pursuant to K.S.A. 75-439 (b)(1) until 7:25 p.m. to include the Council, the Mayor Pro Tem, the City Manager and the City Attorney. Yeas: All.

The Mayor Pro Tem called the Council back into open session at 7:25 p.m. with no action taken.
Motion made by Hampson, seconded by Caldwell to go into executive session for the purpose of discussion of matters relating to Non-Elected Personnel pursuant to K.S.A. 75-439 (b)(1) until 7:30 p.m. to include the Council, the Mayor Pro Tem, the City Manager and the City Attorney. Yeas: All.

The Mayor Pro Tem called the Council back into open session at 7:30 p.m. with no action taken.

## OTHER DISCUSSION/MOTIONS.

Motion made by Hampson, seconded by Ma to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:31 p.m.
/s/ Tammy Seamands
Tammy Seamands, City Clerk

| FUnd | VENDOR NAME |
| :---: | :---: |
| INVALID | **PAYROLL EXPENSES |
| GENERAL OPERATING | CITY OF OSAWATOMIE |
|  | KAnsAS dept of Revenue |
|  | MISCELLANEOUS KIRK WRIGHT |
|  | John wendt |
|  | KEVIN BRADLEY |
|  | DARLENE BARbosa |
|  | SECURITY 1St title lic |
|  | GUARDIAN |

NON-DEPARTMENTAL

| DESCRIPTION | AMOUNT_ |
| :---: | :---: |
|  |  |
| $0 / 00 / 0000-99 / 99 / 9999$ | $2,537,693.45 \_$ |
| TOTAL: | $2,537,693.45$ |


| FLEX SPENDING CARDS | 828.81 |
| :--- | ---: |
| FLEX SPENDING CARDS | $1,283.44$ |
| FLEX SPENDING CARDS | $460.00-$ |
| KS WITHHOLDINGS | $2,529.17$ |
| KS WITHHOLDINGS | 9.44 |
| KS WITHHOLDINGS | 25.92 |
| KS WITHHOLDINGS | 323.27 |
| KS WITHHOLDINGS | 457.91 |
| KS WITHHOLDINGS | 36.65 |
| KS WITHHOLDINGS | 570.47 |
| KS WITHHOLDINGS | $2,896.53$ |

KS WITHHOLDINGS 10.68
KIRK WRIGHT:CONTRACTORS CL 200.00
JOHN WENDT: CONTRACTORS CL 200.00
KEVIN BRADLEY: CONTRACTORS 400.00
DARLENE BARBOSA: RESTITUTI 27.73
SECURITY 1ST TITLE LLC 8,880.50
INSURANCE PAYABLE 158.73
INSURANCE PAYABLE 164.29
CRITICAL ILL INS PAYABLE 123.51
CRITICAL ILL INS PAYABLE 124.87
DISABILITY INSURANCE 117.62
DISABILITY INSURANCE 119.08
DENTAL INSURANCE 273.45
DENTAL INSURANCE 281.22
EMPLOYEE LIFE INSURANCE 193.93
EMPLOYEE LIFE INSURANCE 194.97
VISION INSURANCE 51.17
VISION INSURANCE 52.71
MEDICAL INSURANCE 771.31
MEDICAL INSURANCE 885.16
MEDICAL INSURANCE 1,504.94
MEDICAL INSURANCE $1,505.88$
MEDICAL INSURANCE $1,413.04$
MEDICAL INSURANCE $1,413.04$
CHILD SUPPORT 303.37
CHILD SUPPORT 499.62
CHILD SUPPORT 399.35
CHILD SUPPORT 399.35
KPERS 2 1,455.28
KPERS $2 \quad 625.68$
KPERS 2 1,448.67
KPERS 2,705.03
KPERS 886.27
KPERS $\quad 1,104.13$
KPERS $\quad 2,853.73$
ICMA 360.00
ICMA 386.96
FEDERAL WITHHOLDINGS $5,164.07$
FEDERAL WITHHOLDINGS 27.38
FEDERAL WITHHOLDINGS 83.61
FEDERAL WITHHOLDINGS $1,042.79$
FEDERAL WITHHOLDINGS 1,477.13

GENERAL OPERATING ELLIOTT INSURANCE INC. CITY OF OSAWATOMIE

FIRST OPTION BANK

| FEDERAL WITHHOLDINGS | 118.22 |
| :---: | :---: |
| FEDERAL WITHHOLDINGS | 1,840.21 |
| FEDERAL WITHHOLDINGS | 5,977.01 |
| FEDERAL WITHHOLDINGS | 31.38 |
| SOCIAL SECURITY WITHHOLDIN | 4,240.04 |
| SOCIAL SECURITY WITHHOLDIN | 26.04 |
| SOCIAL SECURITY WITHHOLDIN | 51.84 |
| SOCIAL SECURITY WITHHOLDIN | 646.54 |
| SOCIAL SECURITY WITHHOLDIN | 915.81 |
| SOCIAL SECURITY WITHHOLDIN | 73.30 |
| SOCIAL SECURITY WITHHOLDIN | 1,140.93 |
| SOCIAL SECURITY WITHHOLDIN | 5,116.46 |
| SOCIAL SECURITY WITHHOLDIN | 28.52 |
| MEDICARE WITHHOLINGS | 991.64 |
| MEDICARE WITHHOLINGS | 6.09 |
| MEDICARE WITHHOLINGS | 12.12 |
| MEDICARE WITHHOLINGS | 151.21 |
| MEDICARE WITHHOLINGS | 214.18 |
| MEDICARE WITHHOLINGS | 17.14 |
| MEDICARE WITHHOLINGS | 266.83 |
| MEDICARE WITHHOLINGS | 1,196.62 |
| MEDICARE WITHHOLINGS | 6.67 |
| REFUND OF DEPOSIT - MH | 100.00 |
| REFUND OF DEPOSIT - MH | 100.00 |
| REFUND OF DEPOSIT - MH | 100.00 |
| REFUND OF DEPOSIT MH | 70.00 |
| REFUND OF DEPOSIT MH | 100.00 |
| REFUND OF RENT MH | 70.00 |
| REFUND OF DEPT - AUDIT | 100.00 |
| REFUND OF DEPT - AUDIT | 100.00 |
| REFUND OF RENT - AUDITORIU | 40.00 |
| REFUND OF DEPT - MH | 100.00 |
| REFUND OF RENT - AUDITORIU | 50.00 |
| REFUND OF RENT - AUDITORIU | 50.00 |
| REFUND OF RENT - MH | 50.00 |
| REFUND OF RENT - MH | 70.00 |
| REFUND OF RENT - MH | 100.00 |
| REFUND OF RENT - MH | 70.00 |
| REFUND OF RENT - MH | 75.00 |
| REFUND OF RENT - MH | 70.00 |
| GOLF MEMBERSHIP | 54.76 |
| GOLF MEMBERSHIP | 54.76 |
| TOTAL: | 73,385.18 |


| ASHLEY KOBE NOTARY BOND | 118.00 |
| :--- | ---: |
| CITY UTILITIY BILLS | 3.26 |
| CITY UTILITIY BILLS | 684.43 |
| COBRA FIRING SYSTEM | $2,841.70$ |
| CHILI COOKOFF AWARDS | 27.84 |
| SANTA SUIT \& ELF COSTUME | 344.91 |
| CUSTOM STAMPS | 17.98 |
| BATTERIES | 47.76 |
| WHILE YOUR OUT PADS \& STAP | 31.85 |
| MOBILE LAPTOP HARNESS \& DE | 91.98 |
| TRAINING/CONFERENCE TRAINI | 8.95 |
| KEYBOARD |  |

HANAYA LLC
KANSAS STATE TREASURER
KANSAS GAS SERVICE
LEAGUE OF KS MUNICIPALITIES

NEKLS
WAL-MART COMMUNITY BRC

PAT'S SIGNS

QUILL CORPORATION

| MISCELLANEOUS | MOON, SAMANTHA |
| :---: | :---: |
|  | KATHY MASTALSZ |
|  | TOM BREWER |
|  | CHAUNCEY EWBANK |
|  | GREGORY BRANSON |
| ACE PEST CONTRO | L LLC GARY COOPER |
| USA BLUE BOOK |  |
| NPG NEWSPAPERS | INC |
| PITNEY BOWES IN |  |
| TALLEY, DEBBIE |  |
| BRADLEY AIR CON | DITIONING \& HEATING |
| COOLEY, CHRIST | INE |
| KANSAS SECRETAR | Y OF STATE |
| LEGACY CONTRACT | ORS LLC |
| VERIZON WIRELES |  |

ZINGRE AND ASSOCIATES PA WASTE MANAGEMENT

SHI INTERNATIONAL CORP

PALACE HARDWARE
KWIKOM COMMUNICATIONS

VANTAGEPOINT TRANSFER

CENTURYLINK

CENTURYLINK

| KEYBOARDS IT | 45.00 |
| :---: | :---: |
| IT HARDWARE APPLE POWER | 27.99 |
| Keyboard it | 49.98 |
| ECONOMIC Development grant | 8,200.00 |
| temp note Series 2020-1 | 30.30 |
| GAS SERVICE | 1,135.37 |
| CITY MANAGER - CONFERENCE | 44.00 |
| MAYOR CONFERENCE | 99.00 |
| USB FLASH DRIVES | 180.00 |
| CHRISTMAS TREES | 58.00 |
| CHILI COMP SUPPLIES | 60.79 |
| REINDEER RIDE STICKERS | 35.00 |
| GREETING CARDS \& ENVELOPES | 182.00 |
| SPRAYER 3PK | 20.86 |
| Storage boxes | 50.98 |
| BLK TONER, MESH CHAIR, BOX | 117.33 |
| BLK TONER, MESH CHAIR, BOX | 27.37 |
| BLK TONER, MESH CHAIR, BOX | 1.94 |
| W2'S \& EnVELOPES | 49.76 |
| SCISSORS \& TAPE DISPENSERS | 16.46 |
| APT BOOK, CALENDAR, DESKPA | 23.89 |
| APT BOOK, CALENDAR, DESKPA | 14.31 |
| COPY PAPER, RED PENS | 17.34 |
| TAB HANGING FOLDER $1 / 5$ | 16.24 |
| PLANNER | 8.20 |
| mileage, Supplies - Gov vi | 51.34 |
| KATHY MASTALSZ:REFUND | 277.00 |
| TOM BREWER: REFUND | 277.00 |
| Chauncey ewbank: Refund | 277.00 |
| GREGORY BRANSON:MACOS BOOK | 195.67 |
| PEST COntrol | 105.00 |
| HAND SANITIZER FREIGHT | 16.06 |
| TRASH ADVERTISEMENT | 698.00 |
| LeGAL AdVERTISEMENTS | 118.66 |
| LegAl hearing, ADV, ORD, M | 595.96 |
| POSTAGE METER LEASE | 199.00 |
| december 2020 mH CUSTODIAN | 375.00 |
| ECONOMIC DEVELOPMENT GRANT | 10,000.00 |
| ECONOMIC DEVELOPMENT GRANT | 8,200.00 |
| NOTARY BOND - KOBE | 25.00 |
| KIOSK REMODEL | 21,420.00 |
| CELL Phone/Internet | 61.47 |
| CELL Phone/INTERNET | 41.50 |
| MEMORIAL HALL Renovation | 1,284.50 |
| REFUSE | 17.80 |
| Lenovo thinkbook | 963.07 |
| vdA LICENSE WIN10 | 1,486.40 |
| OFFICE PRO 2019 | 4,679.28 |
| S01-0BR15-00I - Q20-86003 | 4.98 |
| INTERNET/PHONE | 1,306.82 |
| InTERNET/PHONE | 1,306.82 |
| ICMA | 18.75 |
| ICMA | 18.75 |
| LONG DIStance | 16.77 |
| Long distance | 22.23 |
| telephone Services | 51.74 |


| FUND | VENDOR NAME |
| :---: | :---: |
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|  |  |
|  |  |
|  | RICOH USA, INC. |
|  | RICOH USA, INC. |
|  | RICOH USA, INC. |
|  |  |
|  | PETTY CASH |
|  |  |
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|  |  |
|  | REDISHRED KANSAS INC. |
|  | WETZLER, RICHARD S |
|  | EVERGY |
|  | LIPPERT MECHANICAL SERVICE CORP |
|  | LOREDO, DULCE M |
|  | OVERCAT PRODUCTS, LLC. |
|  | SUNFLOWER SUBSTANCE ABUSE RECOVERY SER |
|  | COMMUNITY SENIOR SERVICE CENTER, INC. |
|  | **PAYROLL EXPENSES |

general operating lang chevrolet buick gmc inc BREWER'S AUTOMOTIVE REPAIR INC FIRST OPTION BANK

FAMILY CENTER FARM \& HOME MIAMI LUMBER INC. OSAWATOMIE PET CLINIC RURAL WATER DIST. \#1

TRI-COUNTY ICE CO INC QUILL CORPORATION

SECURITY 1ST TITLE LLC
WEX BANK
verizon wireless
PALACE HARDWARE

KWIKOM COMMUNICATIONS

VANTAGEPOINT TRANSFER

EVERGY

| DESCRIPTION | AMOUNT |
| :---: | :---: |
| LONG DISTANCE | 16.77 |
| PHONE SERVICE | 55.40 |
| CORRECTION | 16.77- |
| COPIES - CITY HALL UPSTAIR | 49.40 |
| COPIER LEASE | 260.47 |
| COPIER LEASE | 5.66 |
| COPIER LEASE | 128.31 |
| DEEDS RECORDED | 65.00- |
| DEEDS RECORDED | 53.00 |
| POSTAGE | 0.55 |
| DEEDS RECORDED | 21.00 |
| DEEDS RECORDED | 21.00 |
| BANK FEES | 5.30 |
| BANK FEES | 5.16 |
| POSTAGE | 1.30 |
| BANK FEES | 4.89 |
| BANK FEES | 5.30 |
| POSTAGE - KIOSK | 26.35 |
| DEEDS RECORDED | 21.00 |
| SHREDDING SERVICE | 60.00 |
| CITY ATTORNEY - NOV 2020 | 1,048.22 |
| ELECTRIC BILLS | 18.14 |
| BOILER SYSTEM START UP | 1,913.03 |
| ECONOMIC DEVELOPMENT GRANT | 8,200.00 |
| ECONOMIC DEVELOPMENT GRANT | 10,000.00 |
| ECONOMIC DEVELOPMENT GRANT | 10,000.00 |
| COMMERICAL FREEZER | 5,232.00 |
| 0/00/0000-99/99/9999 | 911,895.86 |
| TOTAL: | 1,017,835.24 |


| BALANCED WHEELS | 40.00 |
| :--- | ---: | ---: |
| TIRES, $2 \quad 20 / 70 R 15$ | 191.25 |
| MECHANICAL PENCILS | 9.69 |

