

# CITY OF OSAWATOMIE



439 Main Street  
P.O. Box 37  
Osawatomie, Kansas 66064

913.755.2146 (p)  
913.755.4146 (f)  
ozcity@osawatomieks.org  
www.osawatomieks.org

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*L. Mark Govea, Mayor*

## NOTICE OF SPECIAL MEETING

The Council, being the Governing Body of the City of Osawatomie, Kansas.

You are hereby notified that pursuant to a written request, I have called and do hereby call a special meeting of the Council of the City of Osawatomie, Kansas, be held at **CITY HALL CONFERENCE ROOM ; 439 MAIN STREET** in said City at **5:00 PM** on **THURSDAY, FEBRUARY 25<sup>TH</sup>, 2021** for the following purpose:

**PUBLIC WORKS ROOF BID  
RESOLUTION NO. 849 – DECLARING A LOCAL STATE OF FINANCIAL  
EMERGENCY RELATING TO THE FEBRUARY 2021 ENERGY CRISIS**

DATED this 24<sup>th</sup> day of February, 2021.

A handwritten signature in black ink that reads "L. Mark Govea".

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L. Mark Govea, Mayor  
City of Osawatomie, Kansas



helping you build your legacy commercial contractor · design/builder · construction manager

# PROPOSAL

PROPOSAL SUBMITTED TO <b>Tammy Seamond</b>	PHONE 755-2146	DATE 2/10/2021
<b>Osawatomie City Hall</b> STREET <b>509 5th Street</b>	JOB NAME <b>Public Works Building - new roof &amp; wall panels/insulation</b>	
CITY, ST, ZIP <b>Osawatomie, KS 66064</b>	JOB LOCATION Public Works Building 820 Lincoln Avenue Osawatomie, KS 66064	JOB PHONE
ENGINEER	DATE OF PLANS	JOB FAX

**We Propose** hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: \$ 107,170  
**One hundred seven thousand one hundred seventy dollars**

Payment to be made as follows: **20% down, balance remainder due upon completion, due in 5 days, 0 retainage**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

**AUTHORIZED SIGNATURE**

by:  Rob George

TITLE: Estimator

Note: This proposal may be withdrawn by us if not accepted within **14** days.

Remove the existing roof panels/trim/gutters/downspouts and install new R-13 roof insulation & 24 gauge roof panels, new gutter and downspouts. Deduct \$6,296 for 26 gauge roof in lieu of 24 gauge.  
 Remove the existing wall panels/trim/flashings and install new R-11 wall insulation & 26 gauge wall panels, flashings and trim colors to match new Electrical building colors as close as we can.  
 Install CO detection connected to a new intake louver and exhaust fan system to prevent poisoning when vehicles are running.  
 Removal and disposal of insulation and recycling of metal is included.

Removal of electrical items by the City Electrical Crew. Wiring of CO detection system by City Electrical Cres.

R-13 insulation is a standard for this type of application. Anything thicker will create potential for leaks. The garage doors negate any benefits of adding more insulation to the building. If you want the R-25 spray foam, add \$51,000 to the above price.

The metal pricing is extremely volatile right now and has risen over 30% in the last 3 months. We need to confirm pricing at time of ordering, as the manufacturer will not honor any pricing past today and adjust our pricing accordingly.

The roof panels are a screw down type panel. We cannot get pricing for standing seam panels with the volatility. But it is roughly double the cost of the screw down roof panel in labor and material.

We will need a project sales tax exemption certificate and a deposit check prior to ordering materials.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Legacy Contractors, LLC is authorized to do the work as specified. Payment will be made as outlined above or pay finance charges.

Date of acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_



4141 FAIRBANKS AVENUE  
KANSAS CITY, KS 66106  
913-371-7100 PHONE  
913-371-7107 FAX  
www.deltaservices.com

City of Osawatomie  
439 Main Street  
Osawatomie, KS 66064

Re: Osawatomie Public Works Building  
820 Lincoln Avenue  
Osawatomie, KS 66064

02/09/2021

Mr. Roseberry,

Delta Innovative Services would like to provide the necessary labor and materials to install new Steel roofing and wall paneling system with insulation for the Osawatomie Public Works Building.

Complete for the sum of \$109,623.00

**Roofing Inclusions**

1. Remove the existing standing seam roofing system, sidewall siding and existing insulation down to the existing metal building purlins.
2. All construction debris will be hauled off site.
3. Provide and install 24-gauge Butler MR- 24 metal panels and R wall panels.
4. Provide and install Vinyl backed R-13 metal building insulation on roof and walls.
5. Provide and install all associated clips and fasteners to secure the insulation and new standing seam panels.
6. Provide and install new 24 gauge gutters and down spouts.
7. Provide and install all new edge metal detail according to manufactures standard details.
8. Upon completion provide a 2 year labor and material warranty from Delta Innovative Services
9. Upon completion provide a 10 year manufactures warranty.

