

OSAWATOMIE CITY COUNCIL

AGENDA

March 11, 2021

6:30 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. March 11th Agenda
 - B. Meeting Minutes – February 11th, 2021
 - C. Special Session Minutes – February 25th, 2021
 - D. Special Session Minutes – March 3rd, 2021
 - E. Pay Application(s)
 - Zingre and Associates - \$245.00 – Trail/Amenities
 - BG Consultants - \$8,190.00 – WWTP
 - MARC - \$25,000 – Planning Sustainable Places
 - Triangle Builders - \$14,850 – Trailway Station
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
 - A. USDA Rural Development Community Facilities Grant/Loan Application
8. Presentations, Proclamations, and Appointments
 - A. Appointment of EMP 1 & KMEA-Representatives
9. Unfinished Business
 - A. Public Works Roof Bids
10. New Business
 - A. Resolution 851 – A Resolution Establishing a Framework for the Fuel Adjustment on Customer Electric Bills Caused by the Weather Event of Mid-February, 2021.
 - B. Resolution 852 – A Resolution Authorizing the City of Osawatomie, Kansas to Apply for the City Utility Low-Interest Loan Program for the Purpose of Obtaining a Loan from the State of Kansas to Finance Extraordinary Electric and/or Natural Gas Costs Incurred During the Extreme Winter Weather Event of February 2021
 - C. Ordinance No. 3794 – An Ordinance Authorizing the Execution of a Loan Agreement Between the City Of Osawatomie, Kansas and the State of Kansas, Acting by and through the Kansas State Treasurer, for the Purpose of Obtaining a Loan Pursuant to the City Utility Low-Interest Loan Program to Finance Extraordinary Electric and/or Natural Gas Costs Incurred During the Extreme Winter Weather Event Of February 2021; Establishing a Dedicated Source of Revenue for Repayment of Such Loan; Authorizing and Approving Certain Documents in Connection Therewith; and Authorizing Certain Other Actions in Connection with the Loan Agreement
 - D. Resolution 853 – Upgrading to 800mhz Radios for Police and Fire Departments
 - E. Resolution 854 – A Resolution Authorizing the Execution of the Contract and Other

OSAWATOMIE CITY COUNCIL

AGENDA

March 11, 2021

6:30 p.m. | Memorial Hall | 411 11th Street

Documentation for a CDBG Grant Related to the Repair of the Wastewater Treatment Plant

F. Resolution 855 – Licensing Agreement with Osawatomi State Hospital

11. Council Report

A. CR - January 2021

12. Mayor's Report

13. City Manager & Staff Report

A. Utilities Report – Terry Upshaw, Director of Utilities

B. Police Report Regarding Dispatch Transition and 800mhz Radios – Chief Dave Stuteville

14. Executive Session

15. Other Discussion/Motions

16. Adjourn

NEXT REGULAR MEETING – March 25th, 2021

Osawatomie, Kansas. **February 11, 2021.** The Council Meeting was held at Memorial Hall. Mayor L. Mark Govea called the meeting to order at 6:30 p.m. Council members present were LaDuex Dickinson, Diehm, Macek, Hampson, Wright and Walmann. Council member Cathy Caldwell was 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 Fire Chief Brian Love. Members of the public were: John Wastlund, Kari Bradley and Mike Moon.

INVOCATION. John Wastlund, Well Wesleyan Church

CONSENT AGENDA. Approval of February 11th Agenda; January 28th Council Minutes, Pay Application – Kansas Fiber Network, LLC - \$82,154.00, Pay Application – BG Consultants - \$9,711.00 – Wastewater, Pay Application -Zingre and Associates - \$490.00 – Trail, Pay Application – Dondlinger Construction - \$42,993.34. **Motion** made by LaDuex, seconded by Dickinson to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

John Wastlund– Well Wesleyan Church - Thank you for inviting and including the Ministerial Alliance in the Oz Commons negotiations. Good Friday Service is usually held at the Old Stone Church but with Covid it will be a little different this year. They will take all of the ministers and put it all together and stream the service. Wastlund has talked some with Fire Chief Brian Love about establishing a chaplaincy service for the Miami County area. He is planning on making a brochure with contact information and possibly partnering with a Chaplin out of Louisburg.

Mike Moon –is here to talk about water his son-in-law use to work at the water plant as an operator several years ago. He would come to the house and occasionally update Moon on the condition of the water plant. Moon knows that the plant is in terrible shape. He has been to the plant and taken a tour. The rumor going around was that the City would eventually join a PUA. Moon thinks that giving up our water rights is a bad idea and wants to encourage the council to explore every option – short term patch, full rebuild, decrease the size, or to look for other wholesale customers. This agenda packet talks about putting together a Water Study Committee and Moon would be happy to serve.

PRESENTATIONS & PROCLAMATIONS. – None.

PUBLIC HEARINGS. – None.

UNFINISHED BUSINESS.

ORDINANCE 3791 - PERMITTING OF CERTAIN FOWL WITHIN CITY LIMITS – **Motion** made by Macek, seconded by Walmann to approve Ordinance 3791 – 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. Yeas: (6) Wright, Macek, Walmann, LaDuex, Dickinson and Diehm Nays: (1) Hampson.

SALE OF CITY-OWNED PROPERTY –In December 2020 Resolution 825 was passed that authorized City Staff to Develop a Process for the Sale and Redevelopment of vacated city owned lots. An RFP was issued and two bids were received. **Motion** made by LaDuex, seconded by Walmann to approve the sale of 1010 6th Street to SSGK, LLC in the amount of \$1,000 and the sale of 100 Walnut Avenue to SSGK, LLC in the amount of \$1,000. Yeas: All. Wright abstained due to conflict of interest.

NEW BUSINESS.

RESOLUTION 843 -FINALIZING AN AGREEMENT WITH PRIORITY POWER MANAGEMENT, LLC FOR MUNICIPAL ELECTRIC CONSULTING SERVICES FOR 2021– **Motion** made by Hampson, seconded by Dickinson to approve Resolution 843 – Finalizing an agreement with Priority Power Management, LLC for Municipal Electric Consulting Services for 2021. Yeas: All.

RESOLUTION 844 – ACCEPTING THE 2021 STATE OF THE CITY WATER FACILITIES REPORT AS SUBMITTED BY THE CITY MANAGER – This resolution relates to appointing a Water Study Committee to look at the Water Treatment Facility and the Water Distribution System which are both in need of attention at the same time. The committee will most likely be made up of two council members and four community members. Council members Hampson and Diehm volunteered to be on the committee. Members of the community that have been asked to be on the committee are Mike Moon, Mark Fuchs, Gordan Schrader and a fourth to be determined. **Motion** made by Hampson, seconded by Dickinson to approve Resolution 844 – Accepting the 2021 State of the City Water Facilities report that has been submitted by the city manager. Yeas: All.

RESOLUTION 845– ACCEPTING THE PROPOSED CALENDAR OF WORK FOR THE REPAIR OF THE WASTEWATER TREATMENT FACILITY – The City is in the process of negotiating a consent agreement for the work that needs to be done at the Wastewater Plant and this calendar lays out the timeline for the work to be completed. **Motion** made by Macek, seconded by Hampson to approve Resolution 845 – Accepting the proposed calendar of work for the repair of the wastewater treatment facility. Yeas: All.

RESOLUTION 846 – DIRECTING THE CITY MANAGER TO ENTER INTO A FINAL AGREEMENT WITH ALWAYS & FUREVER MIDWEST ANIMAL SANCTUARY REGARDING THE OPERATION OF THE OSAWATOMIE MUNICIPAL ANIMAL SHELTER – **Motion** made by Hampson, seconded by Dickinson to approve Resolution 846 – Directing the City Manager to sign a final agreement with Always & Furever Midwest Animal Sanctuary to operate as contractor of the Osawatome Municipal Animal Shelter. Yeas: (5) Walmann, LaDuex, Dickinson, Diehm, and Hampson. Nays: (2) Wright and Macek

RESOLUTION 847 – DIRECTING CITY MANAGER TO ENTER INTO CONTRACT WITH PAYCHEX PAYROLL SOLUTIONS – Paychex Payroll Solutions will help to streamline business processes related to producing a bi-weekly payroll and offers a cost savings. It will also eliminate much of the paper approvals and shuffling that we do every two weeks. **Motion** made

by Dickinson, seconded by Diehm to approve Resolution 847 – Directing the city manager to enter into an agreement with Paychex Payroll Solutions for bi-weekly payroll services. Yeas: All.

RESOLUTION 848 – DIRECTING THE CITY MANAGER TO IDENTIFY ADDITIONAL FUNDS TO RENOVATE THE CITY FIRE STATATION – The Osawatomie Fire Department and Electric department shared a building from 1994 to the summer of 2019. At that time the fire department began renovating the building to include an in-house training room, an ADA compliant restroom, offices for the Fire Officers and administration, a day room for firefighters to use when manning the station, and a Emergency Operations Center for emergency operations when the need arises. All of the work completed to this point has been done by the firefighters. To finish the renovation the staff asked for bids. The low bidder was Legacy Contracting for \$70,442. In addition to that bid the fire department would require tables, chairs, desks, computers, cabinets and appliances which would make the cost \$110,000 when added to the Legacy bid. City Manager Scanlon stated that the City was able to fund \$55,000 out of the general fund to finish this project, but would need assistance from outside sources to finish the project. **Motion** made by LaDuex, seconded by Hampson to approve Resolution 848 – Directing the city manager to identify additional funds to renovate the city fire station. Yeas: All

COUNCIL REPORTS.

Lawrence Dickinson ~ the water report was interesting and it answered some questions that he had.

Karen LaDuex ~ The library board has identified a suitable candidate for the library director position. Sam Moon worked very hard on compiling and sorting the applications. Saturday there is a legislative coffee at the Osawatomie Highschool Auditorium.

Jeff Walmann ~ Dondlinger Construction has got he piers and footings for the bridge in construction. Triangle Builders is doing the Kiosk and the taskforce is working on information to go in the kiosk.

MAYOR’S REPORT – Last week Govea sat in on a zoom meeting with Representative Turner and other Mayors. Govea was able to get information and phone numbers for Turner’s staff. The Mayor of Lawrence identified some of the things that they are working on and said that they are keeping an eye on Osawatomie and the Flint Hills Trail. They would like to be find a way to tie into the trail.

Govea also set in on the selection of the Oz Commons and wants to give thanks to MARC for helping to set that up. There were eight submittals for this project. Also, thanks to Sam Moon, Ed Beaudry and Kari Bradley for helping to set this up and to Karen LaDuex and Cathy Caldwell for sitting in on this along with the other committee members. Architect One was the firm that was selected. They want to tie in the history of Osawatomie to this project.