MISC 1099S 58.97
WEB SITE HOSTING 24.98
PHONE CASE FOR CODES 24.37
POUND PLUMBING REPAIR PART 12.44
IMPACT TORX, DECK SCREWS, 422.29
EXAM, VACINATIONS 158.50
WATER SERVICES 17.00
WATER SERVICES 33.13
CAR WASH TOKENS 20.00
APT BOOK, CALENDAR, DESKPA 39.82
APT BOOK, CALENDAR, DESKPA 4.77
TITLE REPORT - 831 PACIFIC 225.00
FUEL 135.79
CELL PHONE/INTERNET 163.02
POSTAGE 136.67
POSTAGE 44.99
INTERNET/PHONE 73.18
INTERNET/PHONE 73.18
ICMA 40.00
ICMA 37.33
ELECTRIC BILLS 365.67

| FUND | VENDOR NAME |
| :--- | :--- |
|  | $\star *$ PAYROLL EXPENSES |


| DESCRIPTION | AMOUNT_ |
| :---: | :---: |
| $0 / 00 / 0000-99 / 99 / 9999$ | $247,454.87 \_$ |
| TOTAL: | $249,806.91$ |

GENERAL OPERATING BREWER'S AUTOMOTIVE REPAIR INC

CITY OF OSAWATOMIE NAVRAT'S OFFICE PRODUCTS INC O'REILLY AUTO PARTS

FIRST OPTION BANK

FAMILY CENTER FARM \& HOME KANSAS GAS SERVICE TRI-COUNTY ICE CO INC SUDDENLINK COMMUNICATIONS MISCELLANEOUS HOWELL, ERIC WILLIAM BRADSHAW ACE PEST CONTROL LLC GARY COOPER REJIS COMMISSION

DONNA \& VIOLA'S SHIRTS \& ETC.
K \& M TIRES
WEX BANK
verizon wireless
WASTE MANAGEMENT
PALACE HARDWARE
KASPER AUTO PARTS

| OIL CHANGE, LUBE \& FILTER | 30.33 |
| :---: | :---: |
| TIRE REPAIR | 12.88 |
| CITY UTILITIY BILLS | 766.04 |
| PAPER | 199.50 |
| OIL PRessure SW | 14.35 |
| ANTIFREEZE, GL WIPER FLD, | 52.54 |
| HANDSET FOR PD | 52.41 |
| TRAINING/CONFERENCE TRAINI | 348.05 |
| PD CALLS | 0.15 |
| KEYBOARDS | 49.98 |
| WATER | 8.85 |
| PAPER TOWELS | 10.00 |
| ZIP LOG BAGS | 5.00 |
| taser extended performance | 169.90 |
| OPen Cuff case | 25.44 |
| VACUUM CLEANER \& PAPER PLA | 255.76 |
| MOUSE, KEYBOARD, PRINTER P | 94.86 |
| HOTEL STAY - POLSTER | 71.64 |
| BATTERIES | 25.56 |
| 32 GB SD CARDS | 29.12 |
| BAttery back up For apc | 17.99 |
| CAMERA EQUIPMENT SECUR CAM | 7.77 |
| HEADLIGHT BULBS | 76.77 |
| POLICE RADAR | 995.00 |
| hose, Clamp, nut driver, o | 55.49 |
| TASER TARGET | 225.00 |
| BIT SET 1/16-3/8 | 14.99 |
| GAS SERVICE | 43.63 |
| CAR WASH TOKENS | 30.00 |
| CABLE SERVICES | 14.86 |
| HALLOWEEN CANDY | 42.67 |
| WILLIAM BRADSHAW:SEC CAMER | 80.00 |
| Pest control | 80.00 |
| Leweb Sub, REJIS ACCESS | 36.85 |
| Leweb Sub, REJIS ACCESS | 125.00 |
| Leweb Suscription \& ACCESS | 36.85 |
| Leweb SuScription \& ACCESS | 125.00 |
| ALBRIGHT - Shirts | 10.00 |
| FIREHAWK GT PURSUIT | 471.76 |
| FUEL | 873.66 |
| CELL Phone/Internet | 80.08 |
| REFUSE | 19.71 |
| KEY | 1.99 |
| SYN-OIL | 30.98 |
| HUB BEARING, SWAY BAR, GAS | 280.07 |
| CV AXLE, BEARING, BuShing | 333.63 |
| BALL JOINT - FRONT | 87.32 |
| CONTROL ARM \& BATTERY TERM | $79.40-$ |
| EXHAUST SPRING BOLT KIT | 17.28 |
| TIRE PRESSURE SENSORS | 83.84 |
| REDI-SENSOR 433.92 | 41.92 |
| REDI SENSOR 433.92 | 41.92 |
| Serpentine belt | 30.70 |


| VENDOR NAME | DESCRIPTION | AMOUNT_ |
| :---: | :---: | :---: |
| VANTAGEPOINT TRANSFER | ICMA | 31.25 |
|  | ICMA | 31.25 |
| CENTURYLINK | LONG DISTANCE | 16.77 |
|  | LONG DISTANCE | 22.23 |
| CENTURYLINK | TELEPHONE SERVICES | 67.95 |
|  | LONG DISTANCE | 16.77 |
|  | PHONE SERVICE | 67.95 |
|  | CORRECTION | 16.77- |
| RICOH USA, INC. | COPIES - PD | 134.95 |
|  | COPIES - POLICE | 114.29 |
| RICOH USA, INC. | COPIER LEASE | 214.43 |
| PETTY CASH | POSTAGE - WATER | 11.25 |
|  | POLICE - WATER | 7.50 |
|  | POLICE - DISINFECTANT SPRA | 5.00 |
|  | POLICE - COFFEE \& WATER | 28.25 |
|  | POLICE - BATTERIES | 18.00 |
|  | POLICE - WATER | 11.80 |
| FAMILY CONCEPTS, LTD. | CHILDRENS GUIDE - SWENSON | 299.00 |
| AUTOZONE STORE 1632 | CONTROL ARMS | 109.98 |
| **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 1,825,241.70 |
|  | TOTAL: | 1,832,989.24 |
| CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 127.12 |
| KANSAS GAS SERVICE | GAS SERVICE | 303.28 |
| ACE PEST CONTROL LLC GARY COOPER | PEST CONTROL | 45.00 |
| KWIKOM COMMUNICATIONS | INTERNET/PHONE | 105.00 |
|  | INTERNET/PHONE | 105.00 |
| **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 63,252.40_ |
|  | TOTAL: | 63,937.80 |
| BREWER'S AUTOMOTIVE REPAIR INC | MT-35 | 114.95 |
| CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 4.85 |
|  | CITY UTILITIY BILLS | 141.67 |
|  | CITY UTILITIY BILLS | 1.61 |
|  | CITY UTILITIY BILLS | 601.33 |
| COLEMAN EQUIPMENT INC. | BUCKET TEETH PINS | 118.08 |
|  | FILTERS, SEOARATOR, SUCTIO | 278.39 |
|  | COUPLING - F/M FLUSH FACE | 145.39 |
| O'REILLY AUTO PARTS | SPARK PLUG | 12.19 |
| FIRST OPTION BANK | METAL WHOLE SAW | 27.00 |
|  | METAL WHOLE SAW | 81.00 |
| FAMILY CENTER FARM \& HOME | COUPLINGS, SML ENG PARTS | 12.08 |
| KANSAS GAS SERVICE | GAS SERVICE | 306.25 |
| NATIONAL SIGN COMPANY INC | ST NAME SIGNS, ROAD WORK, | 590.00 |
| AMERICAN EQUIPMENT CO. | KIT SEAL \& ANGLE CYL | 90.00 |
| TRI-COUNTY ICE CO INC | CAR WASH TOKENS | 64.00 |
| OIL PATCH PUMP \& SUPPLY INC | PLUG STD BLK SOLID | 2.00 |
| QUILL CORPORATION | APT BOOK, CALENDAR, DESKPA | 9.54 |
| WESTFALL GMC TRUCK INC | LAMP | 181.27 |
|  | W - S ROD | 299.26 |
| LOGAN CONTRACTORS SUPPLY INC | 3.5 GAL SPRAYER W/VITON | 114.95 |
| LONG TERRY | OPENERS \& LABOR | 1,777.00 |
| WEX BANK | FUEL | 335.03 |
| TOMO DRUG TESTING | DOT LAB TESTING | 74.50 |
| WASTE MANAGEMENT | REFUSE | 69.67 |
| PALACE HARDWARE | POSTAGE - PACKAGE EXPRESS | 19.64 |


| FUND | VENDOR NAME |
| :---: | :---: |
|  | KWIKOM COMMUNICATIONS |
|  | MFA OIL COMPANY |
|  | KASPER AUTO PARTS |
|  | PETTY CASH |
|  | **PAYROLL EXPENSES |
| GENERAL OPERATING | FIRST OPTION BANK |
| GENERAL OPERATING | CITY OF OSAWATOMIE |
|  | FIRST OPTION BANK |
|  | HANAYA LLC |
|  | KANSAS CITY WILBERT SI FUNERAL SERVIC |
|  | FAMILY CENTER FARM \& HOME |
|  | RURAL WATER DIST. \#1 |
|  | TRI-COUNTY ICE CO INC |
|  | AUTEN PHARMACY |
|  | CHAMPION BRANDS LLC |
|  | QUILL CORPORATION |
|  | BOWES AUTOMOTIVE PRODUCTS |
|  | LONG TERRY |
|  | APPLIED MAINTENANCE SUPPLIES |
|  | ROMANS OUTDOOR POWER |
|  | WEX BANK |
|  | WASTE MANAGEMENT |
|  | PALACE HARDWARE |
|  | KWIKOM COMMUNICATIONS |
|  | MFA OIL COMPANY |
|  | KASPER AUTO PARTS |


| DESCRIPTION | AMOUNT |
| :---: | :---: |
| INTERNET/PHONE | 30.00 |
| INTERNET/PHONE | 30.00 |
| FUEL | 427.67 |
| FILTERS, SEPARATOR | 343.24 |
| ALTERNATOR | 182.26 |
| IGNITION COIL \& SPARK PLUG | 63.53 |
| AIR FILTER | 76.58 |
| SWAY BAR BUSHING | 18.29 |
| HYDRAULIC HOSE, HOSE FITTI | 161.28 |
| HEX CREW, SHRINK TUBE, BAT | 200.13 |
| AIR FILTER | 45.95 |
| DRIVERS LICENSE RENEWAL | 26.00 |
| CDL BOOKS | 4.00 |
| 0/00/0000-99/99/9999 | 257,268.06 |
| TOTAL: | 264,348.64 |
| PHONE PROJECTOR FOR CITY C | 14.24 |
| TOTAL: | 14.24 |
| CITY UTILITIY BILLS | 4.85 |
| CITY UTILITIY BILLS | 141.67 |
| CITY UTILITIY BILLS | 46.30 |
| DUST MOPS 24" - 36" | 95.00 |
| DUST MOP HANDLES | 57.66 |
| CLOROX, RENUZIT, BOWL BRUS | 9.25 |
| ROSEBERRY SERVICE | 42.00 |
| GRAVE OPENINGS | 2,155.00 |
| BALL VALUE 1/2 FIP FULL PO | 6.99 |
| TORDON FORAGE HERBICIDE | 47.97 |
| WATER SERVICES | 16.92 |
| CAR WASH TOKENS | 10.00 |
| TECNU CI POISEN OIL REMOVE | 16.16 |
| CARB CLEAN, PENETRANT, OIL | 511.04 |
| APT BOOK, CALENDAR, DESKPA | 9.54 |
| 5,8,10 IMPACT | 175.50 |
| OPENERS \& LABOR | 1,777.00 |
| BUTT CONNECTOR TERMINALS | 99.59 |
| ASSY FIL, OIL, CARTRIDGE | 275.88 |
| SCREW, OIL | 25.33 |
| FUEL | 269.35 |
| LOAD TO DUMP | 17.52 |
| REFUSE | 69.68 |
| CARBIDE TIPPED BLADE | 9.99 |
| 9V BATTERIES | 8.78 |
| INTERNET/PHONE | 30.00 |
| INTERNET/PHONE | 30.00 |
| FUEL | 159.50 |
| TRAILER SIGNAL LENS | 2.56 |
| MOWERS, PROPERTY | 140.28 |
| CONNECTOR, LAMP GROMMET, B | 48.64 |
| LAMP, GROMMET, PLUG | 32.95 |
| TERMINAL BOLT | 8.97 |
| SHRINK TUBING, SOLDER PELL | 39.36 |
| SOLDER PELLETS | 8.90 |
| PRIMARY WIRE | 7.63 |
| WIPER BLADES | 121.80 |


| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  | TIE ROD ENDS - OUTER | 463.14 |
|  |  |  | BRAKE PADS \& ROTORS | 251.89 |
|  |  | EVERGY | ELECTRIC BILLS | 18.14 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 422,936.99 |
|  |  |  | TOTAL: | 430,199.72 |
| FIRE | GENERAL OPERATING | BREWER'S AUTOMOTIVE REPAIR INC | REPAIR TIRE | 12.88 |
|  |  |  | INTERSTATE BATTERY | 127.95 |
|  |  | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 449.95 |
|  |  | O'REILLY AUTO PARTS | ALTERNATOR | 203.80 |
|  |  |  | ALTERNATOR \& CORE RETURN | 203.80- |
|  |  | FIRST OPTION BANK | BASE \& HANDSET FOR FIRE DE | 104.82 |
|  |  |  | RETIREMENT GIFT \& FIRE DEP | 448.51 |
|  |  |  | ADDITIONAL USER FIRE DEPT | 9.64 |
|  |  |  | LITHIUM BATTERIES | 73.80 |
|  |  | KANSAS GAS SERVICE | GAS SERVICE | 410.23 |
|  |  | ACE PEST CONTROL LLC GARY COOPER | PEST CONTROL | 62.50 |
|  |  | WEX BANK | FUEL | 109.69 |
|  |  | WASTE MANAGEMENT | REFUSE | 278.71 |
|  |  | KWIKOM COMMUNICATIONS | INTERNET/PHONE | 95.00 |
|  |  |  | INTERNET/PHONE | 95.00 |
|  |  | KASPER AUTO PARTS | HANDLE | 19.59 |
|  |  |  | REMAN ALTERNATOR \& CORE DE | 170.74 |
|  |  | VANTAGEPOINT TRANSFER | ICMA | 9.41 |
|  |  | PETTY CASH | WATER FOR FIRE DEPARTMENT | 81.94 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 126,969.20 |
|  |  |  | TOTAL: | 129,529.56 |
| MUNICIPAL COURT | GENERAL OPERATING | KANSAS STATE TREASURER | NOVEMBER 2020 COURT REVENU | 705.00 |
|  |  | LEAGUE OF KS MUNICIPALITIES | UPOC, STO CODES, ORDIANCES | 506.08 |
|  |  | MIAMI COUNTY SHERIFF'S DEPT | OCTOBER 2020 PRISONER CARE | 1,701.61 |
|  |  |  | NOVEMBER 2020 PRISONER CAR | 760.00 |
|  |  | NICHOLSON DASENBROCK \& HARTLEY LC | COURT APPOINTED COUNCIL | 1,500.00 |
|  |  | LAW OFFICE OF SHEILA M.SCHULTZ | MUNICIPAL COURT - DECEMB 2 | 2,060.00 |
|  |  | VALENTINE, ROBIN L | MUNICIPAL COURT NOV 2020 | 931.00 |
|  |  | WETZLER, RICHARD S | CITY PROSECUTOR - NOV 2020 | 1,350.00 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 87,022.77_ |
|  |  |  | TOTAL: | 96,536.46 |
| LEVEES \& STORMWATER | GENERAL OPERATING | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 7.72 |
|  |  | FIRST OPTION BANK | BRACKET | 24.75 |
|  |  | MFA OIL COMPANY | FUEL | 56.92 |
|  |  | SCHNEIDER GEOSPATIAL | FLINT HILLS FEMA MAP UPDAT | 187.50 |
|  |  |  | TOTAL: | 276.89 |
| LIBRARY | GENERAL OPERATING | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 297.91 |
|  |  | NAVRAT'S OFFICE PRODUCTS INC | IMPRINTED ENVELOPES | 97.95 |
|  |  | FIRST OPTION BANK | DVD SERIES | 117.00 |
|  |  |  | ADULT CRAFT SUPPLIES | 24.00 |
|  |  |  | PINNACLE STUDIO 24 ULTIMAT | 90.58 |
|  |  |  | WRECK IT RALPH - DVD | 14.99 |
|  |  |  | DVDS | 20.99 |
|  |  |  | BOOKS | 66.07 |
|  |  |  | COMPUTER HEADPHONES | 38.97 |
|  |  |  | PAINT PENS ADULT CRAFTS | 37.98 |
|  |  |  | DVDS | 26.99 |

AMOUNT
KANSAS GAS SERVICE
BAKER \& TAYLOR
WAL-MART COMMUNITY BRC
PAT'S SIGNS
ACE PEST CONTROL LLC GARY COOPER
WASTE MANAGEMENT
MIDWEST TAPE
KWIKOM COMMUNICATIONS
CENTURYLINK
ROMERO, AURORAH
**PAYROLL EXPENSES
CITY OF OSAWATOMIE
KANSAS DEPT OF REVENUE
GUARDIAN
humana insurance co.