**Roofing Exclusions**

1. Sales Tax.
2. Replacement of existing overhead doors.
3. Replacement of existing hollow metal doors.
4. Replacement of existing metal building windows.
5. Replacement of existing metal building structural components.
  - a. Existing roofing purlins, girts, columns or beams.

If you have any questions about this proposal, please feel free to give me a call at my office (913) 346-4791. Thank you again for the opportunity to present you this proposal I look forward to working with you on this project.

*Sincerely,*  
**Hans Stutz**  
Hstutz@deltaservices.com  
Project Estimator  
Delta Innovative Services

**Hans C Stutz**

Digitally signed by Hans C Stutz  
DN: C=US, E=hstutz@db2services.com, O=Db2  
Services Inc., OU=Estimating & Project management,  
CN=Hans C Stutz  
Date: 2021.02.09 11:47:49-0600'



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

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

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

<b>PRODUCER</b> Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350 Overland Park KS 66211	<b>CONTACT NAME:</b> Karen Holzmark <b>PHONE (A/C, No, Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> kholzmark@ckcins.com	<b>FAX (A/C, No):</b> (913) 378-0399
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Delta Innovative Services, Inc. 4141-4151 Fairbanks Ave Kansas City KS 66106	<b>INSURER A:</b> National Fire Ins Co of Hartford 20478	<b>NAIC #</b>
	<b>INSURER B:</b> Continental Insurance Co. 35289	
	<b>INSURER C:</b> American Casualty Co of PA 20427	
	<b>INSURER D:</b> Travelers Casualty Ins Co of America 19046	
	<b>INSURER E:</b> United Fire & Casualty Co 13021	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2051228431

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6080800838	5/15/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			6080800810	5/15/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6080956975	5/15/2020	5/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6080800824	5/15/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Third Party Crime			105719444	12/13/2019	12/13/2020	Limit: \$1,000,000 \$10,000 Deduct
E	Installation Floater			60461672	5/15/2020	5/1/2021	Limit: \$1,000,000 \$1,000 Deduct

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

**CERTIFICATE HOLDER****CANCELLATION**

SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Parkhurst/KAREN

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**10 Year Roof Panel  
Weathertightness Endorsement  
to the Butler Manufacturing Warranty**

Builder warrants to the Owner, and Butler Manufacturing, a division of BlueScope Buildings North America, Inc. ("Butler") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of ten (10) years from the Shipment Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions. Butler will specify the repair work for stopping any leak covered by this Endorsement, and reserves the right to undertake, supervise and/or approve the repair work. All terms and conditions set forth in Butler's Standard Warranty for the Butler Order No. specified below are incorporated into this Endorsement and the Warranty must be read in conjunction with this Endorsement to understand the rights and obligations of each party. All capitalized terms in this Endorsement, unless otherwise defined herein, have the same meaning ascribed to them in the Warranty.

Project / Owner: _____			
Builder: _____		Bldr. # _____	
Building: _____	(Street)	(City)	(State)
			(Zip Code)
Ship Date: _____	Project Number: _____		

**TOTAL COST OF WARRANTY = (sq. ft. x \$0.02) (min. \$1,000)**

**"Roof System" includes:**

the metal panels, the Roof Components specified above, stainless steel or aluminum lockrivets, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise).

**"Roof System" excludes:**

all other elements, components, and Materials whatsoever, including by not limited to, vents, gutters, valleys, hips, transitions, flashings, ridge assemblies, gable assemblies, eave assemblies, interior liners, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, Accessories and all other items not supplied by Butler.

Minimum Roof Slope for this Endorsement is 1/2:12 for ButleRib® and VSR II; 1/4:12 for MR-24®, CMR-24® and ClassicLoc.

For all Claims covered by this Endorsement:

1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. Butler will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Butler for the aggregate of all Covered Claims under this Endorsement will not exceed \$ \_\_\_\_\_. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Butler against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

**This Endorsement is effective only upon receipt by Butler of the Warranty and this Endorsement signed by the Owner and Builder**

Read and accepted:

Owner _____	Builder _____	Butler Manufacturing
Name _____	Name _____	Name _____
Signature _____	Signature _____	Signature _____
Date _____	Date _____	

# LIFETIME LIMITED PAINT WARRANTY

## PRIME SMP WITH CENTRALGUARD® PROTECTION



302 JANE PLACE - LOWELL, AR 72745  
800-356-2733

FOR CENTRAL STATES MANUFACTURING (CSM) ROOFING AND SIDING PANELS.