A special thanks to Ed Beaudry for helping to lay out the mountain bike course at the state hospital.

CITY MANAGER & STAFF REPORTS. – Scanlon and Beaudry are working on a presentation for the Kansas Department of Wildlife, Parks and Tourism. They are currently designing the mountain trail bike on the state hospital property. We will use a licensing agreement similar to the one that was used with the school district.

Working with MARC to finalize “scope of work” with Architect One for the Oz Commons project. Beaudry, Sam and Martin with MARC will finish that in the next couple of days and then send it to the MARC board for approval.

Most city employees have received their first Covid-19 shot with the second-round boosters occurring for the fire/pd next week. All city employees that have opted for the shots will be vaccinated by mid-March.

Staff is working on multiple grants – USDA grant for radios, Kansas Department of Housing for utility assistance and KDHE revolving loan and a few more.

EXECUTIVE SESSION. - None

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:04 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

Osawatomie, Kansas. **March 2, 2021.** The Special Council Meeting was held at City Hall. Mayor Mark Govea called the meeting to order at 4:00 p.m. Council members present were Dickinson, Diehm, LaDuex, Walmann, Hampson, Caldwell and Wright. Council member Macek was absent. City Staff present at the meeting were: City Manager Mike Scanlon, City Clerk Tammy Seamands, and City Treasurer Angela Kline. Members of the public present were Mark Fuchs and Mitch Walter.

INVOCATION. Lawrence Dickinson

COMMENTS FROM THE PUBLIC. – None.

NEW BUSINESS.

RESOLUTION 850 – AUTHORIZING THE ISSUANCE AND DELIVERY OF \$400,000 PRINCIPAL AMOUNT OF TAXABLE NO FUND WARRANTS (ELECTRIC UTILITY SYSTEM) SERIES 2021, OF THE CITY OF OSAWATOMIE, KANSAS, FOR THE PURPOSE OF PROVIDING FOR EXTRAORDINARY EMERGENCY FUNDS OF THE CITY; AND PRESCRIBING THE TERMS AND DETAILS OF SAID WARRANTS - This will allow the city to issue no fund warrants for the benefit of the electric utility in the amount of \$400,000. It is thought that will be the equivalent of the two highest energy bills that we are expected to have from the periods of February 10th -16th and February 17- 23rd. Spiked utility losses are not FEMA eligible. The State of Kansas working with the League of Kansas Municipalities has proposed an interim solution which is HB 2429- which would allow cities to borrow from the State’s idle funds at a rate of .25% but this is adjustable on a weekly basis as we understand it at this point. Mitch Walter with our bond counsel Gilmore & Bell discussed the Resolution 849 that was passed last week and Resolution 850. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 850 – Authorizing the issuance and delivery of \$400,000 principal amount of taxable no fund warrants (electric utility system), series 2021, of the City of Osawatomie, Kansas for the purpose of providing for extraordinary emergency funds of the city; and prescribing the terms and details of said warrants. Yeas: All.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 4:16 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

March 3, 2021

Mike Scanlon, City Manager
 City of Osawatomie, Kansas
 439 Main Street
 Osawatomie, KS 66064

Re: 20-1414L - Osawatomie WWTP Improvements

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

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

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	22.0%	\$25,740.00
2. Final Design Phase	\$77,000.00	0.0%	\$0.00
3. Bidding and Negotiating Phase	\$20,000.00	0.0%	\$0.00
4. Approvals and Permitting	\$15,000.00	0.0%	\$0.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00

Subtotal Amount Due: \$8,190.00
 Total Completed to date: \$25,740.00
 Prior Billings to Date: \$17,550.00

Resident Project Observation

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Additional Services

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Total Amount Due: \$8,190.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

Zingre and Associates, P.A

1015 Scott Avenue
Fort Scott, Kansas 66701

Invoice

DATE	INVOICE NO.
2/28/2021	3734

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

TERMS	PROJECT		PROJECT NUMBER	NOTE	
Due on receipt	0513.06 Trail Way Station		0513.06		
ITEM	DATE	DESCRIPTION	HOURS/QTY	RATE	AMOUNT
Phase 5	2/2/2021	coord with Alan, review contract docs	1.75	70.00	122.50
Phase 5	2/5/2021	coord color choices	0.5	70.00	35.00
Phase 5	2/12/2021	project admin	0.5	70.00	35.00
Phase 5	2/26/2021	review pay app 1 and send to Owner	0.75	70.00	52.50
Thank you for your business.			Total		\$245.00

Pay Estimate # 1

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: City of Osawatomie 439 Main Osawatomie, Ks 66064	PROJECT New Trilway Station for the Flint Hills Trail at the Karl E Cole Sports Complex Osawatomie Ks. 66064	APPLICATION NO: PERIOD TO: 3/1/2021	Schedule of Values Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM CONTRACTOR: TRIANGLE BUILDERS, LLC P.O. BOX 345 PAOLA, KS 66071	PROJECT NO: TRIANGLE BUILDERS, LLC P.O. BOX 345 PAOLA, KS 66071	CONTRACT DATE: 1/15/2021	
CONTRACT FOR: New Trilway Station			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

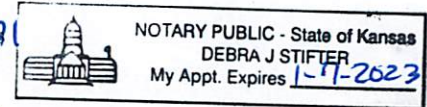
1. ORIGINAL CONTRACT SUM.....	\$	96,300
2. Net change by Change Orders/ Monthly Billing	\$	(16,000)
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	80,300
4. TOTAL COMPLETED & STORED TO DATE.....	\$	16,500
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	1,650
(Columns D + E on G703)		
b. 10 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column I of G703)		
\$	\$	1,650
6. TOTAL EARNED LESS RETAINAGE.....	\$	14,850
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
Total Retainage (Line 5a + 5b or		
\$	\$	14,850
8. CURRENT PAYMENT DUE.....	\$	14,850
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	65,450

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	(16,000.00)	
TOTALS	(16,000.00)	-
NET CHANGES by Change Order	(16,000.00)	

The undersigned Certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 2-25-21
 State of: Kansas
 County of: Miami

Subscribed and sworn to before me this 25th day of Feb, 2021
 Notary Public: Debra J Stifter
 My Commission expires: 1-7-2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \$14,850.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the

By: Richard Zingre Date: 2/26/2021
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Pay Estimate # 1

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO of TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: # 1
 APPLICATION DATE: 2/24/21
 PERIOD TO: 3/1/21
 ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIAL PURCHASED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		% (G + C)			
			(D + E)						
1	Bond	4500		4,500		4,500	100%	-	
2	Mobilization	3000		1,000		1,000	33%	2,000	
3	Bathroom Building								
	Site work	2500		1,000		1,000	40%	1,500	
4	Concrete	3500		2,000		2,000	57%	1,500	
5	Framing	9000		3,500		3,500	39%	5,500	walls framed in the shop
6	Metal Roof	1500						1,500	
7	Painting	1500						1,500	
	Trail Head								
8	Site work	3500						3,500	
9	Concrete	14300		4,500		4,500	31%	9,800	Cost for galvanized anchor angles
10	Framing	30000						30,000	
11	Roofing	4500						4,500	
12	Painting	2500						2,500	
13	Base bid add to match bid amount	16,000						16,000	
14	Change Order # 1	(16,000)						(16,000)	
15									
	Option 2 Library and Bath Remodel	80,300	-	16,500	-	16,500	21%	63,800	-



AFFIDAVIT OF PUBLICATION

NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502

Reference: 103172
Ad ID: 6674419

P.O. :
DESC. :Hearing Mar 11.USDA application

TAMMY SEAMANDS
CITY OF OSAWATOMIE - LEGALS
P.O. BOX 37
OSAWATOMIE, KS 66064-0037

Miami County Republic

(Published in the Miami
County Republic Wed. 2/24/21)

State of Kansas, Miami County, ss:

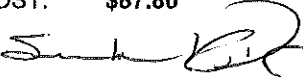
USDA RURAL DEVELOPMENT
COMMUNITY FACILITIES
GRANT/LOAN APPLICATION
PUBLIC HEARING NOTICE

I, Sandra Ridings being duly sworn according to law, state that I am the Legal Advertising Coordinator of the Miami County Republic, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Miami County, Kansas, with a general paid circulation on a weekly basis in Miami County, Kansas; and that said newspaper is not a trade, religious, or fraternal publication. Said newspaper is published at least weekly fifty times a year and has been so published continuously and uninterruptedly in said County and State for a period of more than five years prior to the first publication of the said notice; and has been admitted to the post office of Paola, in said county as second class matter.

The City of Osawatomie has filed a pre-application with the U.S. Department of Agriculture, Rural Development, for financial assistance to acquire 800 megahertz (MHz) radios. The area to be served by this proposed project includes the entire service area for the Osawatomie Fire District (Approx. 109 sq. miles), the service area for the Water Rescue (Swift Water and Dive) Team housed in Osawatomie (Approx. 590 sq. miles) and the City of Osawatomie Police department which serves the corporate limits of the City (approx. 5.43 sq. miles). Our Water Rescue team responds to surrounding counties to perform and assist with water rescue operations. They have been dispatched to all of our counties bordering Miami County as well as Coffey County to perform a search and recovery. Our Fire Department has also responded out west to the state's two largest wildland fires in recorded history working side by side thousands of firefighters from across the country. These radios will allow all of our public safety departments of the City of Osawatomie to communicate with each other, as well as, the other agencies in the County that are already on the 800 MHz radio system. A meeting regarding the proposed project will be held on March 11th, 2021 at 6:30 p.m. at Memorial Hall located at 411 11th Street, Osawatomie, KS. The public is invited to attend this meeting and to provide comments on the proposed project.

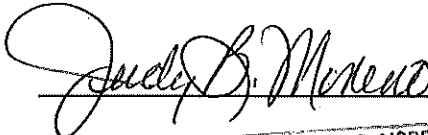
That this notice, a true copy of which is hereto attached, was published in the regular and entire issue of said weekly newspaper as follows, to-wit:

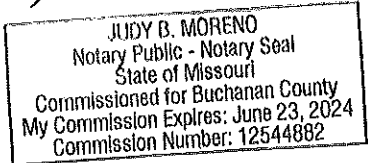
Run Dates: 02/24/21 to 02/24/21
Appearances: 1
AD SPACE: 90
TOTAL COST: \$87.80

(Signed) 

Subscribed and sworn before me this
25 day of Feb. 2021

Tammy Seamands
City Clerk
02/24/21

 Notary Public



My Commission Expires: 6/23/24



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	
	Date:	March 11, 2021
City Manager	From:	Mike Scanlon

RE: Appointment of EMP 1 & KMEA-Representatives

RECOMMENDATION: That the City Council appoint Michael Scanlon as the KMEA Director #2 and for the alternate for EMP1 and appoint Tammy Seamands as the KMEA alternate director.