KANSAS PAYMENT CENTER

KPERS

EFTPS

| TOUCH COOKIE BOOK | 13.59 |
| :--- | ---: |
| VINYL WALL DECALS | 40.75 |
| COMPUTER CABLE | 7.89 |
| GAS SERVICE | 205.97 |
| BOOKS | 255.45 |
| BOOKS | 90.78 |
| BOOKS | 87.10 |
| TOOTHBRUSH, LEGAL PAD, CUP | 21.84 |
| LAMINATE SHEETS \& PROTECTO | 32.32 |
| YARD SIGN STAKES | 16.00 |
| PEST CONTROL | 45.00 |
| REFUSE | 61.68 |
| DIGITAL MEDIA | 100.72 |
| INTERNET/PHONE | 135.00 |
| INTERNET/PHONE | 145.00 |
| TELEPHONE SERVICES | 50.00 |
| PHONE SERVICE | 50.00 |
| LIBRARY JANITOR SERVICES | 60.00 |
| LIBRARY JANITOR | 60.00 |
| 0/00/0000 - 99/99/9999 | $220,995.59-$ |
|  | TOTAL: |


| FLEX SPENDING CARDS | 68.81 |
| :--- | ---: |
| FLEX SPENDING CARDS | 69.89 |
| KS WITHHOLDINGS | 295.15 |
| KS WITHHOLDINGS | 258.29 |
| INSURANCE PAYABLE | 32.02 |
| INSURANCE PAYABLE | 31.89 |
| CRITICAL ILL INS PAYABLE | 23.00 |
| CRITICAL ILL INS PAYABLE | 22.08 |
| DISABILITY INSURANCE | 31.04 |
| DISABILITY INSURANCE | 30.08 |
| DENTAL INSURANCE | 39.34 |
| DENTAL INSURANCE | 36.82 |
| EMPLOYEE LIFE INSURANCE | 37.42 |
| EMPLOYEE LIFE INSURANCE | 36.76 |
| VISION INSURANCE | 6.97 |
| VISION INSURANCE | 6.49 |
| MEDICAL INSURANCE | 273.62 |
| MEDICAL INSURANCE | 227.64 |
| MEDICAL INSURANCE | 193.75 |
| MEDICAL INSURANCE | 192.34 |
| MEDICAL INSURANCE | 140.16 |
| MEDICAL INSURANCE | 147.47 |
| CHILD SUPPORT | 32.32 |
| CHILD SUPPORT | 26.26 |
| KPERS 2 | 277.21 |
| KPERS 2 | 250.35 |
| KPERS | 220.64 |
| KPERS | 204.78 |
| FEDERAL WITHHOLDINGS | 654.91 |
| FEDERAL WITHHOLDINGS | 562.97 |
| SOCIAL SECURITY WITHHOLDIN | 476.93 |
| SOCIAL SECURITY WITHHOLDIN | 432.61 |
| MEDICARE WITHHOLINGS | 111.54 |
| MEDICARE WITHHOLINGS | 101.16 |
|  |  |


| WATER ADMINISTRATION | WATER | FIRST OPTION BANK | ADDITIONAL USE ALGO SIP HO | 5.49 |
| :---: | :---: | :---: | :---: | :---: |
|  |  | MISCELLANEOUS CENTURYLINK | CENTURYLINK: DAMAGE REPAIR | 1,699.53 |
|  |  | WASTE MANAGEMENT | REFUSE | 69.68 |
|  |  | POSTALOCITY.COM | POSTAGE | 900.00 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 7,446.94 |
|  |  |  | TOTAL: | 10,121.64 |
| WATER TREATMENT | WATER | ALEXANDER PUMP \& SERVICES INC | RIVER PUMP\#2 | 11,180.00 |
|  |  | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 3,754.95 |
|  |  |  | CITY UTILITIY BILLS | 89.97 |
|  |  | TRI-COUNTY ICE CO INC | CAR WASH TOKENS | 76.00 |
|  |  | QUILL CORPORATION | APT BOOK, CALENDAR, DESKPA | 4.77 |
|  |  | USA BLUE BOOK | AMMONIA POWDER. STOP WATCH | 311.53 |
|  |  |  | HACH DR300 AMMONIA NITROGE | 485.36 |
|  |  | HAWKINS INC | AQUA HAWK347 | 689.47 |
|  |  |  | FUEL SURCHARGE | 12.50 |
|  |  |  | AQUA HAWK 457 | 3,039.50 |
|  |  |  | AZONE 15 | 1,221.00 |
|  |  | VERIZON WIRELESS | CELL PHONE/INTERNET | 41.50 |
|  |  | WASTE MANAGEMENT | REFUSE | 35.49 |
|  |  | KWIKOM COMMUNICATIONS | INTERNET/PHONE | 47.50 |
|  |  |  | INTERNET/PHONE | 47.50 |
|  |  | KPERS | KPERS 2 | 247.94 |
|  |  |  | KPERS 2 | 191.08 |
|  |  |  | KPERS AFTER | 12.92 |
|  |  |  | KPERS AFTER | 9.04 |
|  |  |  | KPERS | 96.05 |
|  |  |  | KPERS | 98.26 |
|  |  | EFTPS | SOCIAL SECURITY WITHHOLDIN | 208.50 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 169.92 |
|  |  |  | MEDICARE WITHHOLINGS | 48.75 |
|  |  |  | MEDICARE WITHHOLINGS | 39.74 |
|  |  | PETTY CASH | POSTAGE | 27.60 |
|  |  |  | POSTAGE - WATER REPORT | 6.60 |
|  |  |  | POWER PLANT - DISTILLED WA | 22.00 |
|  |  | CCL SUPPLY, LLC | DISINFECTANT \& DEODORIZOR | 96.14 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 183,084.94 |
|  |  |  | TOTAL: | 205,396.52 |
| WATER DISTRIBUTION | WATER | CARTER WATERS | UP-SIDE DOWN PAINT, FLUOR | 145.02 |
|  |  |  | PAINT, FLOUR BLUE | 68.18 |
|  |  | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 4.85 |
|  |  |  | CITY UTILITIY BILLS | 51.72 |
|  |  | FIRST OPTION BANK | ADDITIONAL USER JAMES ARMS | 52.41 |
|  |  |  | PIZZA FOR WATER LEAK | 34.93 |
|  |  |  | BRACKET | 52.41 |
|  |  | FAMILY CENTER FARM \& HOME | CUTTER, SCREWDRIVER, BLADE | 71.49 |
|  |  |  | PAINTR TOUCH 2X GRAY | 3.69 |
|  |  |  | STRIPPING, FOAM SEALANT | 27.97 |
|  |  |  | GLOVE-M DEERSKIN | 29.99 |
|  |  | SMITTYS LAWN \& GARDEN EQUIP | IMPELER, SEAL, ORING, PLAT | 90.52 |
|  |  |  | CAP FILIER | 9.44 |
|  |  | KANSAS ONE CALL SYSTEM INC | LOCATES | 13.60 |
|  |  | KINCAID READY MIX | FLOWABLE FILL, CONCRETE | 437.50 |


| FUND | VENDOR NAME |
| :---: | :---: |
|  | WEX BANK |
|  | CORE \& MAIN LP |
|  | KWIKOM COMMUNICATIONS |
|  | MID-STATES MATERIALS LLC MFA OIL COMPANY KPERS |
|  | EFTPS |
|  | SCHNEIDER GEOSPATIAL <br> **PAYROLL EXPENSES |
| ELECTRIC | CITY OF OSAWATOMIE |
|  | KANSAS DEPT OF REVENUE |
|  | MISCELLANEOUS DAMAGE CONTROL \& RES |
|  | MAYBRIER, JOHN |
|  | AREVALO, JOSE |
|  | TLC REAL ESTATE |
|  | BLACKSTONE, JESSICA |
|  | GADWOOD, JAMES |
|  | GUARDIAN |

HUMANA INSURANCE CO.

| CONCRETE - FLOWABLE FILL | 568.75 |
| :--- | ---: |
| FUEL | 193.68 |
| HYMAX GRIP CPLG | 848.66 |
| 4X3 4CC SADDLE EPOXY W/304 | 786.00 |
| HOLESAW, BIT, SCREW | 643.17 |
| SADDLE EPOXY REP CLP | $1,122.40$ |
| RM TAPMATE BASE MACHINE | $1,667.02$ |
| INTERNET/PHONE | 30.00 |
| INTERNET/PHONE | 30.00 |
| ROCK 3/4 WASHED | 978.22 |
| FUEL | 147.25 |
| KPERS 2 | 196.06 |
| KPERS 2 | 209.92 |
| KPERS | 257.35 |
| KPERS | 229.73 |
| SOCIAL SECURITY WITHHOLDIN | 268.45 |
| SOCIAL SECURITY WITHHOLDIN | 262.71 |
| SOCIAL SECURITY WITHHOLDIN | 7.13 |
| MEDICARE WITHHOLINGS | 62.78 |
| MEDICARE WITHHOLINGS | 61.45 |
| MEDICARE WITHHOLINGS | 1.67 |
| ELECTRIC, WATER, SEWER, AG | 62.50 |
| 0/00/0000 - 99/99/9999 | $243,314.91-$ |
|  | $253,043.53$ |


| FLEX SPENDING CARDS | 29.58 |
| :---: | :---: |
| FLEX SPENDING CARDS | 29.58 |
| KS WITHHOLDINGS | 473.53 |
| KS WITHHOLDINGS | 479.60 |
| 01-005000-02 | 92.80 |
| 01-030700-19 | 81.00 |
| 01-057900-03 | 207.38 |
| 01-103100-06 | 133.13 |
| 01-241000-29 | 26.15 |
| 01-249200-03 | 87.75 |
| INSURANCE PAYABLE | 69.41 |
| INSURANCE PAYABLE | 65.18 |
| CRITICAL ILL INS PAYABLE | 9.77 |
| CRITICAL ILL INS PAYABLE | 9.77 |
| DENTAL INSURANCE | 72.29 |
| DENTAL INSURANCE | 69.46 |
| EMPLOYEE LIFE INSURANCE | 26.31 |
| EMPLOYEE LIFE INSURANCE | 26.31 |
| VISION INSURANCE | 13.57 |
| VISION INSURANCE | 13.02 |
| MEDICAL INSURANCE | 678.42 |
| MEDICAL INSURANCE | 644.52 |
| MEDICAL INSURANCE | 141.05 |
| MEDICAL INSURANCE | 141.05 |
| MEDICAL INSURANCE | 77.03 |
| MEDICAL INSURANCE | 77.03 |
| KPERS 2 | 307.84 |
| KPERS 2 | 279.38 |
| KPERS | 416.96 |
| KPERS | 444.28 |
| ICMA | 180.00 |


| 22-2021 01:10 PM |  | C O U N C I L R | PAGE | 12 |
| :---: | :---: | :---: | :---: | :---: |
| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT_ |
|  |  |  | ICMA | 153.04 |
|  |  | EFTPS | FEDERAL WITHHOLDINGS | 868.55 |
|  |  |  | FEDERAL WITHHOLDINGS | 940.45 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 684.72 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 685.68 |
|  |  |  | MEDICARE WITHHOLINGS | 160.13 |
|  |  |  | MEDICARE WITHHOLINGS | 160.38 |
|  |  |  | TOTAL: | 9,056.10 |
| ELECTRIC ADMINISTRATIO | ELECTRIC | FIRST OPTION BANK | DYMO LABEL \& TONER CART | 61.02 |
|  |  | KANSAS DEPT OF REVENUE | COMP USE | 299.30 |
|  |  |  | CITY | 2,585.99 |
|  |  |  | COUNTY | 3,103.18 |
|  |  |  | StATE | 3,550.66 |
|  |  |  | PREPAID | 1,111.16 |
|  |  |  | COMP USE SALES TAX | 427.70 |
|  |  | TOMO DRUG TESTING | DOT LAB TESTING | 104.50 |
|  |  | POSTALOCITY.COM | POSTAGE | 2,600.00 |
|  |  | PRIORITY POWER | ENGERGY CONSULTING | 1,000.00 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 11,561.96 |
|  |  |  | TOTAL: | 26,405.47 |
| ELECTRIC PRODUCTION | ELECTRIC | KMEA | EMP1 - NOVEMBER 2020 | 16,661.15 |
|  |  |  | EMP1 - NOVEMBER 2020 | 1,726.16 |
|  |  |  | GRDA POWER SUPPLOY - DEC 2 | 72,696.21 |
|  |  |  | SPA HYRDO PROJECT | 2,134.55 |
|  |  |  | WAPA HYRDO NOV 2020 | 6,791.39 |
|  |  | KANSAS GAS SERVICE | GAS SERVICE | 41.01 |
|  |  |  | GAS SERVICE | 2,142.92 |
|  |  | AT\&T | RTU'S | 222.67 |
|  |  | CENTURYLINK | RTU'S | 236.56 |
|  |  | WEX BANK | FUEL | 56.34 |
|  |  | VERIZON WIRELESS | CELL PHONE/INTERNET | 41.50 |
|  |  | WASTE MANAGEMENT | REFUSE | 69.68 |
|  |  |  | REFUSE | 35.49 |
|  |  | KWIKOM COMMUNICATIONS | INTERNET/PHONE | 47.50 |
|  |  |  | INTERNET/PHONE | 47.50 |
|  |  | KPERS | KPERS 2 | 228.31 |
|  |  |  | KPERS 2 | 191.03 |
|  |  |  | KPERS | 96.05 |
|  |  |  | KPERS | 88.65 |
|  |  | EFTPS | SOCIAL SECURITY WITHHOLDIN | 190.99 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 162.20 |
|  |  |  | MEDICARE WITHHOLINGS | 44.67 |
|  |  |  | MEDICARE WITHHOLINGS | 37.93 |
|  |  | EVERGY | ELECTRIC BILLS | 26.61 |
|  |  |  | ELECTRIC BILLS | 27.52 |
|  |  | POWERTECH, LLC | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 2,400.00 |
|  |  |  | GEN CALL OUT - REPAIR | 1,200.00 |
|  |  |  | GEN CALL OUT - REPAIR | 1,723.30 |