**THIS WARRANTY COVERS PRIME SMP MATERIAL ONLY.**

ULTRA, PRIME FLUROPON, STANDARD, AND THRIFTY MATERIAL ARE COVERED BY SEPARATE WARRANTIES.

- A) CSM warrants that the color-coated finish applied to its steel roofing and siding panels will not crack, check, peel or lose adhesion. This does NOT include minute fracturing, which may occur in proper fabrication of the building parts. Failure due to substrate corrosion is excluded. This warranty does not apply to the reverse side finish of the product.
- B) CSM also warrants that the color-coated finish applied to its steel roofing and siding panels will not, within a period of thirty years after installation or a period of thirty years and one month after the date of shipment (whichever comes first), chalk or lose color according to the following grids. Additionally, chalk ratings are measured in accordance with the standard procedures specified in ASTM-D-4214-98 method D659. Color (fade) ratings are measured in accordance with the standard procedures specified in ASTM-D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

**SIDEWALL: Color 5 / Chalk 8 | ROOF: Color 7 / Chalk 6**      Exception: Crimson - SIDEWALL: Color 8/Chalk 6 | ROOF: Color 10/Chalk 5

- C) **DISCLAIMER OF WARRANTY:** THE EXPRESS WARRANTY STATED HEREIN IS THE EXCLUSIVE WARRANTY APPLICABLE TO CSM PRIME PAINTED MATERIAL ONLY, ROOFING AND SIDING PANELS. CSM MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CSM SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO. This warranty will apply to those panels refinished or replaced but only for the period of time left on the original warranty. No employee or representative of CSM is authorized to change this limited warranty in any way or grant any other warranty regarding the product.
- D) **LIMITATION OF LIABILITY:** THE EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY SHALL BE LIMITED TO CSM REFINISHING OR REPLACING DEFECTIVE PANELS OR REFUNDING THE PURCHASE PRICE OF SUCH PANELS AS CSM SHALL ELECT. CSM SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IF OUR CENTRALGUARD™ SILICONIZED POLYESTER COATINGS FAIL TO COMPLY WITH OUR LIMITED WARRANTY, WE WILL PAY FOR THE LABOR AND THE MATERIALS REASONABLY NECESSARY TO REPAIR, REPAIR OR REPLACE, AT OUR OPTION, THE BUILDING PART SHOWING THE FAILURE. CSM'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE CSM STEEL ROOFING AND SIDING PANELS.
- E) Claims under this warranty must be made in writing to CSM at the address set forth above within 30 days after the discovery of the defect. The notice to CSM shall include adequate identification of the material involved, nature of the claimed defect, date of the installation, date of shipment and order number. Failure of the claimant to provide such information in the time provided shall be deemed as a waiver of the claimant's rights herein. CSM shall have an additional 30 days to inspect the CSM steel roofing and siding panels before any further action shall be taken.
- F) CSM does not warrant or guarantee the interior or reversed side finish or prepainted materials used for interior application.
- G) CSM does not warrant or guarantee claims arising from damage to panels due to exposure to salt and salt water, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminants, hail or other agents of a similar nature. Warranty is not valid on a property located 1,500 or fewer feet from a salt water environment.
- H) CSM does not warrant or guarantee claims arising from the following:
  - a) Damage or defects caused by acts of God, falling objects, external forces, explosion, fire, riots, civil commotion, acts of war, excessive radiation, or other similar or dissimilar occurrences beyond CSM's control.
  - b) Minor hairline cracking of the paint finish.
  - c) Defects or damages to the painted steel roofing and siding panels caused by handling, shipping, transit, processing, storage or installation; damage due to failure of the substrate.
  - d) Damage caused by moisture or other contamination prior to installation.
  - e) Steel shavings or minute iron particles from sawing sparks that come in contact with the painted surface.
  - f) Non-vertical panels that don't have an adequate degree of pitch so as not to allow any free standing or accumulation of standing water.
  - g) Stored or installed in a way that allows for contact with animals or animal waste.
  - h) Deterioration to the panels caused directly or indirectly by panel contact with fasteners. The selection of suitable fasteners rests solely with the buyer.
  - i) Weather uniformity under non-uniform conditions.
  - j) Unusual harmful fumes, chemically aggressive environment, foreign substances in the atmosphere, standing water or direct salt spray.
  - k) Damage due to chemically treated or wet lumber.
- I) The warranty applies to panels installed in the continental United States, Alaska, and Canada.
- J) CSM extends this warranty solely to the owner, at time of installation, of the structure where the material is originally installed. In instances where the owner of any structure where the material is installed is a non-living entity, including but not limited to corporations or associations, the warranty contained in paragraph A above is limited to 40 years.
- K) This warranty is not transferable and non-assignable after one year from date of install.