DETAILS: Each EMP1 member city is required to have one representative and one Alternate on its Board. Each representative should be appointed by the City Council and will serve the remaining term.

Currently the appointments are as follows:

Representative: Terry Upshaw expires 4/30/2022
 Alternate: Jason Folsom expires 4/30/2022

Also, according to KMEA’s Bylaws, each KMEA member city is required to have two Directors and one Alternate on its Board of Directors. Each Director should be appointed by the City Council and will serve the remaining term.

Currently the appointments are as follows:

Director # 1: Terry Upshaw expires 4/30/2022
 Director #2: Jason Folsom expires 4/30/2022
 Alternate: Mark Govea expires 4/30/2022

KMEA asks that Directors be able to attend KMEA’s Board of Directors Meetings in the Spring and Fall.

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



CERTIFICATE – ALTERNATE

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.7 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the ____ day of _____, ____; and

Name:	_____	Title:	_____
Address:	_____		
City:	_____	State:	_____
		Zip Code:	_____
Office Phone:	_____	Cell Phone:	_____
		Fax:	_____
Email Address:	_____		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for the term indicated below:

Term expiring _____
Permanent

The above appointed Alternate is **is** **is not** (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate given this ____ day of _____, ____.

City Clerk

_____, Kansas



CERTIFICATE – DIRECTOR-2 (UNEXPIRED TERM)

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to fill an **unexpired term** on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.6 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the ____ day of _____, ____; and

Name:	_____	Title:	_____
Address:	_____		
City:	_____	State:	_____
		Zip Code:	_____
Office Phone:	_____	Cell Phone:	_____
		Fax:	_____
Email Address:	_____		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to fill an unexpired term on the KMEA Board of Directors; the term to begin immediately upon execution of this Certificate and end on April 30, _____.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this ____ day of _____, _____.

City Clerk

_____, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

EXCERPT OF BYLAWS OF KANSAS MUNICIPAL ENERGY AGENCY
ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as “Director-1” and “Director-2”.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. **Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement.** Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this **Article V**.

Section 5.2. Voting Powers. Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in **Article XII** hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member’s behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.



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

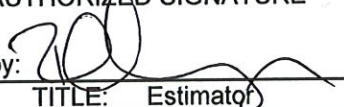
PROPOSAL

PROPOSAL SUBMITTED TO Tammy Seamond	PHONE 755-2146	DATE 2/10/2021
Osawatomie City Hall STREET 509 5th Street	JOB NAME Public Works Building - new roof & wall panels/insulation	
CITY, ST, ZIP Osawatomie, KS 66064	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 Osawatome
439 Main Street
Osawatome, KS 66064

Re: Osawatome Public Works Building
820 Lincoln Avenue
Osawatome, 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 Osawatome 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).

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

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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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		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



**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 REPAINT, 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*

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



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9.A
	Date:	March 8, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 851 – A Resolution establishing a framework for the fuel adjustment on customer electric bills caused by the weather event of mid-February, 2021.

RECOMMENDATION: Approve Resolution 851 a Resolution establishing a framework for the fuel adjustment on customer electric bills caused by the weather event of mid-February, 2021.

DETAILS: Resolution 851 includes the following direction,

- 1. Calculation.** That the City Manager determine the amount of the “Price Spike” in the electric utility in February, 2021.
- 2. Framework.** That the City Manager then develop a framework with at least three options for spreading the “Price Spike” over time.
- 3. Presentation.** That the City Manager present to the City Council a framework and formal plan for the City Council to consider at their March 25, 2021 City Council meeting.

This resolution works in tandem with Resolution 850 that allowed for the issuance of **No Fund Warrants** and also with Resolution 852 and Ordinance 3794 that allow for the City to borrow funds from the **City Utility Low-Interest Loan Program** that will be considered at tonight’s meeting as well.

A RESOLUTION ESTABLISHING A FRAMEWORK FOR THE FUEL ADJUSTMENT ON CUSTOMER ELECTRIC BILLS CAUSED BY THE WEATHER EVENT OF MID-FEBRUARY.

WHEREAS, the City of Osawatomie, 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, the City Council for the City of Osawatomie, Kansas approved Resolution 849 Declaring a Local Financial Emergency on February 25, 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 found and determined 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

WHEREAS, the governing body of the City is contemplating the approval of Resolution 852 and Ordinance 3794 to take advantage of a \$100,000,000 short-term loan program that was established by the State of Kansas.

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

SECTION 1. Calculation. That the City Manager determine the amount of the “Price Spike” in the electric utility in February, 2021.

SECTION 2. Framework. That the City Manager then develop a framework with at least three options for spreading the “Price Spike” over time.

SECTION 3. Presentation. That the City Manager present to the City Council a framework and formal plan for the City Council to consider at their March 25, 2021 City Council meeting

ADOPTED this 11th day of March 2021 and **SIGNED** by the Mayor.

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9.B
	Date:	March 8, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 852 – A Resolution authorizing the City of Osawatomie, Kansas to apply for the City Utility Low-Interest Loan Program in an amount to not exceed \$700,000.

RECOMMENDATION: Approve 852 – A Resolution authorizing the City of Osawatomie, Kansas to apply for the City Utility Low-Interest Loan Program in an amount to not exceed \$700,000.

DETAILS: Resolution 852 works in tandem with Ordinance 3794 for to allow the City to borrow from the State of Kansas’ City Utility Low-Interest Loan Program that was established in law last Wednesday, March 3, 2021.

RESOLUTION NO. 852

A RESOLUTION AUTHORIZING THE CITY OF OSAWATOMIE, KANSAS TO APPLY FOR THE CITY UTILITY LOW-INTEREST LOAN PROGRAM FOR THE PURPOSE OF OBTAINING A LOAN FROM THE STATE OF KANSAS TO FINANCE EXTRAORDINARY ELECTRIC COSTS INCURRED DURING THE EXTREME WINTER WEATHER EVENT OF FEBRUARY 2021.

WHEREAS, the health, safety, and economic well-being of our residents is the top priority for the governing body of the City of **39TOSAWATOMIE**, Kansas (the “City”); and

WHEREAS, on February 14, 2021, pursuant to the Kansas Emergency Management Act, Chapter 48, Article 9, of the Kansas Statutes Annotated, Governor Laura Kelly proclaimed a State of Disaster Emergency, recognizing power outages and critical energy supply shortages were anticipated; and

WHEREAS, during February 2021, the City faced a winter weather emergency that resulted in extraordinary electric costs; and

WHEREAS, annually, the City budgets \$4,100,000 to cover the costs associated with electricity needs; and

WHEREAS, as of this date, the City estimates it will have an obligation to pay a total of \$4,800,000 in electricity as a result of the unprecedented prices charged during the extreme winter weather conditions in February 2021; and

WHEREAS, without emergency action and aid, the increased prices required to purchase natural gas and/or electricity will result in significantly higher than normal utility bills for the citizens of the City threatening the financial health and the physical welfare of the City’s residents and businesses; and

WHEREAS, on March 3, 2021 Governor Laura Kelly signed into law House Substitute for Senate Bill 88, establishing the City Utility Low-Interest Loan Program and authorizing the State Treasurer to distribute up to \$100 million in loans for the purpose of providing loans to cities for extraordinary electric and/or natural gas costs incurred during the extreme winter weather event of February 2021.

THEREFORE, BE IT RESOLVED BY THE CITY OF 39TOSAWATOMIE, KANSAS AS FOLLOWS:

1. The City shall begin the process of borrowing funds in the amount of not to exceed \$700,000 from the State of Kansas through the City Utility Low-Interest Loan Program, to pay the extraordinary electric costs incurred during the extreme winter weather event of February 2021 (the “Extraordinary Costs”). The Governing Body hereby certifies that such amounts are attributable only to extraordinary electric costs incurred during the extreme winter weather event of February 2021 and not to any other utility costs previously budgeted for by the City

2. The Governing Body agrees to the following terms designed to ensure the lawful use of funds and transparency, equity, and accountability:

a. The loan shall be used only for those extraordinary electric costs incurred during the extreme winter weather event of February 2021 as certified by the Governing Body and not for any other utility costs previously budgeted for by the City.

b. The City requests that the term of the loan be for a period of not to exceed 10 years.

c. The interest rate on the loan shall be 2% below the market rate as provided in K.S.A. 75-4237, and amendments thereto, and shall be recalculated on the first business day of January of each year using the market rate then in effect. The minimum interest rate shall be 0.25% if the market rate is below 2.25%.

d. Payments on the loan will begin no later than July 1, 2021. The City requests the loan provide for semi-annual payment arrangements.

e. The City understands that the final terms of the loan, including amortization terms and repayment schedule, will be established through a loan agreement between the City and the State Treasurer's Office. Upon delivery to the City of the form loan agreement, the City will have 5 business days to return an executed loan agreement. In the event the City does not return an executed loan agreement, it will be required to repay the loan in full plus accrued interest. The plan for such repayment must be submitted to the State Treasurer within 5 business days of the City receiving the form loan agreement, and the repayment plan must be accomplished with all reasonable dispatch.

f. The City certifies that if the City receives any federal monies related to the extreme winter weather event of February 2021, the first priority for expenditure of such amounts (or any similar amounts received by the State of Kansas for the benefit of the City) will be the payment of any outstanding balance of the loan made to the City under the City Utility Low-Interest Loan Program as provided in Section 4(b) of the legislation creating the loan program. If the City receives any recoveries as a result of settlement or litigation or other refunds of Extraordinary Costs paid by the City that relate to the extreme winter weather event of February 2021, such amounts (or any similar amounts received by the State of Kansas for the benefit of the City) will be used to pay any outstanding balance of the loan made to the City under the City Utility Low-Interest Loan Program. The City will establish a dedicated source of revenue for repayment of the loan from rates, fees and charges for the use and services furnished by or through its related utility system.

3. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Resolution, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

4. This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 11th day of March 2021 and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9.C
	Date:	March 8, 2021
City Manager	From:	Mike Scanlon

RE: Ordinance 3794– An Ordinance authorizing the execution of a Loan Agreement between the City of Osawatomie, Kansas and the State of Kansas, acting by and through the Kansas State Treasurer, for the purpose of obtaining a loan pursuant to the City Utility Low-Interest Loan program. The loan in an amount to not exceed \$700,000.

RECOMMENDATION: An Ordinance authorizing the execution of a Loan Agreement between the City of Osawatomie, Kansas and the State of Kansas, acting by and through the Kansas State Treasurer, for the purpose of obtaining a loan pursuant to the City Utility Low-Interest Loan program. The loan in an amount to not exceed \$700,000.

DETAILS: Ordinance 3794 works in tandem with Resolution 852 to allow the City to borrow from the State of Kansas’ City Utility Low-Interest Loan Program that was established in law last Wednesday, March 3, 2021.