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| :---: | :---: | :---: | :---: | :---: |
| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT_ |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 164,654.85 |
|  |  |  | TOTAL: | 286,022.74 |
| ELECTRIC DISTRIBUTION | ELECTRIC | BREWER'S AUTOMOTIVE REPAIR INC | MTP-78 DT INTERSTATE BATTE | 141.95 |
|  |  | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 184.32 |
|  |  |  | CITY UTILITIY BILLS | 51.72 |
|  |  | SOLOMAN CORPORATION | TRANSFORMER KVA/ELECTRIC | 940.63- |
|  |  |  | OIL FILLED TRANSFORMERS | 1,344.88 |
|  |  | FAMILY CENTER FARM \& HOME | CLOTHESLINE, ROPE | 20.98 |
|  |  |  | NIPPLE, WEATHERPROOF COVER | 17.95 |
|  |  |  | TOMCAT MOUSE GLUE BOARD | 17.96 |
|  |  | WAL-MART COMMUNITY BRC | CLEAR ROPE | 20.94 |
|  |  | KANSAS CITY FREIGHTLINER SALES INC | KIT - SURGE | 195.89 |
|  |  | PROTECTIVE EQUIP. TESTING LAB. | RUBBER GLOVES, SLEEVES | 255.95 |
|  |  |  | RUBBER GLOVES, SLEEVES, YE | 165.92 |
|  |  | KANSAS ONE CALL SYSTEM INC | LOCATES | 13.60 |
|  |  | APPLIED MAINTENANCE SUPPLIES | BATTERY AA \& AAA | 70.01 |
|  |  | GERKEN RENT-ALL INC | WOOD CHIPPER 6" RENTAL | 648.00 |
|  |  | WEX BANK | FUEL | 369.70 |
|  |  | ANIXTER INC | INSULATOR 5/8, SPOOL, POLY | 685.64 |
|  |  |  | LINE POST STUD, POLE TOP, | 270.00 |
|  |  |  | LINE STUD, POLE TOP, PE CO | 59.50 |
|  |  | KWIKOM COMMUNICATIONS | INTERNET/PHONE | 5.00 |
|  |  |  | INTERNET/PHONE | 5.00 |
|  |  | MFA OIL COMPANY | FUEL | 136.78 |
|  |  | KASPER AUTO PARTS | V-RIBBED BELT | $60.05-$ |
|  |  |  | Antifreeze | 107.94 |
|  |  | KPERS | KPERS 2 | 264.76 |
|  |  |  | KPERS 2 | 256.39 |
|  |  |  | KPERS | 571.77 |
|  |  |  | KPERS | 622.94 |
|  |  | VANTAGEPOINT TRANSFER | ICMA | 45.00 |
|  |  |  | ICMA | 38.26 |
|  |  | EFTPS | SOCIAL SECURITY WITHHOLDIN | 493.72 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 523.47 |
|  |  |  | MEDICARE WITHHOLINGS | 115.47 |
|  |  |  | MEDICARE WITHHOLINGS | 122.43 |
|  |  | SCHNEIDER GEOSPATIAL | ELECTRIC, WATER, SEWER, AG | 187.50 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 499,301.06 |
|  |  |  | TOTAL: | 506,331.72 |
| NON-DEPARTMENTAL | SEWER | CITY OF OSAWATOMIE | FLEX SPENDING CARDS | 20.26 |
|  |  |  | FLEX SPENDING CARDS | 24.55 |
|  |  | KANSAS DEPT OF REVENUE | KS WITHHOLDINGS | 174.16 |
|  |  |  | KS WITHHOLDINGS | 159.87 |
|  |  | GUARDIAN | INSURANCE PAYABLE | 19.74 |
|  |  |  | INSURANCE PAYABLE | 18.54 |
|  |  |  | CRITICAL ILL INS PAYABLE | 5.57 |
|  |  |  | CRITICAL ILL INS PAYABLE | 5.13 |
|  |  |  | DISABILITY INSURANCE | 5.29 |
|  |  |  | DISABILITY INSURANCE | 4.79 |
|  |  |  | DENTAL INSURANCE | 17.79 |
|  |  |  | DENTAL INSURANCE | 15.37 |
|  |  |  | EMPLOYEE LIFE INSURANCE | 6.89 |
|  |  |  | EMPLOYEE LIFE INSURANCE | 6.51 |
|  |  |  | VISION INSURANCE | 3.63 |


| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  | VISION INSURANCE | 3.12 |
|  |  | HUMANA INSURANCE CO. | MEDICAL INSURANCE | 107.67 |
|  |  |  | MEDICAL INSURANCE | 73.70 |
|  |  |  | MEDICAL INSURANCE | 24.04 |
|  |  |  | MEDICAL INSURANCE | 24.51 |
|  |  |  | MEDICAL INSURANCE | 164.16 |
|  |  |  | MEDICAL INSURANCE | 156.85 |
|  |  | KANSAS PAYMENT CENTER | CHILD SUPPORT | 13.23 |
|  |  |  | CHILD SUPPORT | 9.96 |
|  |  | KPERS | KPERS 2 | 55.22 |
|  |  |  | KPERS 2 | 55.75 |
|  |  |  | KPERS | 208.22 |
|  |  |  | KPERS | 188.69 |
|  |  | EFTPS | FEDERAL WITHHOLDINGS | 407.81 |
|  |  |  | FEDERAL WITHHOLDINGS | 373.16 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 250.08 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 232.94 |
|  |  |  | MEDICARE WITHHOLINGS | 58.47 |
|  |  |  | MEDICARE WITHHOLINGS | 54.48 |
|  |  |  | TOTAL: | 2,950.15 |
| SEWER ADMINISTRATION | SEWER | KANSAS ONE CALL SYSTEM INC | LOCATES | 13.60 |
|  |  | KWIKOM COMMUNICATIONS | INTERNET/PHONE | 90.00 |
|  |  |  | INTERNET/PHONE | 90.00 |
|  |  | KPERS | KPERS 2 | 88.44 |
|  |  |  | KPERS 2 | 89.30 |
|  |  |  | KPERS | 333.47 |
|  |  |  | KPERS | 302.22 |
|  |  | EFTPS | SOCIAL SECURITY WITHHOLDIN | 250.06 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 232.96 |
|  |  |  | SOCIAL SECURITY WITHHOLDIN | 7.13 |
|  |  |  | MEDICARE WITHHOLINGS | 58.49 |
|  |  |  | MEDICARE WITHHOLINGS | 54.46 |
|  |  |  | MEDICARE WITHHOLINGS | 1.66 |
|  |  | POSTALOCITY.COM | POSTAGE | 500.00 |
|  |  | SCHNEIDER GEOSPATIAL | ELECTRIC, WATER, SEWER, AG | 62.50 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 238,419.10 |
|  |  |  | TOTAL: | 240,593.39 |
|  |  |  |  |  |
| WWTP OPERATIONS | SEWER | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 348.18 |
|  |  | RED BUD SUPPLY INC | SHEILD - DISP GLOVES | 365.62 |
|  |  | USA BLUE BOOK | HAND SANITIZER FREIGHT | 16.05 |
|  |  |  | WIPES, BUFFER, ELECTRODE S | 263.49 |
|  |  | HAWKINS INC | AQUA HAWK 1124 | 1,082.84 |
|  |  | WEX BANK | FUEL | 115.69 |
|  |  | TG TECHNICAL SERVICES | GAS DETECTORS CALIBRATED | 225.00 |
|  |  | WASTE MANAGEMENT | SLUDGE HAUL OFF | 1,387.81 |
|  |  |  | REFUSE | 70.98 |
|  |  |  | SLUDGE HAUL OFF | 1,408.71 |
|  |  |  | SLUDGE HAUL OFF | 1,465.68 |
|  |  |  | TOTAL: | 6,750.05 |
|  |  |  |  |  |
| SEWER COLLECTION | SEWER | CARTER WATERS | UP-SIDE DOWN PAINT, FLUOR | 145.02 |
|  |  | CITY OF OSAWATOMIE | CITY UTILITIY BILLS | 4.84 |
|  |  |  | CITY UTILITIY BILLS | 51.72 |
|  |  |  | CITY UTILITIY BILLS | 290.46 |


| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
|  |  | FAMILY CENTER FARM \& HOME | BIT INSERTS | 9.56 |
|  |  | MIAMI LUMBER INC. | STEEL DOOR, LEVER, JAMB BO | 288.99 |
|  |  |  | COMPOSITE SHIMS | 6.26 |
|  |  | USA BLUE BOOK | LATEX GLOVES | 305.54 |
|  |  | LLOYD HAROLD | AIR MIXER | 3,120.00 |
|  |  |  | SHIPPING \& INSTALL | 440.00 |
|  |  |  | TOTAL: | 4,662.39 |
| LIBRARY | LIBRARY | FIRST OPTION BANK | CASE \& PROJECTOR | 222.98 |
|  |  |  | HEAT PRESS MACHINE | 194.98 |
| FIRE | RURAL FIRE | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 86,695.35 |
|  |  |  | TOTAL: | 87,113.31 |
| NON-DEPARTMENTAL | INDUSTRIAL PROMOTI | ALLENBRAND-DREWS \& ASSOC., INC |  | 2,850.00 |
|  |  | SECURITY 1ST TITLE LLC | LOT 22 BLOCK 23 - COMMERIC | 500.00 |
|  |  |  | LOT 23 BLOCK 23 (COMMERICA |  |
|  |  |  | TOTAL: | 3,850.00 |
| PARKS \& CEMETERIES | SPECIAL PARK \& REC | ZINGRE AND ASSOCIATES PA | TRAILWAY STATION PROPOSALS | 1,090.25 |
|  |  |  | TOTAL: | 1,090.25 |
| STREET AND ALLEYS | STREET IMPROVEMENT | KILLOUGH CONSTRUCTION INC | PLANT MIX - CONCRETE | 1,347.50 |
|  |  |  | PLANT MIX - CONCRETE | 766.00 |
|  |  |  | PLANT MIX | 521.50 |
|  |  |  | PLANT MIX | 267.50 |
|  |  | SCOTWOOD INDUSTRIES INC | MAG CHLORIDE | 2,942.76 |
|  |  | MID-STATES MATERIALS LLC | ROCK AB-3 | 791.58 |
|  |  | CRAFCO INC | POLYFLEX TYPE 2 | 1,125.00 |
|  |  |  | TOTAL: | 7,761.84 |
| NON-DEPARTMENTAL | TOURISM | KANSAS DEPT OF REVENUE | JAMBOREE - SALE OF POSTERS | 3.39 |
|  |  | PETTY CASH | REFUND OF DEPOSIT OLD STON | 100.00 |
|  |  |  | TOTAL: | 103.39 |
| CABIN | TOURISM | CHISAM, WANDA | OLD STONE CHURCH CLEANING | 800.00 |
|  |  | KANSAS GAS SERVICE | GAS SERVICE | 34.92 |
|  |  | QUILL CORPORATION | APT BOOK, CALENDAR, DESKPA | 4.77 |
|  |  | NPG NEWSPAPERS INC | WORD FROM THE BIRD | 250.00 |
|  |  | BRADLEY AIR CONDITIONING \& HEATING | DIAGNOSED \& REPAIRED HEATE | 100.00 |
|  |  | WINGERT SIGN COMPANY LLC | BILLBOARD SIGN RENTAL | 500.00 |
|  |  |  | TOTAL: | 1,689.69 |
| NON-DEPARTMENTAL | GOLF COURSE | CITY OF OSAWATOMIE | FLEX SPENDING CARDS | 30.00 |
|  |  |  | FLEX SPENDING CARDS | 30.00 |
|  |  | KANSAS DEPT OF REVENUE | KS WITHHOLDINGS | 87.65 |
|  |  |  | KS WITHHOLDINGS | 97.12 |
|  |  | GUARDIAN | DENTAL INSURANCE | 22.45 |
|  |  |  | DENTAL INSURANCE | 22.45 |
|  |  |  | EMPLOYEE LIFE INSURANCE | 40.23 |
|  |  |  | EMPLOYEE LIFE INSURANCE | 40.23 |
|  |  |  | VISION INSURANCE | 2.37 |
|  |  |  | VISION INSURANCE | 2.37 |
|  |  | HUMANA INSURANCE CO. | MEDICAL INSURANCE | 217.19 |
|  |  |  | MEDICAL INSURANCE | 217.19 |
|  |  | KPERS | KPERS | 121.99 |
|  |  |  | KPERS | 124.39 |


| COURSE OPERATIONS | GOLF COURSE | FIRST OPTION BANK | GLOVES | 126.78 |
| :---: | :---: | :---: | :---: | :---: |
|  |  | RURAL WATER DIST. \#1 | WATER SERVICES | 16.92 |
|  |  |  | WATER SERVICES | 671.32 |
|  |  | VAN WALL EQUIPMENT | BUSHING, SOLENOID, RING | 151.99 |
|  |  | ACE PEST CONTROL LLC GARY COOPER | PEST CONTROL | 62.50 |
|  |  | REINDERS INC | EMERALD FUNGICIDE | 210.70 |
|  |  | GREATLIFE WARSAW LLC | DECEMBER 2020 - CONSULTING | 416.00 |
|  |  | EVERGY | ELECTRIC BILLS | 18.14 |
|  |  |  | ELECTRIC BILLS | 374.12 |
|  |  |  | ELECTRIC BILLS | 133.99 |
|  |  |  | ELECTRIC BILLS | 234.51 |
|  |  |  | ELECTRIC BILLS | 228.68 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 239,988.96 |
|  |  |  | TOTAL: | 242,634.61 |
| CLUB HOUSE | GOLF COURSE | FIRST OPTION BANK | ICEBAG | 27.72 |
|  |  |  | GLOVES | 126.79 |
|  |  |  | WATER | 6.00 |
|  |  | KANSAS DEPT OF REVENUE | GOLF SALES TAX | 78.11 |
|  |  |  | GOLF SALES TAX | 93.74 |
|  |  |  | GOLF SALES TAX | 406.19 |
|  |  | WAL-MART COMMUNITY BRC | FOOD | 43.59 |
|  |  | QUILL CORPORATION | BLK TONER, MESH CHAIR, BOX | 73.91 |
|  |  | CRAWFORD SALES COMPANY | BEER | 126.75 |
|  |  |  | BEER | 217.70 |
|  |  | DISH NETWORK | CABLE - DISH SERVICES | 124.04 |
|  |  | WASTE MANAGEMENT | REFUSE | 112.56 |
|  |  | HEARTLAND COCA COLA BOTTLING COMPANY | CORE SPA, DR PEP, SPRITE, | 211.57 |
|  |  | CENTURYLINK | TELEPHONE SERVICES | 112.44 |
|  |  |  | PHONE SERVICE | 112.44 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 13,428.00_ |
|  |  |  | TOTAL: | 15,301.55 |
| SEWER ADMINISTRATION | CIP - SEWER | BG CONSULTANTS INC | WWTP IMPROVEMENT PLANS | 936.00 |
|  |  |  | TOTAL: | 936.00 |
| NON-DEPARTMENTAL | EMPLOYEE BENEFITS | GUARDIAN | DENTAL \& VISION INSURANCE | 274.96 |
|  |  |  | DENTAL \& VISION INSURANCE | 274.97 |
|  |  |  | DENTAL INSURANCE | 799.98 |
|  |  |  | DENTAL INSURANCE | 799.98 |
|  |  |  | VISION INSURANCE | 160.22 |
|  |  |  | VISION INSURANCE | 160.22 |
|  |  | HUMANA INSURANCE CO. | HEALTH INSURANCE | 2,575.19 |
|  |  |  | MEDICAL INSURANCE | 3,817.67 |
|  |  |  | MEDICAL INSURANCE | 3,817.67 |
|  |  |  | MEDICAL INSURANCE | 4,343.93 |
|  |  |  | MEDICAL INSURANCE | 4,343.93 |
|  |  |  | MEDICAL INSURANCE | 4,485.25 |



| *** | *** INVALID FUND *** | 2,537,693.45 |
| :---: | :---: | :---: |
| 01 | GENERAL OPERATING | 4,382,167.99 |
| 02 | WATER | $474,114.40$ |
| 03 | ELECTRIC | 827,816.03 |
| 04 | SEWER | 254,955.98 |
| 06 | LIBRARY | 417.96 |
| 08 | RURAL FIRE | 86,695.35 |
| 09 | INDUSTRIAL PROMOTION | 3,850.00 |
| 11 | SPECIAL PARK \& RECREATION | 1,090.25 |
| 12 | STREET IMPROVEMENTS | 7,761.84 |
| 13 | TOURISM | 1,793.08 |
| 18 | GOLF COURSE | 259,713.55 |
| 24 | CIP - SEWER | 936.00 |
| 31 | EMPLOYEE BENEFITS | 65,243.06 |
| 57 | FIRE INSURANCE PROCEEDS | 27,144.12 |
|  | GRAND TOTAL: | 8,931,393.06 |

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01-22-2021 01:10 PM
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SELECTION OPTIONS

```
SELECTION OPTIONS
\begin{tabular}{ll} 
VENDOR SET: & \(01-O S A W A T O M I E ~ K S\) \\
VENDOR: & All \\
CLASSIFICATION: & All \\
BANK CODE: & All \\
ITEM DATE: & \(0 / 00 / 0000\) \\
ITEM AMOUNT: & \(99,999,999.00 C R ~ T H R U ~ 99,999,999.00 ~\) \\
GL POST DATE: & \(12 / 01 / 2020\) THRU \(12 / 31 / 2020\) \\
CHECK DATE: & \(12 / 01 / 2020\) THRU \(12 / 31 / 2020\)
\end{tabular}
PAYROLL SELECTION
PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 0/00/0000 THRU 99/99/9999
PRINT OPTIONS
\begin{tabular}{ll} 
PRINT DATE: & None \\
SEQUENCE: & By Department \\
DESCRIPTION: & Distribution \\
GL ACCTS: & NO \\
REPORT TITLE: & C O U N C I L \\
SIGNATURE LINES: & 0
\end{tabular}
PACKET OPTIONS
INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO
```

DEPARTMENT
NON-DEPARTMENTAL

CODES ENFORCEMENT


PARKS \& CEMETERIES

| FUND | VENDOR NAME | DESCRIPTION | AMOUNT_ |
| :---: | :---: | :---: | :---: |
| INVALID | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 2,537,693.45_ |
|  |  | TOTAL: | 2,537,693.45 |
| GEneral operating | QUILL CORPORATION | tissue - kleenex | 23.38 |
|  | NPG NEWSPAPERS INC | TRASH, CHRISTMAS, VISITOR | 1,733.00 |
|  |  | VISITOR GUide | 695.00- |
|  |  | Legal adv | 123.03 |
|  | BRADLEY AIR CONDITIONING \& HEATING | CHECK OUT IT UNIT - NO ISS | 100.00 |
|  | WETZLER, RICHARD S | DEC $20-\mathrm{CITY}$ Attorney | 1,161.22 |
|  | WESTERN CONSULTANTS | CDBG-CV ADMINISTRATION | 7,500.00 |
|  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 911,895.86 |
|  |  | total: | 921,841.49 |
| GENERAL OPERATING | O'REILLY AUTO PARTS | HUB ASSEMBLYS | 325.49 |
|  |  | WIPER MOTOR \& CORE CHARGE | 159.87 |
|  |  | CORE REtURN | 30.00- |
|  | KASPER AUTO PARTS | WHEEL NUT, BOLT, BEARING, | 483.10 |
|  |  | WHEEL NUT | 59.22 |
|  |  | HUB BEARING ASSEMBLY RV AT | $386.14-$ |
|  |  | WIPER SWITCH | 190.08 |
|  | CCL SUPPLY, LLC | LINERS FOR DOG POUND | 120.85 |
|  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 247,454.87 |
|  |  | TOTAL: | 248,377.34 |
| GEneral operating | BREWER'S AUTOMOTIVE REPAIR INC | FOUR WHEEL ALIGNMENT | 82.35 |
|  | FAMILY CENTER FARM \& Home | battery alkaline \& ICE MEL | 34.96 |
|  | QUILL CORPORATION | dymo tape labels | 13.69 |
|  | Language line services | Interpretation | 27.36 |
|  |  | interpretation | 19.54 |
|  |  | Interpretation | 5.85 |
|  |  | LANGUAGE LINE SERVICES | $7.80-$ |
|  |  | Interpretation | 11.70 |
|  | AXON ENTERPRISE InC | BODY CAMERAS | 8,421.29 |
|  | CENTRAL LAKE ARMOR EXPRESS, InC. | BODY ARMOR | 4,626.50 |
|  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 1,825,241.70 |
| GENERAL OPERATING | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 63,252.40 |
|  |  | TOTAL: | 1,901,729.54 |
| GENERAL OPERATING | COLEMAN EQUIPMENT INC. | INSPECTION, EQUIP LABOR | 312.82 |
|  | KASPER AUTO PARTS | ADAPTERS | 191.43 |
|  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 257,268.06 |
|  |  | total: | 257,772.31 |
| GENERAL OPERATING | OFFICE PROducts alliance | MATER. \& LABOR REPLACE CAB | 17.30 |
|  |  | MAter. \& LAbOR REPLACE CAB | 131.13 |
|  |  | total: | 148.43 |
| GENERAL OPERATING | HANAYA LLC | C Stuteville service plant | 40.00 |
|  | KANSAS CITY WILbert SI Funeral servic | GRAVE OPEnINGS | 2,600.00 |
|  | FAMILY CENTER FARM \& HoME | BOILER DRAIN $1 / 2$ \& $3 / 4$ | 9.68 |
|  |  | PARTS FOR POLE SAW | 128.92 |
|  |  | NUTS, BOLTS, PARTS, HARDWA | 87.37 |
|  |  | POLE SAW PART Return | $33.06-$ |
|  | Champion brands lic | diesel flo - hy tran | 675.38 |
|  | QUILL CORPORATION | COFFEE \& CLOROX | 11.10 |
|  | $R \& J$ trucking | TRUCKING DIRT | 240.00 |



MUNICIPAL COURT

LIBRARY

| FUND | VENDOR NAME |
| :--- | :--- |
|  |  |
|  |  |
|  |  |
|  | $* *$ PASPAYROLL EXPENSES AUTO PARTS |


| GENERAL OPERATING | QUILL CORPORATION |
| :--- | :--- |
|  | CONRAD FIRE EQUIPMENT INC |

KWIKOM COMMUNICATIONS
KASPER AUTO PARTS
**PAYROLL EXPENSES
general operating valentine, Robin l
**PAYROLL EXPENSES

GENERAL OPERATING BAKER \& TAYLOR

NEKLS
NORTHEAST KS LIBRARY SYSTEM

MIDWEST TAPE
ROMERO, AURORAH
**PAYROLL EXPENSES

WATER
**PAYROLL EXPENSES

WATER

WATER

KANSAS ONE CALL SYSTEM INC
$R \& J$ TRUCKING
CORE \& MAIN LP

| DESCRIPTION | AMOUNT_ |
| :---: | :---: |
| CABIN AIR FILTER | 127.42 |
| NAPAGOLD AIR FILTERS | 146.84 |
| FUEL FILTER \& OIL FILTER | 115.52 |
| AIR FILTER HOUSING LID | 25.96 |
| SWAY BAR LINK | 53.54 |
| BRAKE PADS, ROTORS, FILTER | 144.37 |
| 0/00/0000-99/99/9999 | 422,936.99 |
| TOTAL: | 427,310.03 |
| COFFEE \& CLOROX | 83.12 |
| 5" STORZ X 5" NH F LH | 161.70- |
| PUMP LEAK REPAIRS | 65.63 |
| SWING OUT VALVE BODY SUITE | 130.18 |
| FIBER CONNECTION TO FIRE D | 3,059.54 |
| SERPENTINE BELT | 24.06 |
| POWER SERVICE DIESEL | 41.94 |
| 0/00/0000-99/99/9999 | 126,969.20_ |
| TOTAL: | 130,211.97 |
| DECEMBER 20 - MUNICIPAL CO | 847.50 |
| DEC 20 - CITY PROSECUTOR | 1,850.00 |
| 0/00/0000-99/99/9999 | 87,022.77_ |
| TOTAL: | 89,720.27 |
| BOOKS | 41.26 |
| B00KS | 9.69 |
| BARCODES | 30.78 |
| LENOVO LAPTOP \& MICRO OFFI | 805.00 |
| LENOVO LAPTOP \& MICRO OFFI | 49.00 |
| DIGITAL AUDIOBOOK, EBOOK, | 116.39 |
| LIBRARY CLEANING SERVICES | 60.00 |
| 0/00/0000-99/99/9999 | 220,995.59_ |
| TOTAL: | 222,107.71 |


| MATER. \& LABOR REPLACE CAB | 75.70 |
| :---: | ---: |
| MATER. \& LABOR REPLACE CAB | 573.87 |
| MATER. \& LABOR REPLACE CAB | 36.00 |
| MATER. \& LABOR REPLACE CAB | 260.00 |
| $0 / 00 / 0000-99 / 99 / 9999$ | $7,446.94-$ |
| TOTAL: | $8,392.51$ |


| GLASS MIXING CYLINDER | 98.15 |
| :--- | ---: |
| REPLACE T-STAT | 134.19 |
| ANALYTICAL SERVICES | 65.00 |
| AQUA HAWK \& AZONE | $5,119.63$ |
| REPAIR BROKEN SEAL HOUSING | 100.00 |
| PROGRAM ENGINEER SERVICE | $1,887.00$ |
| $0 / 00 / 0000-99 / 99 / 9999$ | $183,084.94-$ |
| TOTAL: | $190,488.91$ |


| LOCATES | 23.60 |
| :--- | ---: |
| TRUCKING ROCK 3/4 WASH | 472.75 |
| HYMAX CPLG | 530.00 |
| SRII REG 5/8 TRPL 6' 5/8 I | $1,798.98$ |
| FITTINGS \& CLAMPS | $2,869.02$ |
| HYMAX GRIP CPLG | $848.66-$ |


| DESCRIPTION | AMOUNT |
| :---: | :---: |
| 4X3/4CC SADDLE EPOXY | $786.00-$ |
| BLUE MARKING PAINT | 142.20 |
| AIR FILTER | 22.97 |
| 0/00/0000-99/99/9999 | 243,314.91 |
| TOTAL: | 247,539.77 |
| 2020 APPROPRIATION | 8,000.00 |
| COMP SALES TAX - DEC 2020 | 6.48 |
| ENERGY CONSULTING | 1,000.00 |
| 0/00/0000-99/99/9999 | 11,561.96 |
| TOTAL: | 20,568.44 |
| EMP1-OS-2020-12 | 16,704.85 |
| EMP1-OS-2020-12 | 27,989.91 |
| SPA HYDRO - NOV 20 | 2,465.81 |
| SPA HYRDO PROJECT - DEC 20 | 2,570.36 |
| HYDRO POWER - DEC 20 | 7,239.05 |
| GEN CALL OUT - REPAIR | 1,200.00 |
| PER QUOTE | 2,400.00 |
| PER QUOTE | 2,400.00 |
| PER QUOTE | 166.90 |
| ADDITIONAL HEATERS | 2,133.00 |
| ADDITIONAL HEATERS | 2,133.00 |
| GEN CALL OUT LABOR | 1,471.88 |
| 0/00/0000-99/99/9999 | 164,654.85 |
| TOTAL: | 233,529.61 |


| 4TH QTR UNEMPLOYMENT | 67.40 |
| :--- | ---: |
| LOCATES | 23.60 |
| WOOD CHIPPER 6" CAPACITY | 237.60 |
| ELECTRIC POLES | $12,794.00$ |
| POST STUD/POLE TOP | 205.00 |
| AUTO SPLICE 3/0-4/0 ACSR | 499.80 |
| $0 / 00 / 0000-99 / 99 / 9999$ | $499,301.06-$ |
| TOTAL: | $513,128.46$ |
| LOCATES | 23.60 |
| $0 / 00 / 0000-99 / 99 / 9999$ | $238,419.10-$ |


| 4TH QTR UNEMPLOYMENT | 12.96 |
| :---: | ---: |
| ANALYTICAL SERVICES | 55.00 |
| ANALYTICAL SERVICES | 395.00 |
| $0 / 00 / 0000-99 / 99 / 9999$ | $86,695.35-$ |
| TOTAL: | $87,158.31$ |
| 2020 PROPERTY TAXES - 1220 | $2,434.77$ |
| ABATEMENT - 620104 | $126.00-$ |
| 2017, 2018, 2019 BACK TAXE | $210.30-$ |


| PLANT MIX 12-22-20 | 137.50 |
| :--- | :--- |
| TRUCKING AB-3 | $651.30 \_$ |
|  | 788.80 |
| TOTAL: |  |
| VISTORS GUIDE | 695.00 |


| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT_ |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  | 2021 CALENDAR \& CHRISTMAS | 164.00 |
|  |  |  | TOTAL: | 859.00 |
| LIGHTS ON THE LAKE | TOURISM | ASCAP | 2020 MUSIC LICENSE | 363.00 |
|  |  |  | TOTAL: | 363.00 |
| COURSE OPERATIONS | GOLF COURSE | FAMILY CENTER FARM \& HOME | SREW FOR POLEBARN NEO | 8.69 |
|  |  | MFA OIL COMPANY | PROPANE | 379.04 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 239,988.96_ |
|  |  |  | TOTAL: | 240,376.69 |
| CLUB HOUSE | GOLF COURSE | KANSAS DEPT OF REVENUE | GOLF SALES TAX - DEC 2020 | 19.96 |
|  |  |  | GOLF SALES TAX - DEC 2020 | 23.95 |
|  |  |  | GOLF SALES TAX - DEC 2020 | 103.80 |
|  |  | **PAYROLL EXPENSES | 0/00/0000-99/99/9999 | 13,428.00 |
|  |  |  | TOTAL: | 13,575.71 |
| SEWER ADMINISTRATION | CIP - SEWER | ATTORNEY GENERALS OFFICE | GENERAL OBLIGATION TEMP NO | 135.00 |
|  |  | EHLERS | TEMP NOTE - GENERAL OB | 6,375.00 |
|  |  |  | TOTAL: | 6,510.00 |
| PARKS \& CEMETERIES | CIP - SPECIAL PROJ | ZINGRE AND ASSOCIATES PA | TRAIL IMPROVEMENTS | 297.50 |
|  |  |  | TRAIL IMPROVEMENTS | $770.00^{\text {_ }}$ |
|  |  |  | TOTAL: | 1,067.50 |
| NON-DEPARTMENTAL | EMPLOYEE BENEFITS | KANSAS EMPLOYMENT SECURITY FUN | 4TH QTR UNEMPLOYMENT | 632.43 |
|  |  |  | TOTAL: | 632.43 |
| POLICE | TECHNOLOGY FUND - | TYLER TECHNOLOGIES INC | BRAZO SERVER HOSTING | 357.00 |
|  |  |  | TOTAL: | 357.00 |


| *** | *** INVALID FUND *** | 2,537,693.45 |
| :---: | :---: | :---: |
| 01 | GENERAL OPERATING | 4,199,219.09 |
| 02 | WATER | 446,421.19 |
| 03 | ELECTRIC | 767,226.51 |
| 04 | SEWER | 238,905.66 |
| 08 | RURAL FIRE | 86,695.35 |
| 09 | INDUSTRIAL PROMOTION | 2,519.07 |
| 12 | STREET IMPROVEMENTS | 788.80 |
| 13 | TOURISM | 1,222.00 |
| 18 | GOLF COURSE | 253,952.40 |
| 24 | CIP - SEWER | 6,510.00 |
| 29 | CIP - SPECIAL PROJECTS | 1,067.50 |
| 31 | EMPLOYEE BENEFITS | 632.43 |
| 35 | TECHNOLOGY FUND - CIP | 357.00 |
|  | GRAND TOTAL: | 8,543,210.45 |

```
01-22-2021 02:09 PM
```

SELECTION OPTIONS

```
SELECTION OPTIONS
\begin{tabular}{ll} 
VENDOR SET: & 01-OSAWATOMIE KS \\
VENDOR: & All \\
CLASSIFICATION: & All \\
BANK CODE: & All \\
ITEM DATE: & \(0 / 00 / 0000\) \\
ITEM AMOUNT: & \(99,999,999.00 C R ~ T H R U ~ 99,999,999.00 ~\) \\
GL POST DATE: & \(12 / 01 / 2020\) THRU \(12 / 31 / 2020\) \\
CHECK DATE: & \(1 / 01 / 2021\) THRU \(1 / 31 / 2021\)
\end{tabular}
PAYROLL SELECTION
PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 0/00/0000 THRU 99/99/9999
PRINT OPTIONS
\begin{tabular}{ll} 
PRINT DATE: & None \\
SEQUENCE: & By Department \\
DESCRIPTION: & Distribution \\
GL ACCTS: & NO \\
REPORT TITLE: & C O UN C I L \(\quad\) R E P OR T 2020-12.2 \\
SIGNATURE LINES: & 0
\end{tabular}
PACKET OPTIONS
INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO
```


# Zingre and Associates, P.A 

1015 Scott Avenue<br>Fort Scott, Kansas 66701

| DATE | INVOICE NO. |
| :---: | :---: |
| $12 / 31 / 2020$ | 3710 |

BILL TO
City of Osawatomie
Mike Scanlon
439 Main Street
Osawatomie, KS 66064


Zingre and Associates, P.A
1015 Scott Avenue
Fort Scott, Kansas 66701

| DATE | INVOICE NO. |
| :---: | :---: |
| $12 / 31 / 2020$ | 3709 |

BILL TO
City of Osawatomie
Mike Scanion
439 Main Street
Osawatomie, KS 66064

| TERMS |  | PROJECT | PROJECT NUMBER |  | OTE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Due on receipt |  | 3.04 Memorial Hall Renovation | 0513.04 |  |  |
| ITEM | DATE | DESCRIPTION | HOURS/QTY | RATE | AMOUNT |
| Phase 1 | $12 / 4 / 2020$ | work on option 3 and make plans ready for Owner review | $4.25$ | 70.00 | 297.50 |
| Thank you for your business. |  |  |  |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :---: |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 8. 8 |  |
|  | Date: | January 28, 2021 |  |
| Building Official / Director of Community Development | From: | Ed Beaudry |  |

RE: Ordinance No. 3791 - Ordinance amending Chapter 2 of the City Code of the City of Osawatomie, Kansas amending existing Section 2-101 and adding a new section 2-105 to permit the keeping of certain fowl in the City of Osawatomie, Kansas.

RECOMMENDATION: That the City Council discuss and vote for or against the allowance of fowl within the city limits.

DETAILS: During the January $14^{\text {th }}$ City Council meeting, Council Members requested modifications and clarifications to the Ordinance. Those requests have been changed or modified.

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

# AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE OF THE CITY OF OSWATOMIE, KANSAS AMENDING EXISTING SECTION 2-101 AND ADDING A NEW SECTION 2-105 TO PERMIT THE KEEPING OF CERTAIN FOWL IN THE CITY OF OSAWATOMIE, KANSAS 

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

SECTION ONE: Section 2-101 of the City Code of the City of Osawatomie, Kansas is hereby amended to read as follows:

## 2-101. Definitions.

(I) "Fowl" means those animals in the zoological class aves, which can be generally defined as domestic birds commonly kept for the production of meat, eggs or feathers, which shall include, but not be limited to, chickens, ducks, geese, swans, turkeys, pigeons, pea fowl, guinea fowl, ostriches, emus, pheasant, quail, partridges, and grouse.

SECTION TWO: Article 1 of Chapter 2 of the City Code of the City of Osawatomie, Kansas is hereby amended by adding a new Section 2-105, to read as follows:

## 2-105 Exception; Fowl

The provisions of this article are not applicable to owners, keepers, or harborers of permitted fowl which may be maintained within the city limits, subject to the requirements of this section:
(a) Definitions.
(1) Permittee means a person to whom a permit has been issued by the city under this section.
(2) Chicken means an individual animal of the species gallus domesticus,
(3) Hen means the female.
(4) Rooster means a male.
(5) Drake means a male duck.
(6) "Fowl" means those animals in the zoological class aves, which can be generally defined as domestic birds commonly kept for the production of meat, eggs or feathers, which shall include, but not limited to, chickens, and ducks.
(b) Annual permit required. No person shall own, keep, or harbor a chicken within the
city limits without a permit issued pursuant to this section.
(c) Locations permitted. Only persons residing in zoning districts allowing for residential uses shall be eligible for a permit under this section. Anyone wanting to raise chickens in the city limits shall: First have a signed letter of approval from the property owner; Second, they shall have a signed approval letter from ALL properties with a common physical border. These approval letters can be acquired from the Codes Department located at City Hall. These approval letters will be valid for the calendar year and SHALL BE RENEWED ANNUALLY.
(1) Vacant lots shall not be utilized for accessory structures, to included coop's and or cages.
(d) Number allowed. A permittee shall not own, keep, or harbor more than five (5) hens, unless the permittee's dwelling is situated upon more than one (1) acre, in which case the permittee shall be allowed to own, keep, and harbor an additional five (5) hens for each full additional one (1) acre of property that is under the permittee's control and possession up to two (2) acres. No permittee shall be allowed to own, keep, or harbor more than fifteen (15) hens on any one parcel.

| $<1$ Acre | 5 Chickens |
| :--- | :--- |
| $1-2$ Acres | 10 Chickens |
| $2+$ Acres | 15 Chickens |

(e) Roosters prohibited. It shall be unlawful to own, keep, or harbor a rooster within the city limits. Ducks, geese, swans, turkeys, pigeons, pea fowl, guinea fowl, ostriches, emus and peacocks SHALL NOT BE PERMITTED. Per city code 2-116
(f) Setbacks. Coops and cages housing hens shall not be located within:
(1) Twenty-five (25) feet from the door or window of any dwelling or occupied structure other than the permittee's dwelling;
(2) Five (5) feet of a side or rear yard lot line;
(3) In a front yard; or
(4) Ten (10) feet of the permittee's principal dwelling.
(g) Enclosures. Per Osawatomie City Code 2-120, The coop shall be constructed in a similar style and building materials as the principal structure, and no part of such structure shall be located in the front yard setback. (NO GALVANIZED METAL ROOFING MATERIAL WILL BE ALLOWED). The coop shall be built to withstand all weather elements for the region. Hens shall
be provided with a covered, predator-proof coop or cage that is well ventilated and designed to be easily accessed for cleaning. The coop or cage shall allow at least two (2) square feet of space per hen. Any coop or cage exceeding 100 square feet in size shall be considered an accessory structure as defined in the Zoning Regulations and must meet all standards outlined therein. Hens shall have access to an outdoor enclosure (yard) that is adequately fenced to contain the birds on the permittee's property and to prevent predators from accessing the birds. All fowl must be kept in a fenced and secured area no larger than 625 square feet. ALL coop design plans shall be approved by the Chief Building Official before any construction may begin.
(h) Sanitation. The coop or cage, and the outdoor enclosure, must be kept in a sanitary condition and free from offensive odors. The coop or cage, and the outdoor enclosure, shall be cleaned at least once each week to prevent the accumulation of waste. If waste accumulates and a nuisance complaint is filed, the homeowner will get One warning to remedy the situation. One warning will be given per calendar year, if a Second complaint is received the permit will be nullified and the homeowner shall be required to rehome the fowl.
(i) Sale of Consumables ( eggs and/or meat). ALL poultry/meat products must be processed in a USDA or KDA inspected facility and labeled as such. Per KDA regulations if you have 50 or fewer hens and all sales are direct to consumers, you are exempt from all requirements for selling eggs.
(1) Slaughtering. No person shall engage in the outdoor slaughtering of chickens. The remnants from slaughtering shall be properly disposed of, in accordance with applicable laws.
(j) Animals at large. No fowl will be allowed to run free. All fowl shall have clipped wings as to not allow for flight.

Any person found guilty of animal at large as defined herein shall be fined as follows: \$30.00 for the first offense within a twelve (12) month period; $\$ 40.00$ for the second offense within a twelve (12) month period; $\$ 60.00$ for the third offense within a twelve (12) month period; and $\$ 100.00$ for the fourth and subsequent offense(s) within a twelve (12) month period. The Municipal Judge shall have no authority to suspend the fine or any portion thereof of fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees. The animal control officer, other City employee, or employees or custodians of an impoundment facility where such impounded is held shall not release an animal to an owner if the owner has failed to pay a fine or has failed to appear in municipal court for the adjudication of a violation of this section. Per city code 2-305 (e)
(k) Permit applications.
(1) Each applicant seeking to obtain a permit under this section shall apply for a permit in writing on such form as the Code Official may prescribe, and shall pay a non-refundable fee to the City according to our Fee Schedule. The initial permit fee shall be $\$ 250.00$. The annual renewal fee shall be $\$ 25.00$
(2) Each application for a permit shall be signed by the applicant, who shall be at least eighteen (18) years old, and who shall be in actual control or possession of the dwelling on the subject property. The application shall include or be accompanied by the following information:
(A) The name, address, telephone number, and date of birth of the applicant.
(B) A description of the location and size of the subject property.
(C) The number of hens the applicant proposes to keep on the subject property.
(D) A description and precise dimensions of the coop(s) or cage(s) and outdoor enclosure(s) to be maintained on the subject property, along with a description or depiction of the precise location(s) of these enclosures in relation to the property lines and adjacent properties.
(E) If the applicant proposes to keep hens in the yard of a multi-family dwelling, the applicant must include a signed statement from the owner(s) and all tenants of the multifamily dwelling, indicating their consent to the applicant's proposal for keeping hens on the premises.
(F) Such other information as is required by this chapter or reasonably required by the city to determine the applicant's eligibility and qualifications for a permit in accordance with the criteria, standards, and qualifications set forth in this section.
(I) Issuance or denial of permit.
(1) The City Clerk shall process each valid and administratively complete application for a permit within ten (10) business days.
(2) No permit shall be approved for any person ineligible pursuant to the provisions of this section.
(3) No permit shall be approved for any person who has been convicted, or who resides with any person in the subject property who has been convicted, of a crime related to maltreatment, mistreatment, neglect, or cruelty to any animal.

## (m) Duration of initial permit; renewal.

(1) Any permit issued pursuant to this article shall be for a term of the remainder of the calendar year in which the permit is issued. A permit may be renewed by making a timely payment of an annual renewal fee located in the Fee Schedule, to the city on or
before December $31^{\text {st }}$ of each calendar year. If the annual renewal fee is not made during the time provided herein, the permit shall expire on December $31^{\text {st }}$ and a new application shall be required.
(2) A permit issued under this section may be revoked or temporarily suspended by the City Manager or his/her designee for any of the following reasons:
(A) Violation of or failure to comply with any provision of this section, or any other provision in this code or applicable city ordinances; or
(B) Fraud, misrepresentation, or false statement contained in the application for the permit.
(n) Appeal. Any person aggrieved by the Codes Official's denial of an initial permit application, or a decision of the City Manager or his/her designee to suspend or revoke a permit, shall have the right to appeal such decision to the City Council within ten (10) days after the notice of the action or decision has been mailed to the applicant or the permittee, as applicable. An appeal to the City Council shall be taken by filing with the City Clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered by the City Council at the next regular meeting. The City Council may affirm, overrule, or modify the decision. Any person aggrieved by the City Council's decision on appeal may seek judicial review in a manner provided by law.
(o) Inspection. As a condition of the permit, the permittee agrees to the entry and inspection of any premises, building, enclosure, or other premises where the hens are kept or allowed to inhabit. Such inspection shall be conducted at reasonable times, with or without notice, by such city representatives designated by the city manager as being responsible for administration of this section.
(p) Transferability. A permit issued under this section shall not be assignable or transferable under any circumstances from one person to another person.
(q) Penalty. A violation of this section shall constitute a class $C$ violation. Any person who shall be convicted in municipal court of violating any provision of this section shall be punished by a fine of not more than $\$ 500.00$. Each day that a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate violation.

SECTION THREE: This ordinance shall take effect and be in force from and after its passage, approval, and publication in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 28th day of January 2021,
L. Mark Govea

Mayor
(SEAL)

## ATTEST:

Tammy Seamands
City Clerk


## ALLOWANCE OF FOWL ADJOINING PROPERTY AFFIDAVIT

To the City of Osawatomie:

My property ( $\qquad$ ) shares a common physical border with the property ( $\qquad$ ) in the City of Osawatomie, Kansas.

I APPROVE / DO NOT APPROVE of their petition to raise chickens on the property in question. (Circle One)
Disapproval of this petition dissolves their application and they will not be permitted to own, keep, or harbor fowl on said property.

The fowl owner shall comply with the City Ordinance 3791. If the owner/s do not comply, this affidavit will become null and void, and the fowl shall be removed at the owner's expense along with all buildings and fencing pertaining to the fowl.

The undersigned acknowledge this and understands that this affidavit is valid for the calendar year.

## APPLICATION FOR ANNUAL FOWL PERMIT

Name: $\qquad$
Mailing Address: $\qquad$
City: $\qquad$ State: $\qquad$ Zip: $\qquad$
Phone\#: $\qquad$
Email Address: $\qquad$
Description of the location and the size of the subject property: $\qquad$
$\qquad$
$\qquad$
$\qquad$
Total number of hens proposed to be kept on the property:
5 hens<1acre, 10 hens 1-2 acres, 15 hens 2+ acres MAXIMUM.
A description and precise dimensions of the coop or cage and the outdoor enclosure to be maintained on the property, along with a description or depiction of the precise location of the enclosure in relation to the property lines and adjacent properties: $\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

Do you have a signed approval letter from the property owner, and all physically adjoining property owners? $\qquad$
Initial processing fee $\$ 250.00$ $\qquad$
Annual renewal fee \$ 25.00 $\qquad$

Signature: $\qquad$ Date: $\qquad$


## L. Mark Govea, Mayor

## ALLOWANCE OF FOWL ON RENTAL PROPERTY AFFIDAVIT

$\qquad$ 2021

To the City of Osawatomie:

My property ( $\qquad$ ) is currently being occupied by (tenant) in the City of Osawatomie, Kansas.

I APPROVE / DO NOT APPROVE of their petition to raise chickens on the property in question. (Circle One)

Disapproval of this petition dissolves their application and they will not be permitted to own, keep, or harbor fowl on said property.

The fowl owner shall comply with the City Ordinance 3791. If the owner/s do not comply, this affidavit will become null and void, and the fowl shall be removed at the owner's expense along with all buildings and fencing pertaining to the fowl.

The undersigned acknowledge this and understands that this affidavit is valid for the calendar year.

Signature of Property Owner/s

## Date

|  |  |  |  |
| :--- | :--- | :--- | :---: |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 9.B |  |
|  | Date: | January 8, 2021 |  |
| City Manager | From: | Mike Scanlon |  |

RE: Resolution 839 - A Resolution accepting the City of Osawatomie's 2021 Work Plan.

RECOMMENDATION: Approve Resolution 839 a Resolution accepting the City of Osawatomie's 2021 Work Plan.

DETAILS: On an annual basis the City of Osawatomie develops a Work Plan that directs the work of the City Council, Staff and Community. This Work Plan is used to evaluate the performance of the City Manager on an annual basis and is made part of his annual review. This Work Plan also serves as an historical reference for future councils and staffs on the work that was contemplated and/or completed in any given year. It is the hope of staff that this development of work plan will continue for the decades to come and serve as both a reminder and motivator for future work that will span decades and generations.

The finalized work plan will be provided to the City Council on Monday, January $11^{\text {th }}$ for their review and contemplation. It's important to note if there are projects/issues that particular City Council members want addressed that have not been included in the Work Plan, that we add them to plan at the January 14, 2021 meeting.

## RESOLUTION NO. 839

## BY THE CITY OF OSAWATOMIE, KANSAS

## A RESOLUTION OF THE CITY COUNCIL OF OSAWATOMIE, KANSAS, ACCEPTING THE 2021 WORK PLAN.

WHEREAS, the City of Osawatomie provides many basic services that promote the health, safety, and welfare of the citizens of the community; and

WHEREAS, the City of Osawatomie believes that a necessary component in delivering these services is the development of a Work Plan that addresses the goals and aspirations of the community; and

WHEREAS, the City of Osawatomie believes that the annual Work Plan and Budget are companion documents that both direct the work to be done in the coming year and the funding for that work.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Osawatomie:
Section 1: That the City Council recommends adoption of the 2021 Work Plan for approval.
Section 2: That the City Council directs the City Manager to begin the implementation of the 2021 Work Plan.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 14th day of January, 2021, a majority voting in favor of.
L. Mark Govea, Mayor
(SEAL)
ATTEST:

Tammy Seamands, City Clerk

|  |  |  |  |
| :--- | :--- | :--- | :---: |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 9.A |  |
|  | Date: | January 28, 2021 |  |
| City Manager | From: | Mike Scanlon |  |

RE: RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AMENDING THE MUNICIPAL RECYCLING AND WASTE AGREEMENT BETWEEN WASTE MANAGEMENT OF KANSAS, INC. AND THE CITY OF OSAWATOMIE

RECOMMENDATION: That the City Council approve the RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AMENDING THE MUNICIPAL RECYCLING AND WASTE AGREEMENT BETWEEN WASTE MANAGEMENT OF KANSAS, INC. AND THE CITY OF OSAWATOMIE

DETAILS: Resolution 823 was approved on November $12^{\text {th }}, 2020$ which directed staff to perfect the agreement with Waste Management and for the Mayor to sign it.

Since, signing the agreement, we have had customers request an additional cart. We have discussed this issue with Waste Management and they have agreed to offer an additional 65-gallon or 96-gallon cart to customers for $\$ 10.00$ monthly. Waste Management will direct bill the customers for this charge.

| Related Statute / City Ordinances | Chapter XV, Article 5. Solid Waste. Resolutions 785, 794 and 823 |
| :--- | :--- |
| Line Item Code/Description | N/A |
| Available Budget: | N/A |

## RESOLUTION NO. 840

## A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AMENDING THE MUNICIPAL RECYCLING AND WASTE AGREEMENT BETWEEN WASTE MANAGEMENT OF KANSAS, INC. AND THE CITY OF OSAWATOMIE.

WHEREAS, the City of Osawatomie and Waste Management have recently renewed an agreement for solid waste and recycling services in Osawatomie; and

WHEREAS, in an effort to clarify the limitations and regulations for residential solid waste pickup under said renewed agreement;

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

SECTION ONE: The City of Osawatomie and Waste Management agree to amend the agreement to stipulate that a second solid waste cart ("trash can") may be rented by a residential occupant for a $\$ 10$ monthly fee, contracted and paid through Waste Management.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this $28^{\text {th }}$ day of January 2021, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.
L. Mark Govea, Mayor
(SEAL)
ATTEST:

Tammy Seamands, City Clerk

## AMENDMENT TO MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Amendment to the Municipal Recycling and Waste Agreement (the "Amendment") is entered into on January 20, 2021 by and between Waste Management of Kansas, Inc. ("WM") and City of Osawatomie Kansas ("City").

## Recitals

A. City and WM entered into a Municipal Recycling and Waste Agreement on or about 1/1/2021 (the "Agreement"); and
B. The City agrees to a price increase for additional Cart Rental; and

## Agreement

The parties agree to amend the Agreement in the following manner:

1) Exhibit B shall be revised to increase the monthly fee paid to WM for either an additional 65 gallon or an additional 96 gallon Cart Rental from $\$ 2.50$ monthly to $\$ 10.00$ monthly effective on $2 / 1 / 2021$.
2) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Waste Management of Kansas, Inc.

## City of Osawatomie, Kansas

By: By:
Name: $\qquad$ Name: $\qquad$
Title: $\qquad$ Title:

Date: $\qquad$ Date: $\qquad$

|  |  |  |  |
| :--- | :--- | :--- | :---: |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 9.B |  |
|  | Date: | January 28, 2021 |  |
| City Manager | From: | Mike Scanlon |  |

RE: Resolution 841 - A Resolution of the City of Osawatomie, Kansas Authorizing a Food Truck Program

RECOMMENDATION: That City Council approve Resolution 841, authorizing a food truck program

DETAILS: The City saw a great, community-wide, positive response to our pilot "Food Truck Wednesday" programming. We'd like to lean into that feedback and start exploring how we could expand the program to offer more food service days, incorporate more vendors (including local artisans and farmers!), and increase positive community engagement. Possible plans include a "mini market" when the Chamber's farmers market is in season, evening or weekend "block party" events with multiple trucks, etc. If you've ever been to the Crossroads in Kansas City and experienced their First Friday event, that's what we're looking to recreate!

| Related Statute / City Ordinances | Resolution 806 |
| :--- | :--- |
| Line Item Code/Description | N/A |
| Available Budget: | N/A |

## RESOLUTION NO. 841

## A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AUTHORIZING A FOOD TRUCK PROGRAM

WHEREAS, food trucks have proliferated in recent years due in large part to consumer demand;
WHEREAS, food vendors or proprietors have sought to operate food trucks in the City of Osawatomie;

WHEREAS, on October 22, 2020 the City Council was presented with "Food Truck Wednesday" survey results that showed an overwhelming response from the public to continue and/or add to the program.

WHEREAS, on behalf of such vendors and the industry as a whole seeking authorization for food truck vendors to open and operate on private property or at the designated area at $5^{\text {th }} \&$ Main on the Northeast side of the street with their service window facing the sidewalk;

WHEREAS, a majority of the current Council wishes to allow food trucks in the City of Osawatomie;

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

SECTION ONE: A food truck program in the City of Osawatomie can and will be established administratively, subject to adoption of this resolution

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this $28^{\text {th }}$ day of January 2021, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

> L. Mark Govea, Mayor
(SEAL)
ATTEST:

Tammy Seamands, City Clerk

|  |  |  |  |
| :--- | :--- | :--- | :---: |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 9.C |  |
|  | Date: | January 26, 2021 |  |
| City Manager | From: | Mike Scanlon |  |

RE: Charter Ordinance 19 - Exempting the City of Osawatomie, Kansas, from the provisions of K.S.A. 12-617 et seq. and providing substitute and additional provisions on the same subject relating to sewer improvements and the issuance of bonds for the purpose of paying for said improvements.

RECOMMENDATION: Approve Charter Ordinance 19 exempting the City of Osawatomie, Kansas, from the provisions of K.S.A. 12-617 et seq. and providing substitute and additional provisions on the same subject relating to sewer improvements and the issuance of bonds for the purpose of paying for said improvements.

DETAILS: As we look to put together the financing for the repairs to our Wastewater Treatment Plant (WWTP) we are requesting that the City Council give us the same authority that you find in the issuance of GO BONDS for other public purposes (streets, sidewalks, stormwater). This simplifies the issuance of debt and aligns it with other statutes we follow for GO Bonds. We believe a combination of GO Debt and Revenue Bond Debt could provide us the best financing alternatives. I will provide further details at the City Council meeting.
(Published in The Miami County Republic on February [3], 2021 and February [10], 2021)

## CHARTER ORDINANCE NO. 19


#### Abstract

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-617 ET SEQ. AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO SEWER IMPROVEMENTS AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR SAID IMPROVEMENTS.


WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act") provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from the acts of the Kansas Legislature; and

WHEREAS, the City of Osawatomie, Kansas (the "City") is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 12-618, K.S.A. 12-619, K.S.A. 12-621 and K.S.A. 12-624 are part of an enactment of the Kansas Legislature (K.S.A. 12-617 et seq.) relating to sewer improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-618, K.S.A. 12-619, K.S.A. $12-621$ and K.S.A. 12-624, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-618, K.S.A. 12-619, K.S.A. 12621 and K.S.A. 12-624, and shall be governed by the substitute and additional provisions contained herein.

Section 2. Authorization of Sewer Improvements; Bonds. The City shall have the authority to build, construct, improve, repair or purchase sewer improvements, including the acquisition of land or an interest therein necessary therefor, within or without the limits of the City, to serve the City, including but not limited to the following: sewer mains, interceptor sewers, pumping stations, sewers, sewer service lines, drains, outlets and treatment and disposal works. The City may issue its general obligation bonds (the "Bonds") to pay the costs of such improvements when authorized to do so by the adoption of a resolution by the governing body of the City describing the type of sewer improvement to be provided for and the amount of Bonds to be issued. The Bonds shall be issued, sold, delivered and retired in accordance with the provisions of the general bond law except as herein otherwise expressly provided.

Such resolution may contain a provision that the issuance of the Bonds be subject to: (a) a provision that the resolution be published one time in the official City newspaper, and if within 30 days after the date
of publication of the resolution, a petition in opposition to the issuance of the Bonds, signed by not less than $10 \%$ of the qualified electors of the City, is filed with the City Clerk, the City shall not have the authority to issue the Bonds until such question is submitted to the electors of the City at a special election called for that purpose or at the next general election and approved by a majority of the electors of the City voting at such election; or (b) approval by a majority of the electors of the City voting on such question at a special election called for that purpose or at the next general election. If no such written protest is filed pursuant to subsection (a), the City may proceed to issue the Bonds. Any election required by this section shall be conducted in the manner set forth in K.S.A. 10-120 by the election officer of the county in which the City is located.

Section 3. Severability. Any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 4. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent $(10 \%)$ of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such a purpose.

## [BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED with at least a two-thirds (2/3) vote of the entire Governing Body of the City of Osawatomie, Kansas, on January 28, 2021, and SIGNED by the Mayor.
(SEAL)
ATTEST:

## Clerk

## CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Charter Ordinance No. 19 of the City of Osawatomie, Kansas, adopted by the governing body on January 28, 2021, as the same appears of record in my office.

DATED: January 28, 2021.

## Clerk

|  |  |  |  |
| :--- | :--- | :--- | :--- |
| City of Osawatomie |  |  |  |
| ACTION ITEM SUMMARY | Item Number: | 9.D |  |
|  | Date: | January 26, 2021 |  |
| City Manager | From: | Mike Scanlon |  |

RE: Resolution 842 - Licensing Agreement to be submitted to USD 367 for Flint Hills Trail crossover and Hike/Bike Hut area.

RECOMMENDATION: Approve Resolution 842 a Resolution directing the City Manager to work with USD-367 on a Licensing Agreement for Flint Hills Trail crossover and Hike/Bike Hut area.

DETAILS: As the Flint Hills trail was developed a portion of the trail needed to cross over land owned by the Osawatomie School District (USD 367). Additionally, staff wants the School District to consider reserving an additional portion of land for a possible construction of three (3) Hike/Bike Huts. All of the Licensing Agreement information is included (as well as Exhibits) are in the packet for your review. Once submitted to the School District for their approval it will come back to the City and we'll pass an Ordinance approving the Licensing Agreement.

## RESOLUTION NO. 842

## BY THE CITY OF OSAWATOMIE, KANSAS

## A RESOLUTION OF THE CITY COUNCIL OF OSAWATOMIE, KANSAS, DIRECTING THE CITY MANAGER TO WORK WITH THE OSAWATOMIE SCHOOL DISTRICT (USD-367) ON A LICENSING AGREEMENT FOR THE FLINT HILLS TRAIL CROSSOVER AND HIKE/BIKE HUT AREA TO BE LOCATED ON SCHOOL DISTRICT PROPERTY.