**This warranty is for you to fill out and keep for your records. Please do not mail the warranty to us.**

You may also register your warranty online to receive a registration number. The registration number will be used reference your project if you ever need to contact us.

Optional online registration available at:  
[centralstatesmfg.com/warranties](http://centralstatesmfg.com/warranties)

CENTRAL STATES ORDER NUMBER\* OR PROJECT NUMBER

WARRANTY REGISTRATION NUMBER

CONTRACTOR/INSTALLER NAME

DATE

OWNER'S NAME

STRUCTURE'S ADDRESS

STATE/ZIP

\*Ask your contractor/installer for the order number. The order number can be found on the material package label and the order verification paperwork.

CONTRACTOR GENERAL WARRANTY

The undersigned hereby guarantees all of the work required and performed by the contract, one (1) year from the date shown on the Notice of Completion as dated December 07, 2020.

IN WITNESS WHEREOF: the undersigned has signed sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_.

\_El Dorado Building Systems, LLC\_\_\_\_\_

Contractor Business Name

\_\_\_\_\_

Witness Signature

BY: \_\_\_\_\_

\_\_\_\_\_

Printed Name









**A RESOLUTION DECLARING AN EXTRAORDINARY FINANCIAL EMERGENCY RELATING TO THE ELECTRIC UTILITY SYSTEM OF THE CITY OF OSAWATOMIE, KANSAS; AUTHORIZING THE ISSUANCE OF NO FUND WARRANTS OF THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.**

**WHEREAS**, K.S.A. 10-1116a (the “Act”), provides that the governing body of any city may make expenditures in excess of current revenues for municipally owned and operated utilities when such expenditures are caused by, or result from, an extraordinary emergency; and the Act provides that the governing body may declare, by resolution, that such an extraordinary emergency exists; and

**WHEREAS**, the Act further provides that the governing body of such a city may finance such an expenditure by issuing no-fund warrants of the city on the fund(s) of such utility in an amount not to exceed 25% of the revenues from sales of service of such utility for the preceding year; and

**WHEREAS**, the City of Osawatome, Kansas (the “City”) owns and operates a municipal electric utility system (the “System”); and

**WHEREAS**, over a two-week period in February, historically low temperatures with sub-zero wind chills over several days, accompanied by snow, sleet, and freezing rain (collectively, the “Weather Event”) across the state have significantly strained the regional energy infrastructure, including the increased demand for electricity and natural gas and decreased production of such resources over the same time period; and

**WHEREAS**, the Governor of the State of Kansas declared a State of Disaster Emergency Proclamation within the state on February 14, 2021; and

**WHEREAS**, the Board of County Commissioners for Miami, Kansas approved a resolution Declaring a State of Local Disaster Emergency on February 24, 2021; and

**WHEREAS**, as a result of the Weather Event, the cost to purchase essential natural gas and electricity exceeded 10 – 200 times the normal prices and the City was forced to pay higher costs to acquire electric energy to operate the System than it anticipated and budgeted and a resulting System revenue deficiency exists (the “Deficiency”); and

**WHEREAS**, the governing body of the City finds and determines that revenues from sales of service of the System for 2020 were \$3,645,934 and that 25% of such revenues is \$911,483.50; and

**WHEREAS**, the Governing Body of the City of Osawatome desires to place the public on notice that it is exploring every avenue of relief and is declaring an extraordinary local state of financial emergency; and

**WHEREAS**, the governing body of the City hereby finds and determines it to be necessary to provide for extraordinary emergency funds of the City to fund the required purchase of electricity for the System and to raise such funds by the issuance of No Fund Warrants of the System and its funds in an amount of not to exceed \$900,000, under authority of the Act; and

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

**SECTION 1. Declaration of Extraordinary Emergency.** The Deficiency resulting from the extraordinary weather event is hereby deemed and declared an extraordinary emergency under the Act.

**SECTION 2. Financing and Payment of Deficiency.** It is hereby deemed and declared to be necessary to provide extraordinary emergency funds for the Deficiency in System revenues through the issuance of No Fund Warrants of the System and its funds, in an amount of not to exceed \$900,000 under authority of the Act. The terms, details and conditions of such No Fund Warrants shall be contained in a separate resolution of the City.

**SECTION 3. Effective Date/Publication.** This Resolution shall take effect and be in force from and after its adoption and publication once in a newspaper of general circulation in the City, as provided in the Act.

**ADOPTED** this 25th day of February 2021 and **SIGNED** by the Mayor.

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L. Mark Govea, Mayor

ATTEST:

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Tammy Seamands, City Clerk