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. 3794

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF OSAWATOMIE, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS STATE TREASURER FOR THE PURPOSE OF OBTAINING A LOAN PURSUANT TO THE CITY UTILITY LOW-INTEREST LOAN PROGRAM TO FINANCE EXTRAORDINARY ELECTRIC COSTS INCURRED DURING THE EXTREME WINTER WEATHER EVENT OF FEBRUARY 2021; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, on March 3, 2021, Governor Laura Kelly signed into law House Substitute for Senate Bill 88, establishing the City Utility Low-Interest Loan Program and authorizing the State Treasurer to distribute up to \$100 million in loans for the purpose of providing loans to cities for extraordinary electric costs incurred during the extreme winter weather event of February 2021 (the “Act”); and

WHEREAS, the City of **39TOSAWATOMIE**, Kansas (the “City”) has previously adopted Resolution No. 852 authorizing the City to make application to the State Treasurer for a loan pursuant to the City Utility Low-Interest Loan Program (the “Loan”); and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement such loan agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF 39TOSAWATOMIE, KANSAS:

Section 1. Authorization of Loan Agreement. The City is hereby authorized to accept the Loan and to enter into a Loan Agreement with the State of Kansas acting by and through the State Treasurer (the “Loan Agreement”) to finance the extraordinary electric costs incurred during the extreme winter weather event of February 2021 (the “Extraordinary Costs”).

The Loan shall be in the amount of not to exceed \$700,000.

The interest rate on the loan shall be 2% below the market rate as provided in K.S.A. 75-4237, and amendments thereto, and shall be recalculated on the first business day of January of each year using the market rate then in effect. The minimum interest rate shall be 0.25% if the market rate is below 2.25%.

The Loan shall be repaid over a term of not to exceed 10 years. The City has requested semi-annual repayment dates.

The Mayor and Clerk are hereby authorized to execute the Loan Agreement, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. The City hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the

City shall impose and collect such rates, fees and charges for the use and services furnished by or through its Electric utility (the "System"), including all improvements and additions thereto hereafter constructed or acquired by the City as will provide revenues which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement and (d) pay the principal of and interest on all other outstanding bonds or indebtedness of the System; provided, however, no lien or other security interest is granted by the City to the State on the System revenues pursuant to the Loan. If the City receives any federal monies related to the extreme winter weather event of February 2021, the first priority for expenditure of such amounts (or any similar amounts received by the State of Kansas for the benefit of the City) will be the payment of any outstanding balance of the loan made to the City under the City Utility Low-Interest Loan Program as provided in Section 4(b) of the legislation creating the loan program. If the City receives any recoveries as a result of settlement or litigation or other refunds of Extraordinary Costs paid by the City that relate to the extreme winter weather event of February 2021, such amounts (or any similar amounts received by the State of Kansas for the benefit of the City) will be used to pay any outstanding balance of the loan made to the City under the City Utility Low-Interest Loan Program.

In accordance with the Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the City.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication (or publication of a summary thereof) in the official City newspaper.

PASSED by the governing body of the City on March 11, 2021 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9.D
	Date:	March 9, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 853 –A Resolution of the City of Osawatomie, Kansas directing the City Manager to complete the upgrading of the public safety radio system to 800 MHZ and identifying the funding to be used to pay for the radio system upgrade.

RECOMMENDATION: Approve Resolution 853 a Resolution of the City of Osawatomie, Kansas directing the City Manager to complete the upgrading of the public safety radio system to 800 MHZ and identifying the funding to be used to pay for the radio system upgrade.

DETAILS: Miami County began the upgrading of all public safety radios in 2019. The total system cost was estimated at \$6.8 million. That portion attributable to the City of Osawatomie is \$83,368.75. I’ve included the original invoice and the radio units allocated to the City of Osawatomie. The Police Chief will be available to answer any questions related to the radios at the March 11th meeting.

RESOLUTION NO. 853

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
DIRECTING THE CITY MANAGER TO COMPLETE THE
UPGRADING OF THE PUBLIC SAFETY RADIO SYSTEM TO
800 MHZ AND IDENTIFYING THE FUNDING TO BE USED TO
PAY FOR THE RADIO SYSTEM UPGRADE.**

WHEREAS, radios play a key role in delivering public safety services; and

WHEREAS, on August 14, 2018 Miami County Commissioners declared a state of emergency because the VHF radio system had deteriorated to a point that it was beginning to risk the health of Miami County residents; and

WHEREAS, the City of Osawatomie both depends on other agencies and provides other agencies with backup services; and

WHEREAS, without being on the same radio system makes it difficult if not impossible to coordinate services with outside agencies; and

WHEREAS, with the transfer of the City's dispatching operations to the County it's become even more critical to upgrade the public safety radios system,

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

SECTION ONE: That the City complete the upgrade of all public safety radios to the new 800 MHZ system and do so in an expeditious manner.

SECTION TWO: That the City Manager working with the City's Finance Director complete all forms necessary to either secure loans or grants for the Radio System upgrade. This includes grants and loan applications to be presented to the United States Department of Agriculture (USDA).

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of March 2021, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

C-2.4.5 Subscribers and Accessories List

Location	Type	Qty	Nomenclature	Description
Osawatmie PD Portable	APX6000	13	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
Osawatmie PD Portable	APX6000	13	Q806	ADD: ASTRO DIGITAL CAI OPERATION
Osawatmie PD Portable	APX6000	13	H38	ADD: SMARTZONE OPERATION
Osawatmie PD Portable	APX6000	13	Q361	ADD: P25 9600 BAUD TRUNKING
Osawatmie PD Portable	APX6000	13	H869	ENH: MULTIKEY
Osawatmie PD Portable	APX6000	13	Q629	ENH: AES ENCRYPTION
Osawatmie PD Portable	APX6000	13	Q887	ADD: 5Y ESSENTIAL SERVICE
Osawatmie PD Portable	APX6000	13	QA05570	ALT: LI-ION IMPRES 2 IP68 3400 MAH
Osawatmie PD Portable	APX6000	13	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG
Osawatmie PD Portable	APX6000	13	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
Osawatmie PD Mobile	APX6500	10	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
Osawatmie PD Mobile	APX6500	10	G806	ADD: ASTRO DIGITAL CAI OPERATION
Osawatmie PD Mobile	APX6500	10	G51	ENH: SMARTZONE OPERATION APX6500
Osawatmie PD Mobile	APX6500	10	G361	ENH: P25 TRUNKING SOFTWARE APX
Osawatmie PD Mobile	APX6500	10	G442	ADD: O5 CONTROL HEAD
Osawatmie PD Mobile	APX6500	10	G444	ADD: APX CONTROL HEAD SOFTWARE
Osawatmie PD Mobile	APX6500	10	G67	ADD: REMOTE MOUNT MID POWER
Osawatmie PD Mobile	APX6500	10	G174	ADD: ANT 3DB LOW-PROFILE 762-870
Osawatmie PD Mobile	APX6500	10	W22	ADD: STD PALM MICROPHONE APX
Osawatmie PD Mobile	APX6500	10	B18	ADD: AUXILIARY SPKR 7.5 WATT
Osawatmie PD Mobile	APX6500	10	GA00235	ADD: NO GPS ANTENNA NEEDED
Osawatmie PD Mobile	APX6500	10	GA00318	ADD: 5Y ESSENTIAL SERVICE
Osawatmie PD Mobile	APX6500	10	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
Osawatmie PD Mobile	APX6500	10	G843	ADD: AES ENCRYPTION APX



Invoice

Miami County, Kansas
 201 South Pearl, Suite 200
 Paola, KS 66071
 (913) 285-6465 F: (913) 294-9163

Date: September 10, 2020 Invoice #: 20200910

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

Payment Terms
 Due upon receipt

Qty			Line Total
1.00	Motorola Radios See attached detail listing from Section C-2.4.5 of Miami County, KS contract C19-10-019 with Motorola Solutions, Inc.	\$ 83,368.75	\$ 83,368.75
		Subtotal	\$ 83,368.75
		Sales Tax	
		Total	\$ 83,368.75

Make all checks payable to Miami County, Kansas
 Thank you for your business!

201 South Pearl, Suite 200, Paola, KS 66071 (913) 285-6465 (913) 294-9163



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	March 11 th , 2021
City Manager	From:	Mike Scanlon

RE: Resolution 854 – A Resolution Authorizing the Execution of the Contract and Other Documentation for a CDBG Grant Related to the Repair of the Wastewater Treatment Plant

RECOMMENDATION: That Council approve Resolution 854 Authorizing the Execution of the Contract and Other Documentation for a CDBG Grant Related to the Repair of the Wastewater Treatment Plant

DETAILS: The City was awarded a CDBG grant in the amount of \$600,000 to help repair our WWTP. The next step in the process is to finalize the contract and other administrative processes that our grant administrator (Garrett Nordstrom with Governmental Assistance Services) helps us coordinate and complete. Resolution 813 was the original resolution related to this process and granted us approval to apply for the grant.

Related Statute / City Ordinances	Resolution 813
Line Item Code/Description	N/A
Available Budget:	N/A

CITY OF OSAWATOMIE, KANSAS

RESOLUTION NO. 853

A RESOLUTION AUTHORIZING THE EXECUTION OF THE CONTRACT AND OTHER DOCUMENTATION FOR A CDBG GRANT RELATED TO THE REPAIR OF THE WASTEWATER TREATMENT PLANT.

WHEREAS, securing the health, safety, and economic well-being of residents of the City of Osawatomie is of the highest priority of the City Council; and

WHEREAS, the City worked with Governmental Assistance Services to apply for a Community Block Development Grant for the repair of our Wastewater Treatment Plant; and

WHEREAS, the City has been awarded \$600,000 in CDBG funds contingent on the completion of certain administrative documentation and the execution of the final contract.

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

Section 1. The Governing Body hereby directs the City Manager to undertake the actions necessary to execute the contract and other documentation necessary to complete the requirements as laid out by the Community Development Block Grant program.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of March, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

February 15, 2021

The Honorable Mark Govea
Mayor, City of Osawatomie
439 Main Street
PO Box 37
Osawatomie, KS 66064

RE: Condition Letter for CDBG Grant No. 21-PF-027 Contract

Dear Mayor Govea:

Congratulations for being selected to receive a 2021 Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$600,000, which will fund a sewer project. Added to the local contribution of \$2,360,500, the total estimated project cost will be \$2,960,500.

A Grantee Workshop will be held for public entities awarded funds. The Grantee is **required** to attend this training to receive instructions on how to begin the grant process. The workshop will be held virtually on February 25, 2021 at 10:00 a.m. An email invitation will be forthcoming with instructions for attending the workshop. Please notify your CDBG Project Manager if you have an LMI survey that needs approved to make arrangements for review.