WHEREAS, the City of Osawatomie along with the Kanza Rail-Trails Conservancy have worked to develop the Osawatomie Trailhead; and

WHEREAS, the City of Osawatomie along with the Kanza Rail-Trails Conservancy has raised almost $\$ 500,000$ to make the Osawatomie portion including the Walker Station the preeminent portion of the Flint Hills Trail; and

WHEREAS, the Osawatomie School (USD 367) has been an invaluable contributor to the development of the Osawatomie section of the Flint Hills trail by allowing us to use portions of the Trojan School Property for trail development.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Osawatomie:
Section 1: That the City Council direct the City Manager to continue to work with USD 367 on the development of the Flint Hills Trail.

Section 2: That the City Manager present to the School District the necessary documents and information so that they may consider the approval of a Licensing Agreement that allows for the use of School District land as part of the Flint Hills Trail.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 14th day of January, 2021, a majority voting in favor of.
L. Mark Govea, Mayor
(SEAL)
ATTEST:

[^0]
## USD 367 LICENSE AGREEMENT WITH THE CITY OF OSAWATOMIE

 (For Flint Hills Trail access across School Property and possible location of three (3) Summer Hike/Bike Huts in vicinity of the Flint Hills Trail)This LICENSE AGREEMENT is made March 1, 2021 between the City of Osawatomie, a City of the Second Class of the State of Kanas, show address is c/o City Manager, 439 Main Street, PO Box 37, Osawatomie, KS 66064 (Grantee) and the Osawatomie Unified School District (USD) 367, whose address is 1200 Trojan Drive, Osawatomie, KS 66064 (Grantor).

## RECITALS

1. Grantor is the owner of property known as the Trojan Elementary School located at 1901 Parker Ave, Osawatomie, KS 66064.
2. Grantee is the owner of property know as the Flint Hills Trail, as depicted in Exhibit B. A portion of the existing trail and proposed summer Hike/Bike Huts (HBHs) are located or planned to be located on land that's part of the Trojan Elementary Parcel Shown on Exhibit C.
3. The Grantee's improvements would include a bridge and three hike/bike huts that would be made available to trail users between June $1^{\text {st }}$ and September $1^{\text {st }}$. The current improvements and proposed improvements are shown on Exhibit D.
4. The Grantee is willing to construct and pay for all the improvements in exchange for the public being permitted to use the trail and hike/bike huts.
5. Grantor has agreed to grant a temporary construction license and minimum 10-year license, with automatic extensions on a portion of the Grantor's Property for the benefit of Grantee and subject to the terms and conditions herein. The purpose of this License Agreement is to permit Grantee to construct, maintain, repair, and replace railbed that currently cuts through the property and turn it into a multi-use trail with HBHs and to permit public use of these amenities.

## AGREEMENT

1. Grant of Temporary Construction License. Grantor hereby licenses to Grantee a temporary construction license over and across the lands shown in Exhibit " C " attached hereto and made a part hereof within the Trojan School Property ("Temporary Construction License").
2. Grant of Licenses. For an annual license fee of one dollar (\$1.00) due on the annual anniversary of this Agreement, Grantor herby grants to Grantee a license over and across the lands shown in Exhibit "C" attached hereto and made a part hereof within the Trojan School Property (License Area) until March 31, 2041. Subject to termination by either party as provided in Section 4 below. The License shall be used by the Grantee for public access to the trail and HBHs and for the maintenance of the trail for pedestrian use. Pedestrian use shall be broadly defined to include foot traffic, horses, bicycle, e-bicycle, wheelchair, manually-powered mobility aids and other power-driven mobility devises used by individuals with disabilities. No other motorized access shall be permitted except for vehicles operation by the City of Osawatomie (and their contractors) and Kanza Rail-Trail Conservancy for maintenance and repair. The Grantee shall pay all costs associated with construction of the trail, trail appurtenances, trail buildings and the HBHs. The Grantee shall be responsible for and shall pay costs for all maintenance and repair of the License Area and shall keep the trail in good repair and condition.
3. Indemnification. The Grantee agrees to protect, indemnify and hold harmless Grantor, its Board members, employees and agents, from and against any loss, damage or claims, including reasonable attorneys' fees and costs, arising out of: (i) the use, including the initial construction, of the License Area by the Grantee or its guests or invitees, which indemnity shall include, but not be limited to, injury or loss to persons or property; (ii) any mechanic lien claims for unpaid labor services or materials affecting any of the License Area; and (iii) any an all costs associated with removal of improvements located in the License Area upon termination of this License Agreement as further outlined in Section 5. The Grantee shall obtain, at its expense, and keep in full force and effect through the term of this License Agreement, with a reputable insurer, general public liability insurance of the License Area with a limit of not less than \$ per individual and \$ $\qquad$ per occurrence and, during times of construction of any improvements, repairs or replacements, shall maintain (or cause its contractor to maintain) workmen's compensation and builder's risk insurance in amounts reasonably satisfactory to Grantor: and all said policies shall name Grantor as an additional insured and the Grantee shall provide Grantor with proof of such insurance. Grantor shall have the right to request the Grantee to review and increase the limits of insurance coverage hereunder based on prevailing limits then carried by like or similar risks.
4. Termination for Convenience. This License does not constitute a permanent easement. This License Agreement may be terminated by either party at any time by providing the other with ninety (90) day written notice ("Notice of Termination"). After delivery of the Notice of Termination, the Grantee shall remove the Trail Improvements and HBHs then restore the land back to the condition that existed prior to the construction activities at Grantee's sole cost.
5. Default, Right to Cure; Termination for Cause. In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy, give the party alleged to be in default written notice of such default together with right for a period of 10 days after receipt of such notice to cure said default. If an alleged default by its natures is not capable of being cured withing the time provided, the party alleged to be in default shall, provided such party is proceeding with all due diligence, have up to an additional twenty days to cure said default unless there are weather conditions that prevent the cure. If the Grantee fails to repair, replace and maintain the trail or HBHs within the cure period, or any extension thereof, the Grantor may undertake such work and the Grantee agrees to repay the Grantor for such costs, or the Grantor may immediately terminate this agreement and pursue any right or remedy allowed by this Agreement or otherwise by law. If the Grantor terminates the Agreement the Grantee shall remove the trail improvements and HBHs and restore the land to the condition that existed prior to the construction activities at Grantee's sole cost within thirty (30) days of date of termination.
6. Notices. Any notice, demand, or document with either party is required or may desire to give, deliver or make to the other party shall be in writing and bay be personally delivered or given by facsimile transmission or given by United States certified mail, return receipt requested, addressed as follows:

To Grantor: USD-367
Superintendent 1200 Trojan Drive Osawatomie, KS 66064

To Grantee: City of Osawatomie City Manager 439 Main St., P.O. Box 37 Osawatomie, KS 66064
7. Miscellaneous.
7.1 Remedies. Either party shall have the right and power to bring suit in its own name for any legal or equitable relief due to lack of compliance with any provisions of this Agreement. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith.
7.2 No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall net be a waiver or a relinquishment for the future of any such provision.
7.3 Amendments in Writing. This Agreement may not be amended nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto and duly recorded in the real estate records of Miami County, Kansas.
7.4 Kansas Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Kansas. This agreement is subject to the laws of the State of Kansas, jurisdiction shall be in the District Court of Miami County, in the event of any legal proceedings arising from the transaction described herein.
7.5 Correction Documents. In the vent any clerical or other errors are found in this Agreement or any other descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.
7.6 Changes to Plans. Any changes to the design of the trail and HBHs project require the written consent of the Grantor, which consent shall not be unreasonably withheld.
7.7 The Grantee shall not erect any signage within the Licenses Area without the prior written agreement of the Grantor, which consent shall not be unreasonably withheld.
7.8 Binding Effect. All provisions of this Agreement inure to the benefit of and are binding upon the parties hereto, their heirs, successors, assigns and personal representatives.
7.9 Non-waiver. The Parties hereto understand and agree that each is relying on and does not waive or intend to waive by this Agreement or a provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Kansas Tort Claims Act, K.S.A. 756101 et seq. as amended from time to time or otherwise available to the Parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.
ATTEST:
GRANTEE:
CITY OF OSAWATOMIE
By:
Tammy Seamands, City Clerk
By:
L. Mark Govea, Mayor
GRANTOR:
USD-367
By:
DJ Needham , President

## EXHIBIT B

FLINT HILLS TRAIL - CITY OF OSAWATOMIE PORTION


Flint Hills Trail

EXHIBIT C
FLINT HILLS TRAIL - CITY OF OSAWATOMIE PORTION


|  | Trail Location |
| :---: | :--- |
|  | Hike/Bike Hut (HBH) Location |
|  |  |

EXHIBIT D
Example of the Hike/Bike Hut Improvements proposed


| FUND | BEGINNING CASH BALANCE | Y-T-D <br> Revenues <br> W/ACCRUAL | Y-T-D <br> EXPENSES <br> W/ACCRUAL | ACCRUAL ENDING CASH BALANCE | NET CHANGE OTHER ASSETS |  | NET CHANGE LIABILITIES | EndIng <br> CASH BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01 -GENERAL OPERATING | 372,201.09 | 2,977,919.73 | 2,846,868.44 | 503,252.38 | 0.00 | 1 | 75,555.02) | 427,697.36 |
| 02 -WAter | 264,404.21 | 1,007,753.89 | 1,096,279.77 | 175,878.33 | 0.00 | 1 | 20,367.50) | 155,510.83 |
| 03 -electric | 542,929.30 | 3,645,934.12 | 3,583,355.45 | 605,507.97 | 0.00 | 1 | 52,598.76) | 552,909.21 |
| 04 -SEWER | 141,028.42 | 930,052.12 | 841,088.01 | 229,992.53 | 0.00 | 1 | 34,727.22) | 195,265.31 |
| 05 -RefuSe | 1,000.30 | 1,168.76 | 405.00 | 1,764.06 | 0.00 |  | 0.00 | 1,764.06 |
| 06 -LIBRARY | 103,858.16 | 23,729.93 | 11,097.05 | 116,491.04 | 0.00 | 1 | 433.56) | 116,057.48 |
| 07 -RECREATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 08 -RURAL FIRE | 5,299.73) | 0.00 | 5,299.73) | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 09 -INDUSTRIAL PROMOTION | 62,247.43 | 58,476.43 | 19,125.00 | 101,598.86 | 0.00 | 1 | 64,030.93) | 37,567.93 |
| 10 -Revolving LoAn | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 11 -SPECIAL PARK \& RECREATION | 41,502.19 | 24,797.72 | 22,726.95 | 43,572.96 | 0.00 |  | 0.00 | 43,572.96 |
| 12 -Street Improvements | 204,953.25 | 116,307.21 | 204,267.97 | 116,992.49 | 0.00 | 1 | 3,023.74) | 113,968.75 |
| 13 -TOURISM | 58,995.41 | 33,467.14 | 14,369.55 | 78,093.00 | 0.00 | 1 | 1,249.31) | 76,843.69 |
| 14 -PUBLIC SAFETY EQUIPMENT | 57,251.96 | 59,080.89 | 82,476.53 | 33,856.32 | 0.00 | 1 | 770.48) | 33,085.84 |
| 15 -Special 911 Revenue | 9,897.41 | 0.00 | 0.00 | 9,897.41 | 0.00 |  | 0.00 | 9,897.41 |
| 17 -Recreation employee benef | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 18 -GOLF COURSE | 6,689.51 | 360,010.94 | 268,810.12 | 97,890.33 | 0.00 | 1 | 4,313.35) | 93,576.98 |
| 21 -CIP - GENERAL | 155,303.47 | 248,056.00 | 155,967.20 | 247,392.27 | 0.00 | ( | 4,199.08) | 243,193.19 |
| 22 -CIP -WATER | 75,000.00 | 80,000.00 | 46,742.81 | 108,257.19 | 0.00 |  | 0.00 | 108,257.19 |
| 23 -Cip - ELECTRIC | 102,222.68 | 100,019.13 | 45,570.00 | 156,671.81 | 0.00 | 1 | 77,759.12) | 78,912.69 |
| 24 -CIP - SEWER | 150,392.00 | 85,369.31 | 55,684.00 | 180,077. 31 | 0.00 | 1 | 2,587.39) | 177,489.92 |
| 25 -Cip - STREET PROJECT | 82,400.50 | 155,000.00 | 69,949.44 | 167,451.06 | 0.00 |  | 0.00 | 167,451.06 |
| 27 -CIP - GRants | 3,556.79 | 0.00 | 0.00 | 3,556.79 | 0.00 |  | 0.00 | 3,556.79 |
| 29 -CIP - SPECIAL PROJECTS | 31,096.32 | 178,338.00 | 107,114.35 | 102,319.97 | 0.00 | 1 | 15,595.55) | 86,724.42 |
| 31 -Employee benefits | 252,300.07 | 747,483.90 | 714,494.90 | 285,289.07 | 0.00 | 1 | 96.57) | 285,192.50 |
| 32 -CAFETERIA 125 | 89,113.40 | 22,343.32 | 19,986.59 | 91,470.13 | 0.00 |  | 0.00 | 91,470.13 |
| 35 -TECHNOLOGY FUND - CIP | 35,624.10 | 65,941.27 | 70,752.59 | 30,812.78 | 0.00 |  | 357.00 | 31,169.78 |
| 41 -BOND \& INTEREST | 180,405.32 | 762,722.58 | 771,564.25 | 171,563.65 | 0.00 |  | 0.00 | 171,563.65 |
| 43 -Electric debt Service | 149,988.47 | 434,100.00 | 434,101.25 | 149,987. 22 | 0.00 |  | 0.00 | 149,987.22 |
| 51 -COURT ADSAP | 7,401.00 | 0.00 | 0.00 | 7,401.00 | 0.00 |  | 0.00 | 7,401.00 |
| 52 -COURT BONDS | 18,877.04 | 22,167.00 | 26,015.50 | 15,028.54 | 0.00 |  | 0.00 | 15,028.54 |
| 53 -FORFEITURES | 13,596.85 | 7,413.69 | 400.00 | 20,610.54 | 0.00 |  | 0.00 | 20,610.54 |
| 54 -Evidence liability | 12,899.79 | 0.00 | 0.00 | 12,899.79 | 0.00 |  | 0.00 | 12,899.79 |
| 57 -FIRe InSURANCE PROCEEDS | 0.84 | 27,143.28 | 27,144.12 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 58 -MAYOR'S CHRISTMAS TREE FU | 0.00 | 1,230.01 | 0.00 | 1,230.01 | 0.00 |  | 0.00 | 1,230.01 |
| 93 -CRedit CARD Clearing fund | 0.01 | $(0.01)$ | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| 95 -CLEARING ACCOUNT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00 |
| GRAND TOTAL | 3,221,837.56 | 12,176,026.36 | 11,531,057.11 | 3,866,806.81 | 0.00 | 1 | 356,950.58) | 3,509,856.23 |

*** END OF REPORT ***


[^0]:    Tammy Seamands, City Clerk