To secure the CDBG funding in this Condition Letter, the following item(s) must be resolved by April 25, 2021.

The City must confirm that matching funds are committed.

A contract must be fully executed between the Grantee and the State by April 25, 2021. The contract start date for this award is March 1, 2021. **This Condition Letter is part of the CDBG contract, please read carefully.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

The Honorable Mark Govea
Mayor, City of Osawatomie
February 15, 2021
Page 2

The project's construction contract must be awarded within one year from the contract start date of March 1, 2021. Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.

The CDBG funds awarded in this Condition Letter are contingent upon the State's receipt of funds from the U.S. Department of Housing & Urban Development.

The Department looks forward to assisting you to implement this project. If you have any questions related to this award, please contact Linda Hunsicker of the CDBG staff at (785) 215-4484.

Sincerely,



Kayla Savage
Community Development Division Director

KS:GE:cav

STATE OF KANSAS
GRANT AGREEMENT NO. **21-PF-027**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Osawatomie

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Osawatomie**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANURARY 25, 2021**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

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

III. Description of Activities

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

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 1, 2021**, hereinafter called the "Commencement Date," and shall be complete on **FEBRUARY 28, 2023**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$600,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$2,360,500** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$600,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

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

VI. Indemnification

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

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

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

IX. Program Costs

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

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

X. Requisition of Grant Funds

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

XI. Depositories for Program Funds

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

XII. Financial Management

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

XIII. Monitoring and Reporting

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

XIV. Procurement Procedures

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

XV. Bonding Requirements

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

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
- A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

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

XVII. Program Close-out Procedures

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

XVIII. Termination for Convenience

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

XIX. Suspension or Termination-for-Cause

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

XX. Audit Requirements

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

XXI. Retention of and Access to Records

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

XXII. Conflict of Interest

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

XXIII. Equal Opportunity

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

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

XXIV. Waiver of Enforcement

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

XXV. Reversion of Assets

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

XXVI. Budget Amendments and Other Changes

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

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

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

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

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20 _____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Osawatomie Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

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

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 25, 2021**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **FEBRUARY 28, 2023** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **MAY 28, 2023**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

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

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

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

Date

Official

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

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment	\$ 600,000	\$ 1,782,500	USDA	\$ 2,382,500
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 234,000	USDA	\$ 234,000
i. Construction Inspection		\$ 234,000	USDA	\$ 234,000
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 600,000	\$ 2,250,500		\$ 2,850,500
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities		\$ 40,000	USDA	\$ 40,000
b. Legal		\$ 70,000	USDA	\$ 70,000
c. Audit				\$ -
Administration Total	\$ -	\$ 110,000		\$ 110,000
ALL ACTIVITIES TOTAL	\$ 600,000	\$ 2,360,500		\$ 2,960,500



City of Osawatอมie

ACTION ITEM SUMMARY	Item Number:	9.F
	Date:	March 9, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 855 – Licensing Agreement to be submitted to Osawatอมie State Hospital (OSH) on the development of a Mountain Bike (MTB) Course located roughly on the southwestern edges of the OSH Campus.

RECOMMENDATION: Approve Resolution 855 a Resolution directing the City Manager to work with Osawatอมie State Hospital (OSH) on the development of a Mountain Bike (MTB) Course located roughly on the southwestern edges of the OSH Campus.

DETAILS: Working with OSH the City would like to develop a MTB Course on the southwestern edges of the OSH Campus. The Licensing Agreement is attached. Additionally, the City of Osawatอมie has applied for various grants through the Kansas Department of Transportation (KDOT) and the Kansas Department of Parks, Recreation and Tourism (KDPRT) for potential grant dollars to help in the development to this MTB course and other trails in and around the Osawatอมie community.

RESOLUTION NO. 855

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION OF THE CITY COUNCIL OF OSAWATOMIE, KANSAS, DIRECTING THE CITY MANAGER TO WORK WITH THE OSAWATOMIE STATE HOSPITAL ON A LICENSING AGREEMENT FOR AN OUTDOOR MOUNTAIN BIKE COURSE TO BE LOCATED ON HOSPITAL 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 has seen a marked increase in bike and bike-related traffic to our community; and

WHEREAS, mountain bikes and mountain bike courses have attracted national headlines over the last year as people look for new outdoor recreation during the pandemic; and

WHEREAS, the Osawatomie State Hospital is actively searching for new and inventive ways to give back to the community at-large and strengthen the bond between the City and the Hospital; and

WHEREAS, the Hospital has an undeveloped expanse of property on the southwest side of its grounds that it would like to see utilized for the betterment of the community.

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 Osawatomie State Hospital on the development of the mountain bike course.

Section 2: That the City Manager present to the Hospital the necessary documents and information so that they may consider the approval of a Licensing Agreement that allows for the use of State Hospital land as the primary location for a public mountain bike course.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of March, 2021, a majority voting in favor of.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	INVALID	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	2,537,693.45_
			TOTAL:	2,537,693.45
NON-DEPARTMENTAL	GENERAL OPERATING	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	805.21
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	2,726.56
			KS WITHHOLDINGS	2,633.79
	MISCELLANEOUS	MATTHEW LANG	MATTHEW LANG:COURT FINES F	265.00
		CLYDE BAYSINGER	CLYDE BAYSINGER: BOND REIM	1,000.00
		FAT BOY ELECTRIC	FAT BOY ELECTRIC:CONTR. LI	100.00
	GUARDIAN		INSURANCE PAYABLE	159.19
			INSURANCE PAYABLE	162.41
			CRITICAL ILL INS PAYABLE	123.88
			CRITICAL ILL INS PAYABLE	124.40
			DISABILITY INSURANCE	117.81
			DISABILITY INSURANCE	118.66
			DENTAL INSURANCE	266.35
			DENTAL INSURANCE	282.90
			EMPLOYEE LIFE INSURANCE	194.57
			EMPLOYEE LIFE INSURANCE	193.48
			EMPLOYEE LIFE INSURANCE	194.76
			VISION INSURANCE	49.89
			VISION INSURANCE	52.33
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	800.72
			MEDICAL INSURANCE	829.74
			MEDICAL INSURANCE	1,354.49
			MEDICAL INSURANCE	1,677.73
			MEDICAL INSURANCE	1,413.04
			MEDICAL INSURANCE	1,413.04
		KANSAS PAYMENT CENTER	CHILD SUPPORT	490.17
			CHILD SUPPORT	490.17
			CHILD SUPPORT	399.35
			CHILD SUPPORT	399.35
		KPERS	KPERS 2	1,485.09
			KPERS 2	1,456.37
			KPERS	2,723.58
			KPERS	2,558.70
			KPERS LIFE INSURANCE	79.41
		VANTAGEPOINT TRANSFER	ICMA	360.00
			ICMA	360.00
		EFTPS	FEDERAL WITHHOLDINGS	5,480.84
			FEDERAL WITHHOLDINGS	5,338.90
			SOCIAL SECURITY WITHHOLDIN	4,378.78
			SOCIAL SECURITY WITHHOLDIN	4,445.42
			MEDICARE WITHHOLINGS	1,024.05
			MEDICARE WITHHOLINGS	1,039.67
		OSAWATOMIE GOLF COURSE	GOLF MEMBERSHIP	54.76
			GOLF MEMBERSHIP	54.76_
			TOTAL:	49,679.32
ADMINISTRATION	GENERAL OPERATING	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	5,306.33
			ANNUAL MAINTENANCE	11,127.27
		CARROT TOP INDUSTRIES INC	US & STATE FLAGS	85.64
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	1.50
			CITY OF OSAWATOMIE	635.76
		NAVRAT'S OFFICE PRODUCTS INC	WHITE COPY PAPER	199.50
			NAVRAT'S OFFICE PRODUCTS I	168.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		FIRST OPTION BANK	MIRACLE ON MAIN	40.00
			MIRACLE ON MAIN	105.87
			PRIME MEMBERSHIP	119.00
			SWIFTER	23.94
			DUST MOP CLEANER	49.00
			CALENDARS	12.00
			USB	18.99
			COFFEE FILTERS	8.54
		KANSAS DEPT OF REVENUE	2021 - KS CEREAL MALT BEVE	125.00
		KANSAS GAS SERVICE	GAS SERVICE	2,138.29
		KANSAS MAYORS ASSOCIATION	MEMBERSHIP DUES 2021	50.00
		REEVES WIEDEMAN COMPANY	BRASS CLOSET SPUD & WAX RI	37.50
			SPUD COUPLING, WASHER	72.62
		WAL-MART COMMUNITY BRC	DECOR, HOOKS, SUPPLIES	1,911.63
			WM BBQ & PP COFFEE	30.64
		KSGFOA	TAMMY SEAMANDS MEMBERSHIP	75.00
		QUILL CORPORATION	GLOVES & COPY PAPER	13.98
		CITY ATTORNEYS ASSOC OF KS	2021 MEMBERSHIP	35.00
		MISCELLANEOUS DAVIS, RUSSELL	DAVIS, RUSSELL: TRASH REIM	756.00
		NPG NEWSPAPERS INC	TRASH PROGRAM & PRINT & DE	1,670.25
			LEGAL ADVERTISEMENT	74.40
			12 MONTH SUBSCRIPTION 2021	50.67
		DONNA & VIOLA'S SHIRTS & ETC.	CAPS FOR W/M	135.00
		TALLEY, DEBBIE	JANUARY 2021 MH CUSTODIAN	375.00
		KACM	2021 FULL KACM DUES - MEDI	200.00
		CITYCODE FINANCIAL LLC	2021 ANNUAL FEE	1,250.00
		WEX BANK	FUEL	0.00
		WASTE MANAGEMENT	REFUSE	17.80
		PALACE HARDWARE	EZ SNAP TOILET BOLT KIT	6.01
			EZ INSTALL & 4'' PVC	40.88
			TOILET REPAIR PARTS	0.75
			PVC PARTS	10.20
			TOILET REPAIR PARTS	7.20
		VANTAGEPOINT TRANSFER	ICMA	18.75
			ICMA	18.75
		CENTURYLINK	TELEPHONE SERVICE	53.00
		RICOH USA, INC.	COPIES - CITY MANAGER OFFI	65.87
		RICOH USA, INC.	COPIER LEASE	260.47
		RICOH USA, INC.	COPIER	82.66
			COPIER LEASE	128.31
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.00
		EVERGY	ELECTRIC SERVICES	18.14
		HOWELL, JENNIFER M	CDBG-CV CARES FUNDING	4,072.40
		PETROSKEY, DOUGLAS	CDBG-CV CARES FUNDING	10,000.00
		LOFT ON SIXTH LLC	CDBG-CV CARES FUNDING	12,000.00
		BROCE, DONNA KAY	CDBG-CV CARES FUNDING	3,677.95
		WENDT, TERESA M	CDBG-CV CARES FUNDING	12,000.00
		ZIP PUBLISHING 2021	M HAYES BOOK - CONT. RIVER	1,256.60
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	945,828.19
			TOTAL:	1,016,496.65
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	BUSINESS CARDS	21.85
			TOOL CART & ORGANIZER	68.59
			RUBBER BANDS	16.00
			COLORLED PENCILS	11.96
			RIGID TOOL	39.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DRONE	349.98
		FAMILY CENTER FARM & HOME	HOSE COUPLNG, NOZZLE	17.43
		RURAL WATER DIST. #1	RURAL WATER SERVICE	16.96
			RURAL WATER SERVICE	30.02
			RURAL WATER SERVICE	16.92
			RURAL WATER SERVICE	70.91
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	50.00
		MISCELLANEOUS AACE	AACE: CODE ENFORCEMENT COU	100.00
		WEX BANK	FUEL	169.96
		KASPER AUTO PARTS	CORE DEPOSIT, FILTER, SWIT	554.24-
			SPARK PLUG, FILTER, TIE RO	171.40
			BRAKE PADS	36.99
		VANTAGEPOINT TRANSFER	ICMA	40.00
			ICMA	40.00
		EVERGY	ELECTRIC SERVICES	378.24
		KANSAS ASSOCIATION OF CODE ENFORCEMENT	ED BEAUDRY & DAVID ELLIS M	200.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	257,673.27_
			TOTAL:	258,965.24
POLICE	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	US & STATE FLAGS	85.65
		LANG CHEVROLET BUICK GMC INC	PIPES	74.83
			RETAINER	35.80
		BREWER'S AUTOMOTIVE REPAIR INC	LABOR & VEHICLE REPAIRS	1,305.50
			TIRE REPAIR-REPLACE	22.15
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	702.16
		O'REILLY AUTO PARTS	BRAKE TOOLS	59.99
			BRAKE TOOLS	59.99-
			INSULATOR	3.86
			CONNECTOR & WIRE CONDUIT	31.93
			OIL PRESSURE SW	14.35-
		FIRST OPTION BANK	BRADSHAW TRAINING	695.00
			HOOD SUPPORT	48.84
			SWING ARM MOUNT	164.60
			MOUTH PIECES	97.43
			PLATES, CUPS, CUTLERY, TOW	95.88
			VELCRO BADGE PERFECT FIT	32.00
			CUSTOM COINS	1,700.00
			CHARGER BASE	41.60
			PANTS	21.24
			OIL PRESSURE SENSOR	14.35
			SALES TAX CREDIT	5.64-
		KANSAS GAS SERVICE	GAS SERVICE	77.75
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	45.00
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	19.85
		MISCELLANEOUS WILLIAM BRADSHAW	WILLIAM BRADSHAW: REIMBURS	88.00
		REJIS COMMISSION	LEWEB SUBSCRIPTION & ACCES	36.85
			LEWEB SUBSCRIPTION & ACCES	125.00
		WEX BANK	FUEL	938.81
		WASTE MANAGEMENT	REFUSE	20.99
		PALACE HARDWARE	AXON POSTAGE	27.29
		KASPER AUTO PARTS	BELT IDLER PULLY & AIR FIL	71.41
			VALVE COVER GASKET SET	36.37
			BELT IDLER PULLY	16.37
			FUEL FILTER	12.24
			AIR FILTER & CABIN FILTER	21.18
			REAR BRAKE PADS & ROTORS	214.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			PULLY VALVE CVR GASKET SET	58.20-
			SPARK PLUG - IRIIDIUM	49.80
			GOLD AIR FILTER	37.16
			ENGINE TORUE STRUT	53.60
			BOLTS, ACCESSRY, PUSH RET	45.52
			SHLD/RVI	9.56
			EXHAUST INSULATOR	2.08
		VANTAGEPOINT TRANSFER	ICMA	31.25
			ICMA	31.25
		CENTURYLINK	TELEPHONE SERVICE	68.94
		RICOH USA, INC.	COPIES	98.65
		RICOH USA, INC.	COPIER LEASE	214.43
		REDISHRED KANSAS INC.	SHREDDING SERVICE	40.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	1,889,393.21_
			TOTAL:	1,896,921.56
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	129.55
		KANSAS GAS SERVICE	GAS SERVICE	455.80
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	65,530.80_
			TOTAL:	66,116.15
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	31.80
			CITY OF OSAWATOMIE	141.66
			CITY OF OSAWATOMIE	1.50
			CITY OF OSAWATOMIE	531.90
		O'REILLY AUTO PARTS	SPARK PLUG	109.71
			IGN COIL CN	37.19
		FAMILY CENTER FARM & HOME	COUPLING	0.44
			TOW STRAPS, BOOTS, NUTS	72.99
			TOW STRAPS, BOOTS, NUTS	99.99
		KNAPHEIDE TRUCK EQUIP. CO	CUTTING EDGE ASSY & KIT	1,823.07
		KANSAS GAS SERVICE	GAS SERVICE	416.12
		AMERICAN EQUIPMENT CO.	CUTTING EDGE 10'-5/8 BOLT	502.16
			SHAFT, SPROCKET, BOLT, NUT	311.70
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	41.00
		LOGAN CONTRACTORS SUPPLY INC	HOSE, COUPLING BRASS	16.75
		WEX BANK	FUEL	374.36
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		WASTE MANAGEMENT	REFUSE	69.67
		KASPER AUTO PARTS	CONNECTOR	13.64
			CONNECTOR	22.27
			14DR DELUXE RATCHET	10.90
			CONNECTOR	17.82
			AIR FILTER	23.54
		CCL SUPPLY, LLC	ZEP CLEANERS, ULTRA WIPE	406.41
		SCHNEIDER GEOSPATIAL, LLC	2021 ANNUAL CORE SETUP	1,615.00
		VLP	GAS STRUT & SEAL	344.53
			KITS, SEALS, STUDS	191.13
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	270,696.61_
			TOTAL:	277,952.43
PARKS & CEMETERIES	GENERAL OPERATING	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	444.31
		CARROT TOP INDUSTRIES INC	US & STATE FLAGS	132.38
		BREWER'S AUTOMOTIVE REPAIR INC	TIRE DISPOSAL	30.50
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	31.80
			CITY OF OSAWATOMIE	141.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CITY OF OSAWATOMIE	46.60
		FIRST OPTION BANK	FOLGERS COFFEE	15.00
		KC BOBCAT	BELT TENSIONER KIT & FAN B	268.91
		FAMILY CENTER FARM & HOME	GREESE GEAR BOX, GUN PARTS	89.47
			LYNCH PINS, GASKETS	21.47
			HOSE MENDER & FITTING	4.32
			TOW STRAPS, BOOTS, NUTS	28.99
		RURAL WATER DIST. #1	RURAL WATER SERVICE	16.92
			RURAL WATER SERVICE	16.92
		CHAMPION BRANDS LLC	ALL FLEET OIL, BRAKE CL, C	836.59
			BLASTER CHAIN & CABLE LUBE	19.56
			AC PRO VENT & DUCT CLEANER	92.34
			CONTAINER REFUND	20.00-
		QUILL CORPORATION	CLOROZ DSNFCT WIPES	9.98
			GLOVES & COPY PAPER	23.38
		BOWES AUTOMOTIVE PRODUCTS	OIL FILTERS, PATCH, VALVE	77.50
			FILTERS, VAVLE STEMS, SEAL	68.55
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	260.00
		WEX BANK	FUEL	302.78
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		WASTE MANAGEMENT	REFUSE	69.68
		PALACE HARDWARE	TOOL BIN	10.99
		KASPER AUTO PARTS	SPARK PLUG	37.62
			WHEEL NUT	96.00
			NAPA NON-DETER 30 QT	6.57
			MOTOR TUNE UP 16 OZ	41.94
		EVERGY	ELECTRIC SERVICES	18.14
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	431,873.87_
			TOTAL:	435,143.31
FIRE	GENERAL OPERATING	CARROT TOP INDUSTRIES INC	US & STATE FLAGS	85.65
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	412.91
		HANAYA LLC	GIBBONS SERVICE	42.19
		KANSAS GAS SERVICE	GAS SERVICE	670.02
		FELD FIRE	AIR COMPRESSOR SAFETY VALV	156.51
		WEX BANK	FUEL	20.44
		WASTE MANAGEMENT	REFUSE	278.71
		KWIKOM COMMUNICATIONS	FIBER CONNECTION FIRE DEPT	3,059.54
		KASPER AUTO PARTS	CORE DEPOSIT, FILTER, SWIT	66.00
			CORE DEPOSIT, FILTER, SWIT	170.74
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	131,084.20_
			TOTAL:	136,046.91
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	COURT REVENUE - DEC 2020	1,087.50
		QUILL CORPORATION	BLACK TONER, FASTENER, LAB	137.83
		NICHOLSON DASENBROCK & HARTLEY LC	ATTORNEY FEES	1,500.00
		LAW OFFICE OF SHEILA M.SCHULTZ	JANUARY 2021 MUNICIAL COUR	2,060.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	90,230.66_
			TOTAL:	95,015.99
LEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	7.50_
			TOTAL:	7.50
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	234.99
		FIRST OPTION BANK	EQUAILTY TRAINING	237.24
			CHRISTMAS MUGS	53.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DVDS	19.96
			DATA LOG & CLASSIFICATION	200.00
			FOOD - EL PORTRO	87.19
		KANSAS GAS SERVICE	GAS SERVICE	246.17
		OSAWATOMIE ROTARY CLUB	MOON DUES 010121-063021	120.00
		SCHINDLER ELEVATOR CORPORATION	ELEVATOR ANNUAL INSPECTION	1,491.60
		WASTE MANAGEMENT	REFUSE	61.68
		MIDWEST TAPE	ELECTRONIC MEDIA	133.24
		CENTURYLINK	TELEPHONE SERVICE	50.83
		RICOH USA, INC.	COPIES LIBRARY	98.88
		ROMERO, AURORAH	LIBRARY CLEANING	60.00
			LIBRARY CLEANING	60.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	228,730.64_
			TOTAL:	231,886.10
TECHNOLOGY	GENERAL OPERATING	FIRST OPTION BANK	PHONES	997.93
			WEBSITE BACKUP	8.95
			NETWORK HARDWARE FOR COURT	149.00
			HARDWARE FOR IT	20.99
			KEYBOARDS FOR IT	49.98
			COMPUTER RADIO HARDWARE	43.96
			WEBSITE HOSTING	45.00
			MONITORS FOR CITY CLERK	239.98
			WEBSITE TOLLS	99.99
		VERIZON WIRELESS	PHONE/INTERNET	409.40
		KANSAS FIBER NETWORK LLC	FIBER LINE MAINTENANCE	82,154.00
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	2,005.00_
			TOTAL:	86,224.18
NON-DEPARTMENTAL	WATER	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	66.72
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	277.55
			KS WITHHOLDINGS	313.31
		GUARDIAN	INSURANCE PAYABLE	31.33
			INSURANCE PAYABLE	31.74
			CRITICAL ILL INS PAYABLE	22.44
			CRITICAL ILL INS PAYABLE	22.21
			DISABILITY INSURANCE	30.75
			DISABILITY INSURANCE	29.90
			DENTAL INSURANCE	38.02
			DENTAL INSURANCE	39.67
			EMPLOYEE LIFE INSURANCE	36.47
			EMPLOYEE LIFE INSURANCE	38.10
			EMPLOYEE LIFE INSURANCE	36.47
			VISION INSURANCE	6.71
			VISION INSURANCE	7.05
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	254.23
			MEDICAL INSURANCE	243.45
			MEDICAL INSURANCE	190.99
			MEDICAL INSURANCE	192.93
			MEDICAL INSURANCE	140.16
			MEDICAL INSURANCE	118.75
		KANSAS PAYMENT CENTER	CHILD SUPPORT	32.50
			CHILD SUPPORT	32.50
		KPERS	KPERS 2	286.69
			KPERS 2	286.72
			KPERS	187.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			KPERS	198.73
		EFTPS	FEDERAL WITHHOLDINGS	606.15
			FEDERAL WITHHOLDINGS	651.03
			SOCIAL SECURITY WITHHOLDIN	454.03
			SOCIAL SECURITY WITHHOLDIN	508.15
			MEDICARE WITHHOLINGS	106.16
			MEDICARE WITHHOLINGS	118.83
			TOTAL:	5,637.84
WATER ADMINISTRATION	WATER	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	697.34
		KANSAS MUNICIPAL UTILITIES INC	2021 KMU ELECTRIC MEMB. DU	1,865.50
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	1,750.27
		WASTE MANAGEMENT	REFUSE	69.68
		POSTALOCITY.COM	POSTAGE	900.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	7,446.94
			TOTAL:	12,729.73
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	1,368.79
			CITY OF OSAWATOMIE	79.41
		KANSAS DEPT OF HEALTH & ENVIRO	COLILERT DRINKING WATER	1,808.00
		KANSAS RURAL WATER ASSOC	2021 DUES	920.00
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	7,677.35
		ATCO INTERNATIONAL	PURE & SIMPLE	516.00
			SORBENT PAD ROLL	255.26
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	64.00
		USA BLUE BOOK	CHEMICALS & CHARTS	263.90
			CHEMICALS & CHARTS	705.98
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS & HOODIES	321.30
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	70.00
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		WASTE MANAGEMENT	REFUSE	35.49
		PALACE HARDWARE	WASHERS, NUTS, BOLTS	14.31
		KASPER AUTO PARTS	OIL FILTERS	18.98
			SPARK PLUG, FILTER, FLOW S	77.92
			TIE ROD END OUTER	86.44
		KPERS	KPERS 2	279.03
			KPERS 2	241.20
			KPERS AFTER	14.81
			KPERS AFTER	9.31
			KPERS	97.51
			KPERS	79.23
		EFTPS	SOCIAL SECURITY WITHHOLDIN	223.09
			SOCIAL SECURITY WITHHOLDIN	207.80
			MEDICARE WITHHOLINGS	52.18
			MEDICARE WITHHOLINGS	48.60
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	190,192.89
			TOTAL:	205,757.35
WATER DISTRIBUTION	WATER	UTILITY SERVICE COMPANY INC	ANNUAL WEST WATER TOWER	6,017.58
			ANNUAL EAST WATER TOWER	10,667.52
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	31.80
			CITY OF OSAWATOMIE	38.66
		FAMILY CENTER FARM & HOME	GLOVES	59.98
			DRAIN POWER SNAKE & CLEANE	23.94
			PUMP REPAIR PARTS	90.28
			TOW STRAPS, BOOTS, NUTS	17.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			GLOVE - M	29.99
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	5,294.43
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		WEX BANK	FUEL	262.56
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.58
		CORE & MAIN LP	IPERL 3/4 S	145.97
		WHISTLE REDI-MIX INC	DIGGABLE FILL & HOT WATER	1,110.00
		KPERS	KPERS 2	192.57
			KPERS 2	230.47
			KPERS	210.75
			KPERS	247.71
		EFTPS	SOCIAL SECURITY WITHHOLDIN	230.93
			SOCIAL SECURITY WITHHOLDIN	300.37
			MEDICARE WITHHOLDINGS	53.99
			MEDICARE WITHHOLDINGS	70.27
		SCHNEIDER GEOSPATIAL, LLC	2021 ANNUAL CORE SETUP	1,615.00
		OZARK READY MIX COMPANY	FLOWABLE FILL & HAUL CHARG	656.25
			6 SK A/E HAUL	1,113.50
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	252,142.18_
			TOTAL:	280,901.98
NON-DEPARTMENTAL	ELECTRIC	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	29.58
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	469.05
			KS WITHHOLDINGS	526.90
		MISCELLANEOUS MCCOY, SHIRLEY	01-066500-29	101.23
		JOHNSTON, SHAYNE	01-083900-20	144.94
		FARRELL, SABRINA	01-155500-28	125.06
		DILLON, ADRIAN	01-162100-24	206.65
		COPPENBARGER, JEFF	01-250800-25	7.36
		GUARDIAN	INSURANCE PAYABLE	69.41
			INSURANCE PAYABLE	66.74
			CRITICAL ILL INS PAYABLE	9.77
			CRITICAL ILL INS PAYABLE	9.77
			DENTAL INSURANCE	72.29
			DENTAL INSURANCE	72.19
			EMPLOYEE LIFE INSURANCE	26.31
			EMPLOYEE LIFE INSURANCE	26.31
			EMPLOYEE LIFE INSURANCE	26.31
			VISION INSURANCE	13.57
			VISION INSURANCE	13.56
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	678.42
			MEDICAL INSURANCE	657.02
			MEDICAL INSURANCE	141.05
			MEDICAL INSURANCE	141.05
			MEDICAL INSURANCE	77.03
			MEDICAL INSURANCE	106.59
		KPERS	KPERS 2	309.78
			KPERS 2	305.18
			KPERS	409.47
			KPERS	412.15
			KPERS LIFE INSURANCE	11.65
		VANTAGEPOINT TRANSFER	ICMA	180.00
			ICMA	180.00
		EFTPS	FEDERAL WITHHOLDINGS	860.18
			FEDERAL WITHHOLDINGS	1,017.25
			SOCIAL SECURITY WITHHOLDIN	678.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SOCIAL SECURITY WITHHOLDIN	744.03
			MEDICARE WITHHOLINGS	158.81
			MEDICARE WITHHOLINGS	174.02_
			TOTAL:	9,259.66
ELECTRIC ADMINISTRATIO	ELECTRIC	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	2,442.94
		KANSAS DEPT OF REVENUE	SALES TAX	2,349.87
			SALES TAX	2,571.13
			SALES TAX	3,085.35
			SALES TAX	3,382.92
			SALES TAX	208.20-
		KANSAS MUNICIPAL UTILITIES INC	KMU REGIONAL TRAINING - 1	2,656.00
			2021 KMU ELECTRIC MEMB. DU	3,731.00
		POSTMASTER	PO BOX RENT	194.00
		POSTALOCITY.COM	POSTAGE	2,600.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	11,561.96_
			TOTAL:	34,366.97
ELECTRIC PRODUCTION	ELECTRIC	CARROT TOP INDUSTRIES INC	US & STATE FLAGS	132.38
		KMEA	GRDA JANUARY 2021	67,943.14
		KANSAS GAS SERVICE	GAS SERVICE	47.00
			GAS SERVICE	3,067.91
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	1,220.72
		AT&T	RTU'S	203.82
			RTU'S	222.67
		WAL-MART COMMUNITY BRC	WM BBQ & PP COFFEE	9.94
		CENTURYLINK	RTUS	236.56
		WEX BANK	FUEL	34.99
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		WASTE MANAGEMENT	REFUSE	69.68
			REFUSE	35.49
		PALACE HARDWARE	AIR COMPRESSER PARTS	7.86
		KPERS	KPERS 2	246.24
			KPERS 2	238.69
			KPERS	97.52
			KPERS	79.23
		EFTPS	SOCIAL SECURITY WITHHOLDIN	197.69
			SOCIAL SECURITY WITHHOLDIN	199.70
			MEDICARE WITHHOLINGS	46.23
			MEDICARE WITHHOLINGS	46.70
		EVERGY	ELECTRIC SERVICES	26.88
			ELECTRIC SERVICES	26.80
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	170,870.64_
			TOTAL:	245,337.05
ELECTRIC DISTRIBUTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	TIRES & MOUNT	674.41
		CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	215.56
			CITY OF OSAWATOMIE	38.66
		FAMILY CENTER FARM & HOME	SIMPLE GREEN, NITRILE, CLE	35.77
			BOLTS, THREADS, NUTS, BOLT	25.78
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	4,669.74
		MIAMI LUMBER INC.	CONCRETE MIX #80	16.86
			CONCRETE MIX 80#	56.20
		ALTEC INDUSTRIES INC	RUBBER CUTOUT COVER CI-2	832.26
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		CITY ELECTRICAL SUPPLY COMPANY	LIGHT BULB, STANDARD RAD 9	124.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		WEX BANK	FUEL	347.11
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		ANIXTER INC	LINE POST, PINE POLE, TWIS	89.25
			PIN POLE, CLEVIS, BLT MACH	437.24
			THREADS, NECK, HEAD	246.94
			WASHER, EYENUT, CONNECTOR	237.00
			EYENUT, CONNECTOR, MCM BAR	338.00
			CSG15-100A-100 POLY	948.00
			SCREW LAG STL	229.22
			WIRE 6CU, INSU SUSP, BRKT	738.75
			CLAMP HOTLINE, ROD GROUND,	779.10
			EXTENSION LINK 20''	195.00
			CLAMP PARALLEL GROOVE 8	291.00
			CLAMP HOTLINE BRNZ, GROOVE	632.00
			REPLACEMENT HEATING ELEM	564.39
			REPLACEMENT HEATING ELEM	564.39
			ARM FBRGLS	522.66
			CLAMP, BLTD WEDGE	230.00
		WHISTLE REDI-MIX INC	CONCRETE & CONCRETE DELIVE	172.50
		BORDER STATES INDUSTRIES	SIDE OPENING DEADEND	340.77
		KASPER AUTO PARTS	LAMP	24.98
			DOOR HINGE PIN & HEATER HO	28.88
		KPERS	KPERS 2	263.33
			KPERS 2	263.33
			KPERS	576.06
			KPERS	598.74
		VANTAGEPOINT TRANSFER	ICMA	45.00
			ICMA	45.00
		EFTPS	SOCIAL SECURITY WITHHOLDIN	481.29
			SOCIAL SECURITY WITHHOLDIN	544.32
			MEDICARE WITHHOLDINGS	112.56
			MEDICARE WITHHOLDINGS	127.31
		CCL SUPPLY, LLC	LINER ROLL UTLRA WIPE	402.04
		SCHNEIDER GEOSPATIAL, LLC	2021 ANNUAL CORE SETUP	1,615.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	517,094.19_
			TOTAL:	536,862.56
NON-DEPARTMENTAL	SEWER	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	20.95
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	150.14
			KS WITHHOLDINGS	178.78
		GUARDIAN	INSURANCE PAYABLE	19.97
			INSURANCE PAYABLE	19.01
			CRITICAL ILL INS PAYABLE	5.76
			CRITICAL ILL INS PAYABLE	5.47
			DISABILITY INSURANCE	5.39
			DISABILITY INSURANCE	5.39
			DENTAL INSURANCE	17.32
			DENTAL INSURANCE	17.00
			EMPLOYEE LIFE INSURANCE	7.20
			EMPLOYEE LIFE INSURANCE	6.66
			EMPLOYEE LIFE INSURANCE	7.01
			VISION INSURANCE	3.51
			VISION INSURANCE	3.46
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	97.65
			MEDICAL INSURANCE	100.81
			MEDICAL INSURANCE	24.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICAL INSURANCE	24.32
			MEDICAL INSURANCE	164.16
			MEDICAL INSURANCE	156.01
		KANSAS PAYMENT CENTER	CHILD SUPPORT	13.17
			CHILD SUPPORT	13.17
		KPERS	KPERS 2	54.26
			KPERS 2	54.26
			KPERS	183.40
			KPERS	193.16
		EFTPS	FEDERAL WITHHOLDINGS	334.85
			FEDERAL WITHHOLDINGS	404.71
			SOCIAL SECURITY WITHHOLDIN	224.00
			SOCIAL SECURITY WITHHOLDIN	255.66
			MEDICARE WITHHOLINGS	52.38
			MEDICARE WITHHOLINGS	59.80
			TOTAL:	2,883.75
SEWER ADMINISTRATION	SEWER	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	349.41
		KANSAS MUNICIPAL UTILITIES INC	2021 KMU ELECTRIC MEMB. DU	1,865.50
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	321.98
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		TOMO DRUG TESTING	2021 ADMIN FEE'S	28.57
		KPERS	KPERS 2	89.29
			KPERS 2	89.28
			KPERS	301.69
			KPERS	317.68
		EFTPS	SOCIAL SECURITY WITHHOLDIN	223.99
			SOCIAL SECURITY WITHHOLDIN	255.66
			MEDICARE WITHHOLINGS	52.42
			MEDICARE WITHHOLINGS	59.74
		POSTALOCITY.COM	POSTAGE	500.00
		SCHNEIDER GEOSPATIAL, LLC	2021 ANNUAL CORE SETUP	1,615.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	246,868.15
			TOTAL:	252,957.16
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	481.24
		GRAINGER W.W. INC	CEIL HEATER BELT PRESS BUI	568.57
			LAB SUPPLIES	618.91
		FAMILY CENTER FARM & HOME	PVC PARTS	27.71
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	1,305.61
		CITY ELECTRICAL SUPPLY COMPANY	COUPLINGS, COMPRES, NIPPLE	364.58
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES INC	400.00
		WEX BANK	FUEL	133.92
		WASTE MANAGEMENT	REFUSE	70.98
			SLUDGE HAUL OFF	2,120.12
			SLUDGE HAUL OFF	1,460.98
		PALACE HARDWARE	BV-084 25' RG	6.49
		LLOYD HAROLD	VERIFY CALIBRATION OF FLOW	250.00
			TOTAL:	7,809.11
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	CITY OF OSAWATOMIE	31.80
			CITY OF OSAWATOMIE	38.66
			CITY OF OSAWATOMIE	200.46
		KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	974.00
		LLOYD HAROLD	NORTH PUMP1 SERVICE CALL	360.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
FIRE	RURAL FIRE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	93,645.37_
			TOTAL:	95,250.29
CABIN	TOURISM	CARROT TOP INDUSTRIES INC	US & STATE FLAGS	85.65
		FIRST OPTION BANK	FLAG POLE	1,158.97
		KANSAS GAS SERVICE	GAS SERVICE	75.49_
			TOTAL:	1,320.11
LIGHTS ON THE LAKE	TOURISM	BMI	2021 EVENT LICENSE	364.00
		ASCAP	2021 LICENSE FEE	367.00_
			TOTAL:	731.00
NON-DEPARTMENTAL	GOLF COURSE	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	30.00
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	81.17
			KS WITHHOLDINGS	109.07
		GUARDIAN	DENTAL INSURANCE	18.87
			DENTAL INSURANCE	22.45
			EMPLOYEE LIFE INSURANCE	40.23
			EMPLOYEE LIFE INSURANCE	40.23
			VISION INSURANCE	1.66
			VISION INSURANCE	2.37
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	154.05
			MEDICAL INSURANCE	217.19
		KPERS	KPERS	121.99
			KPERS	121.99
		EFTPS	FEDERAL WITHHOLDINGS	94.98
			FEDERAL WITHHOLDINGS	173.15
			SOCIAL SECURITY WITHHOLDIN	164.63
			SOCIAL SECURITY WITHHOLDIN	181.92
			MEDICARE WITHHOLINGS	38.51
			MEDICARE WITHHOLINGS	42.55_
			TOTAL:	1,657.01
COURSE OPERATIONS	GOLF COURSE	CARROT TOP INDUSTRIES INC	US & STATE FLAGS	85.64
		FIRST OPTION BANK	FUEL	1,409.24
		FAMILY CENTER FARM & HOME	REPAIR STRINGS BROWN	8.97
		MIAMI LUMBER INC.	ANTI RUST & ENAMEL	40.97
		RURAL WATER DIST. #1	RURAL WATER SERVICE	41.70
			RURAL WATER SERVICE	16.92
			RURAL WATER SERVICE	28.05
		PAOLA DO IT BEST HARDWARE	SCREWS & WASHERS	21.50
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	85.00
		MIDWEST TURF INC	BEDKNIFE, LOCK NUTS, MICRO	1,187.63
		PALACE HARDWARE	15MM SOCKET	3.00
			PAINT BRUSHES	4.98
		GREATLIFE WARSAW LLC	MONTHLY CONSULTING FEE	416.00
		KASPER AUTO PARTS	10W30 GTX EPACK & SPARK PL	170.98
			10W30 GTX EPACK & SPARK PL	76.80
		EVERGY	ELECTRIC SERVICES	1,075.16
		GREATLIFE LLC	EQUIPMENT LEASE PROGRAM	3,517.42
			EQUIPMENT LEASE PROGRAM	1,105.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	245,728.27_
			TOTAL:	255,023.72
CLUB HOUSE	GOLF COURSE	CITY OF OSAWATOMIE	CMB LICENSE 2021	75.00
		FIRST OPTION BANK	COFFEE	11.00
		MIDWEST DISTRIBUTORS	BEER	65.85
		KGCSA	ERIC DRAPER 2021 MEMBERSHI	80.00
		CRAWFORD SALES COMPANY	BEER	177.55
		DISH NETWORK	CABE - DISH SERVICES	124.04
		WASTE MANAGEMENT	REFUSE	112.56
		MFA OIL COMPANY	PROPANE	427.46
		HEARTLAND COCA COLA BOTTLING COMPANY	C02 CYL - CYL EMTY 20 LB	240.00
			CYL EMTY 20LB C02	90.00-
			DEPOSIT ON RETURNS	90.00-
		CENTURYLINK	TELEPHONE SERVICE	112.09
		SRIXON / CLEVELAND GOLF / XXIO	BALLS FOR PRO SHOP	126.16
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	14,128.00_
			TOTAL:	15,499.71
FIRE	CIP - GENERAL	PALACE HARDWARE	1/2" EMTS	20.56_
			TOTAL:	20.56
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	20-1414L OSAW. WWTP IMPROV	6,903.00
		GILMORE & BELL PC	CIP SEWER - TRASCRIPTS	2,750.00_
			TOTAL:	9,653.00
PARKS & CEMETERIES	CIP - SPECIAL PROJ	ZINGRE AND ASSOCIATES PA	TRAIL IMPROVEMENTS	490.00_
			TOTAL:	490.00
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KS MUNICIPAL INS. TRUST	2021 WORKERS COMP PREM	74,493.90
		GUARDIAN	ADJUSTMENT TO MATCH PAYROL	167.21-
			DENTAL INSURANCE	770.55
			DENTAL INSURANCE	818.68
			VISION INSURANCE	154.53
			VISION INSURANCE	162.87
		HUMANA INSURANCE CO.	ADJUSTMENT TO MATCH PAYROL	2,966.56
			MEDICAL INSURANCE	3,817.67
			MEDICAL INSURANCE	3,817.67
			MEDICAL INSURANCE	4,021.88
			MEDICAL INSURANCE	4,695.94
			MEDICAL INSURANCE	4,295.84
			MEDICAL INSURANCE	4,674.66
		KPERS	KPERS 2	2,442.97
			KPERS 2	2,395.72
			KPERS AFTER	133.32
			KPERS AFTER	134.82
			KPERS	4,680.97
			KPERS	4,495.92
		EFTPS	SOCIAL SECURITY WITHHOLDIN	4,543.43
			SOCIAL SECURITY WITHHOLDIN	4,627.33
			MEDICARE WITHHOLINGS	1,062.53
			MEDICARE WITHHOLINGS	1,082.25
		SURENCY LIFE & HEALTH	JAN 2020 FSA	85.50_
			TOTAL:	130,208.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====				
	***	*** INVALID FUND ***		2,537,693.45
	01	GENERAL OPERATING		4,550,455.34
	02	WATER		505,026.90
	03	ELECTRIC		825,826.24
	04	SEWER		265,254.94
	08	RURAL FIRE		93,645.37
	13	TOURISM		2,051.11
	18	GOLF COURSE		272,180.44
	21	CIP - GENERAL		20.56
	24	CIP - SEWER		9,653.00
	29	CIP - SPECIAL PROJECTS		490.00
	31	EMPLOYEE BENEFITS		130,208.30

		GRAND TOTAL:		9,192,505.65

TOTAL PAGES: 14

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 1/01/2021 THRU 1/31/2021
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T 2021-JANUARY
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO
