

OSAWATOMIE CITY COUNCIL
AGENDA
April 11, 2019
6:30 p.m., Memorial Hall

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

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

 - A. April 11th Agenda
 - B. Council Minutes for March 14 and March 28, 2019
 - C. Resolution 768 & Special Event Permit – Alumni Street Dance
 - D. Resolution 769 & Special Event Permit – Lights on the Lake
 - E. Pay Application – Tyler Technologies – Finance/Utility - \$4,059.57
 - F. Pay Application – Tyler Technologies – Police/Court - \$7,288.20
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Presentations & Proclamations
 - A. Proclamation – Arbor Day & Tree City USA Recognition
 - B. Proclamation – Tamara Maichel
8. Public Hearings
9. Unfinished Business
 - A. Bids for Condemnation Demolition
 - B. Approval of Trail Grant Application to KDWPT
 - C. Pay Application – Final – CS Cunningham – PW Building
10. New Business
 - A. Appointment – Library Board
 - B. Resolution 770 & Agreement - SPA Power Extension
 - C. Fire Station Roof Replacement
 - D. Track Loader Replacement
 - E. Northland Farmground Leases
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session – Attorney/Client Matters
15. Other Discussion/Motions
16. Adjourn

NEXT MEETING – April 25, 2019

Osawatomie, Kansas. **March 14, 2019.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Diehm, LaDuex, Macek, Walmann and Wright. Absent were Dickinson and Hampson (vacant seat). City Staff present at the meeting were: City Attorney Dick Wetzler, City Manager Don Cawby, Assistant to the City Manager Meagan Borth, Police Corporal John Mann, Court Clerk Lisa Hastings and Library Director Elizabeth Trigg. Members of the public were: Virginia Adams, Bruce Hay and Doug Carder with Miami County Republic.

INVOCATION. Virginia Adams, Community of Christ

CONSENT AGENDA. Approval of March 14th Agenda; Council Minutes for February 14th 2019; Register Report 2019-02; Pay Application – Tyler Technologies – Finance/Utility - \$4,813.00; Pay Application – Tyler Technologies – Police/Court - \$1,187.50 and Pay Application – Wood Environment – Levee Certification - \$9,393.89. **Motion** made by LaDuex, seconded by Wright to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Bruce Hay, 1211 Parker Ave, does not want or need trash service. If we make him get trash service, he will bring bulky trash items that he takes out of town, back to town to get his monies worth. He believes the trash service is very poor. Would like the ordinance to be re-evaluated.

With unanimous consent, Mayor Govea moved Unfinished Business Item A. APPOINTMENT TO VACANT WARD IV COUNCIL SEAT forward on the agenda. Mayor Govea reported that three applications for the vacancy were received and reviewed by the nominating committee. He reported that the Committee nominated Cathy Leaver. With no further nominations made by the Council, Mayor Govea called for a vote to appoint Cathy Leaver to the Vacant Ward IV Council Seat. Yeas: All. City Manager Don Cawby sworn Councilwoman Leaver in and she was seated at the Council table.

PRESENTATIONS & PROCLAMATIONS.

PRESENTATION BY AAA TO OSAWATOMIE POLICE DEPARTMENT. Bob Hamilton with the Kansas Department of Transportation presented the Osawatomie Police Department with their AAA Award.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS.

ORDINANCE – ENHANCED CMB IMPLEMENTATION. City Manager Cawby explained that the League of Kansas Municipalities recommended cities updating their ordinances to be in line with state statute allowing CMB retailers to sell beer not more than 6% alcohol. **Motion** made by LaDuex, seconded by Diehm to Approve the CMB Ordinance as presented. Yeas: All.

REVISED FIRE DISTRICT CONTRACT. Cawby mentioned that the fire contract is the same besides the small clean up of technical language and the payroll reimbursement process. **Motion** made by LaDuex, seconded by Diehm to Approve the Revised Fire District Contract. Yeas: All.

NEW BUSINESS.

MOWER REPLACEMENT PURCHASE. Cawby reflected to the packet where we received three bids for our yearly mower replacement. Staff recommends the purchase from Romans Outdoor Power with the lower bid. **Motion** made by LaDuex, seconded by Macek to Purchase a new Kubota ZD1211 from Romans Outdoor Power for \$12,800. Yeas: All.

SELECTION OF 2019 AUDITOR. Meagan Borth, Assistant to the City Manager, presented the information that submitted through the RFP process. **Motion** made by Macek, seconded by Wright to Approve Jarred Gilmore & Phillips for the 2019 Auditor. Yeas: All.

GOLF CART PROPOSAL. Cawby presented the information that Bryan Minnis with GreatLIFE Golf sent regarding the purchase of golf carts. Cawby proposes that the city and GreatLIFE work together on an agreement to come back to City Council for purchase approval. **Motion** made by Macek, seconded by Walmann to Approve City Manager to Negotiate with GreatLIFE. Yeas: All.

PROPOSED PATIO DESIGN. Cawby explained what the design that Blake Madden, Public Works Director, put together for the shelter house at the Osawatomie City Lake. **Motion** made by LaDuex, seconded by Walmann to Approve the Patio Design. Yeas: All.

BUCKET TRUCK BOOM REPAIR. During an annual inspection of our bucket boom, it was brought to our attention that there was severe cracking. The cracking cannot be repaired, but needs to be replaced. **Motion** made by Walmann, seconded by Macek to Approve the Replacement and Testing of a New Boom. Yeas: All.

COUNCIL REPORTS.

Jeff Walmann – Trail task force is making progress and signs will be up around town.

Kenny Diehm – Mentioned there was graffiti at the shelter house at the lake, so was wondering when they were thinking about sandblasting.

MAYOR'S REPORT.

Leadership summit will be in Salina this year, encourages all to sign up. Mentioned some of the other items that will be discussed at the upcoming League Governing Body meeting.

CITY MANAGER & STAFF REPORTS.

2018 ANNUAL REPORTS.

Lisa Hastings – Reported 2018 Annual Court reports

Elizabeth Trigg – Reported 2018 Annual Library reports

David Ellis – Reported 2018 Annual Police Department reports

CITY MANAGER REPORT.

Update on the electric building, roof replacements, potential solar project and electric project. Briefly went over a few upcoming issues.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Wright to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:11 p.m.

/s/ Ashley Kobe

Ashley Kobe, Executive Assistant

Osawatomie, Kansas. **March 28, 2019.** The Council Meeting was held in City Hall Conference Room. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Diehm, Hampson, LaDuex, Leaver, Macek, Walmann and Wright. City Staff present at the meeting were: City Attorney Dick Wetzler, Assistant to the City Manager Meagan Borth, Public Works Director Blake Madden and Building Official Ed Beaudry. Members of the public were: Brooks Marsh, Darby Lindsey and Doug Carder with Miami County Republic.

INVOCATION. Brooks Marsh, Cross Point Church

CONSENT AGENDA. Approval of March 28th Agenda; Special Event Permit - TriKo. **Motion** made by LaDuex, seconded by Dickinson to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Brooks Marsh, Cross Point Church, services are Sundays at 10 am.

PRESENTATIONS & PROCLAMATIONS. None.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS.

REQUEST TO STOP CONDEMNATIONS – 409 5TH STREET. Building Official Ed Beaudry explained that the previous Thursday Darby Lindsey reached out to him that she had purchased the property without the knowledge that it was under condemnation. The city already had contracts pending to begin the condemnation process that we could not stop. At this point the cost that the city has put into it is Mr. Beaudry's only concern. Mrs. Lindsey reviewed all of the changes that she will be planning to make to the property. **Motion** made by Macek, seconded by Hampson to Postpone the Condemnation on 409 5th Street for 30 days to Allow for Inspections and Estimates for the New Homeowner . Yeas: Dickinson, Diehm, Hampson, LaDuex, Leaver, Macek and Wright. Nays: Walmann

NEW BUSINESS.

APPOINTMENTS – PLANNING COMMISSION. **Motion** made by LaDuex, seconded by Wright to Appoint Tammy Filipin and Dale Samuels to the Planning Commission. Yeas: All.

CONSENT AGREEMENT WITH KDHE. Blake Madden presented the consent agreement information to the council. **Motion** made by LaDuex , seconded by Walmann to Approve the Consent Agreement with KDHE. Yeas: All.

COUNCIL REPORTS.

Jeff Walmann – The trail sign was put up 2 days ago out on John Brown, the other signs in town will be up soon to direct the community to the trail. Next meeting will be April 3rd.

Dan Macek – Firework training coming up this weekend.

MAYOR’S REPORT. None.

CITY MANAGER & STAFF REPORTS. None.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex , seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:19 p.m.

/s/ Ashley Kobe

Ashley Kobe, Executive Assistant

DRAFT



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

SPECIAL EVENTS PERMIT APPLICATION

Department Use Only	
Date Filed: <u>03-18-19</u>	Event Deposit
Date Paid: _____	\$50 Permit Fee
Date Paid: _____	\$25 State Permit
Date Paid: _____	Date Paid: _____

1. NAME OF APPLICANT AND/OR ORGANIZATION:
Osawatomie Alumni Association

2. CONTACT PHONE # AND EMAIL (OPTIONAL):
Diana Neal [REDACTED]

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
Alumni Street Dance

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION:
Osawatomie Alumni Association
P.O. Box 421
Osawatomie, KS 66064

5. ADDRESS/LOCATION OF SPECIAL EVENT:
Main Street - 500 & 600
block

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:
May 25th, 2019 Set up ~ 6pm to 9pm
 dance ~ 9pm to midnight
 teardown ~ midnight to 2am

7. ENTRY TO EVENT: FEE YES NO
 PUBLIC OR PRIVATE

8. STREET CLOSURE: YES NO
 IF YES, TIME OF CLOSURE REQUIRED:
6pm - 2am

9. # OF EXPECTED ATTENDING:
350-550

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES NO
 WILL CMB BE SOLD AT THE EVENT? YES NO
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES NO
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED [REDACTED]

11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES NO
 IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: \$1,000,000.00
Western World Insurance Co. ~ Shelter Insurance ~ Gordon Schrader

STATEMENT OF APPLICANT

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

SIGNATURE [REDACTED] DATE 3-18-19

PERMIT APPLICATION: APPROVED _____ DENIED _____
 DECISION BY: _____ DATE OF DECISION: _____

COMMENTS: _____

RESOLUTION NO. 768

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON MAY 25, 2019, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE ALUMNI CELEBRATION.

WHEREAS, the 2019 Osawatomi Alumni Celebration will be held at various locations within the City of Osawatomi and having approved the Special Event Permit for the Osawatomi Alumni Street Dance at its April 11, 2019 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on May 25, 2019, from 9:00 p.m. to 12:00 a.m. provided the Osawatomi Alumni Association complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Main Street from 5th to 6th Streets. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomi, Kansas this 11th day of April, 2019, a majority being in favor thereof.

Resolution No. 768

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

DRAFT



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

SPECIAL EVENTS PERMIT APPLICATION

Department Use Only

Date Filed: 03-15-19
 Event Deposit
 Date Paid: _____
 \$50 Permit Fee
 Date Paid: _____
 \$25 State Permit
 Date Paid: _____

1. NAME OF APPLICANT AND/OR ORGANIZATION: <u>Lights on the Lake</u>	
2. CONTACT PHONE # AND EMAIL (OPTIONAL): <u>Ashley Kobe 913-755-2146</u>	

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
Annual City Celebration

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>P.O. Box 37 Osawatomie, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>John Brown Park Osawatomie City Lake</u>
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6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:
06/27/19 - 06/30/19 * attached schedule of events

7. ENTRY TO EVENT: FEE YES ___ NO <input checked="" type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE ___	8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO ___ IF YES, TIME OF CLOSURE REQUIRED: <u>Parade 06/27/19 7pm-8:30pm Lake 06/29/19 3pm-11:30pm</u>	9. # OF EXPECTED ATTENDING: <u>1,500</u>
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10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES NO ___
 WILL CMB BE SOLD AT THE EVENT? YES ___ NO
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES ___ NO
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED 08/26/81

11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES NO ___
 IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: \$2,000,000.00
Midwest Public Risk

STATEMENT OF APPLICANT

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

SIGNATURE _____ DATE 03-15-19

PERMIT APPLICATION: APPROVED _____ DENIED _____
 DECISION BY: _____ DATE OF DECISION: _____

COMMENTS: _____

LIGHTS ON THE LAKE 2019 SCHEDULE

THURSDAY, JUNE 27TH

Parade 7:30 pm

Wrestling following the parade

Food and music in the park during the parade

FRIDAY, JUNE 28TH

Miss Osawatomie Pageant 7:00 pm

SATURDAY, JUNE 29TH

5K Fun Run 7:00 am

P.I.E. Car Show 9:00 am

Baby Contest 9:00 am

Tennis Clinic 9:00 am

Inflatables, food, music and fireworks 3:00 pm

SUNDAY, JUNE 30TH

Fishing Derby 8:30 am

RESOLUTION NO. 769

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON JUNE 29, 2019, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE LIGHTS ON THE LAKE CELEBRATION.

WHEREAS, the 2019 Osawatome Lights on the Lake Celebration will be held at various locations within the City of Osawatome and having approved the Special Event Permit for the Osawatome Lights on the Lake Celebration at its April 11, 2019 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on June 29, 2019, from 3:00 p.m. to 11:30 p.m. provided the Osawatome Lights on the Lake Celebration complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Osawatome City Lake. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatome, Kansas this 11th day of April, 2019, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

DRAFT



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-254407	03/27/2019	1 of 1

RECEIVED APR 09 REC'D

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: CITY OF OSAWATOMIE
 Tammy Seamands
 P.O. BOX 37
 OSAWATOMIE, KS 66064

Ship To: City of Osawatomie
 PO Box 37
 Osawatomie, KS 66064

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44137	95863	2018-50514-4	USD	NET45	05/11/2019

Date	Description	Units	Rate	Extended Price
Mar 18 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - End User Training	8	100.00	800.00
Mar 19 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - End User Training	8	100.00	800.00
Mar 20 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - End User Training	8	100.00	800.00
Mar 21 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - End User Training	8	100.00	800.00
Mar 21 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Auto Rental - Gas	1	33.25	33.25
Mar 21 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Hotel/Lodging	1	325.47	325.47
Mar 22 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Per Diem US Rates	4.75	55.00	261.25
Mar 22 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Auto Rental - Gas	1	20.83	20.83
Mar 22 2019	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Auto Rental	1	218.77	218.77

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	4,059.57
Sales Tax	0.00
Invoice Total	4,059.57



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-252495	03/27/2019	1 of 1

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Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: City of Osawatomie
 PO Box 37
 Osawatomie, KS 66064

Ship To: City of Osawatomie
 PO Box 37
 Osawatomie, KS 66064

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44137	95888	2018-0088	USD	NET45	05/11/2019

Description	Extended Price
15% License Fees Billed Upon Earlier Of First Use or 180 Days After Available Download Date	765.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Brazos eCitation Rapid Extension Framework-PDA (6)	5,100.00	15%	765.00

****ATTENTION****
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 2019-04-11 Agenda Packet v2

Subtotal	765.00
Sales Tax	0.00
Invoice Total	765.00



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-252496	03/18/2019	1 of 1

RECEIVED APR 09 REC'D

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: City of Osawatomie
 PO Box 37
 Osawatomie, KS 66064

Ship To: City of Osawatomie
 PO Box 37
 Osawatomie, KS 66064

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44137	95888	2018-0088	USD	NET45	05/02/2019

Description

Extended Price

15% License Fees Billed Upon Earlier Of First Use or 180 Days After Available Download Date 6,523.20

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Criminal Court Case Management	4,400.00	15%	660.00
Output Director	3,300.00	15%	495.00
CAD (1 dispatcher seat included)	11,000.00	15%	1,650.00
Dispatcher (additional seats)	2,200.00	15%	330.00
Base RMS System	13,200.00	15%	1,980.00
Case Management & Events	4,620.00	15%	693.00
Personnel (Training, Evaluation, Certification)	2,200.00	15%	330.00
Property Room	3,300.00	15%	495.00
Tyler Content Manager Standard Edition -TCM SE	6,421.00	15%	963.15
Customer Discount - DOC	(7,153.00)	15%	(1,072.95)

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 Tyler Business Forms at 877-749-2090 or
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 2019-04-11 Agenda Packet v2

Subtotal	6,523.20
Sales Tax	0.00
Invoice Total	6,523.20

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

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

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

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

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

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

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

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

NOW, THEREFORE, I, L. Mark Govea, Mayor of the City of Osawatomie, do hereby proclaim

April 26, 2019

 **Arbor Day**

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

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

Proclaimed this 11th day of April, 2019.

L. Mark Govea, Mayor
City of Osawatomie

City Manager Don Cawby
PO Box 37
Osawatomie, KS 66064

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Osawatomie on earning recognition as a 2018 Tree City USA. Residents of Osawatomie should be proud to live in a community that makes the planting and care of trees a priority.

Osawatomie is one of more than 3,500 Tree City USAs, with a combined population of 150 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Osawatomie is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters coordinate the presentation of the Tree City USA recognition materials. We will forward information about your awards to your state forester's office to facilitate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Osawatomie and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe
President

cc: Don Cawby

enclosure

For more information, contact:
Danny Cohn, 402-473-9563
dcohn@arborday.org



FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Osawatomie Tree City USA

Osawatomie, KS, was named a 2018 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Osawatomie achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, president of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at arborday.org.

CITY OF OSAWATOMIE



PROCLAMATION

ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, Tamara Maichel, was appointed on November 16, 2006 to replace Kelly Johnson on the governing body of the City of Osawatomie; and subsequently was elected to her first full term in April 2008 by the voters of Ward 4 of Osawatomie to represent them on the City Council; and was consecutively re-elected four more times to her seat; and

WHEREAS, during her first year of service, Councilwoman Maichel dealt with both the personal and community devastation of the 2007 flood, not only being displaced from her home during the flood, but working with her neighbors and friends to help them recover from the disaster that began on the morning of July 1; and

WHEREAS, she has been a champion for the under-represented and disenfranchised, pushing for minimum housing standards, code enforcement, and friendly and fair services to meet the needs of her constituents; and

WHEREAS, Ms. Maichel lead the charge in bringing together residents, veterinarians, and animal rescue groups to rewrite the ordinance that banned pit bulls in the City and to replace it with an overhaul to the animal code that created standards to protect animals and the public welfare, including: an anti-tethering provision, basic care standards for pets, and new dangerous animal ordinances; and

WHEREAS, Tamara brought her multi-faceted personality to her job as a public representative, showing her fierce passion for equality and justice, her heart for those that struggle with personal or medical issues, her fun-loving spirit expressed through her car's eyelashes, and her endless energy for a worthy cause like saving the Midway Drive-In Theater; and

WHEREAS, time and effort in representing the citizens of Osawatomie on the governing body of the City of Osawatomie is worthy of recognition and appreciation by all members of the community;

NOW, THEREFORE, I, L. Mark Govea, Mayor of Osawatomie, on behalf of the entire City Council, do hereby proclaim April 11, 2019, as

Tamara Maichel Day

In the City of Osawatomie, in honor of her service of over 12 years as a City Councilmember and the thousands of hours of selfless service to the community of Osawatomie and its citizens; and

FURTHER, I urge all citizens of the City of Osawatomie to offer Tamara Maichel their most sincere gratitude for her service and best wishes in her future endeavors.

Proclaimed this 11th day of April, 2019.

L. Mark Govea, Mayor

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Demolition Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Demolition bids have been received for our currently condemned properties. There were four bidders this year. Two properties are off of the original list, 327 Lincoln and 711 Main, as they have both been demolished by the owners. Another property, 409 Fourth Street is under the process of being rehabilitated. Finally, 409 Fifth Street remains on the list until the 30-day review period is ended for the owner considering it for rehabilitation. Remco did not bid 736 Parker, which remains on the list.

<u>Properties</u>	<u>Remco</u>	<u>Dale Bros</u>	<u>Gowings</u>	<u>G+G Dozer</u>
736 Parker	-	4,800	4,575	3,000
500 Chestnut	11,180	9,227	5,980	5,500
337 Walnut	10,810	9,280	5,750	6,500
1134 Third St	11,810	8,352	5,950	5,500
417 Ninth St	8,810	10,304	5,725	5,500
327 Lincoln	-	7,076	-	5,500
409 Fifth	10,320	10,677	7,850	5,500
<u>711 Main</u>	<u>-</u>	<u>13,579</u>	<u>-</u>	<u>6,500</u>
Total	52,930	73,295	35,830	43,500
On List	52,930	52,640	35,830	31,500
<i>Less 409 5th</i>	<i>42,610</i>	<i>41,963</i>	<i>27,980</i>	<i>26,000</i>

A copy of our standard demolition contract is attached.

COUNCIL ACTION NEEDED: Discuss and consider.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends awarding the contract to G&G Dozer but will hold off on finalizing the contract until the 409 5th Street issue is finalized. We budgeted a total of \$40,000 for demolition expenses in 2019. We have already spent about \$5,000 for asbestos abatement and have had publishing costs as well.

CITY OF OSAWATOMIE



CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between the **CITY OF OSAWATOMIE, KANSAS** (hereinafter referred to as the “City”) and _____ (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the City has determine by Resolution following hearing and opportunity to be heard by owners and interested parties that the structures located at _____ [hereinafter, the “Structure”] is unsafe, dangerous and should be demolished as authorized by K.S.A. 12-1750 *et seq.*

WHEREAS, while notified of the dangerous and unsafe condition of the Structure, neither the owner nor any interested party has taken the action necessary to bring the Structure into compliance with the codes and ordinances of the of the City;

WHEREAS, following the aforesaid Resolution, the City has accepted bids to secure a contract for removal of said Structure and to make the premise safe and secure.

WHEREAS, the City has determined that Contractor is the lowest responsible bidder and should be retained, subject to the terms and conditions of this agreement, to raze, demolish and remove the structure and to make the premises safe and secure to the standard required by the City.

NOW THEREFORE, Contractor and City, for and in consideration of the compensation to be paid by the City in the manner set forth herein and other valuable consideration, hereby agree as follows:

1. **SERVICE WORK TO BE PERFORMED.**

1.1. **General Terms.** The service work to be performed under this contract shall consist of providing demolition and salvage of the premises in Osawatomie, Kansas, as follows:

1.1.1. *[Address and Details]*

1.1.2. *[Address and Details]*

1.1.3. *[Address and Details]*

1.2. **Hours of Work.** Work shall not begin before 8:00 a.m. and work shall stop at 6:00 p.m. daily.

- 1.3. **Salvageable Material.** City agrees that the consideration paid by the City has been reduced to include the right of the Contractor to any and all salvageable materials created by the razing of the structures and the City does hereby assign to Contractor its right to salvage the property.
- 1.4. **Removal of Footing & Foundation.** All footing, foundation and concrete, including private sidewalks (not to include the public sidewalk) are to be dug up and hauled off as part of demolition.
- 1.5. **Disposal:** All CD waste must be taken to a CD landfill. Failure to do so will result in this contract being voided and possible criminal charges being filed. The City will not be held responsible for any CD waste being disposed of improperly by the Contractor. Receipts from landfill are required with final bill.
- 1.6. **Compliance with Code.** Contractor agrees that all work of Contractor in the demolition and removal of the structure and making the property safe and secure, shall be done in compliance with the codes and ordinances of the City of Osawatomie.
- 1.7. **Salvageable Material.** City agrees that the consideration paid by the City has been reduced to include the right of the Contractor to any and all salvageable materials created by the razing of the structure and the City does hereby assign to Contractor its right to salvage the property.
- 1.8. **Trees & Vegetation.** Remove only those that are necessary to complete the demolition.
- 1.9. **Grade.** On completion of demolition, all properties are to be at grade, with positive drainage. If necessary, Contractor will be responsible for bringing in fill dirt to establish grade.
- 1.10. **Equipment.** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor was required to identify equipment that will be used on demolition site in the bid proposal. Any deviation from the list must be approved by the City. Equipment is to be loaded/unloaded off street, when possible. Contractor is responsible for any damage to the street, curbing and public sidewalk. The street must be kept as free from mud and dirt as possible. Any mud and debris left in street as a result of work will be removed by contractor.
- 1.11. **Safety.** At no time are there to be any open holes left over night, without being taped or blocked off.
- 1.12. **Required Inspection.** A final lot inspection will all be done showing completion of work according to agreement. All work must be inspected and approved before final payment is made.
2. **LICENSES & PERMITS REQUIRED.** A minimum of a Class D Contractor's License current with the City of Osawatomie shall be required. A \$30 demolition permit (fee waived to contractor)

will be required for each address and work shall be completed with a final inspection having been approved within 45 days from bid approval.

3. **COMPLIANCE WITH LAW.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. All disposal costs are the responsibility of the Contractor.
4. **INDEMNIFICATION.** Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits, claims and other actions whatsoever arising from acts, omission and negligence of Contractor, its employees, servants and agents. Further, the Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits and claims for injury or damage received, sustained or allegedly received or sustained by the Contractor, its employees, servants and agents, including any claim made by virtue of Worker's Compensation.
5. **INSURANCE.** Contractor will maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by the Contractor by any of its agents or employees or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without prior written notice having been given the City
6. **TERM.** The work to be performed pursuant to this agreement shall be completed within forty-five (45) days of the date that this agreement has been accepted by City and Contractor. In the event that inclement weather makes it unreasonable to complete the contract, the contract term may be extended as is reasonably necessary to complete the work.
7. **CONSIDERATION.** Contractor will be paid the sum of _____ Dollars (\$ __, __) for the services to be performed pursuant agreement. Payment shall be made by the City within fifteen (15) days of satisfactory completion of the work and submission to the City Manager of a statement for services performed by the Contractor pursuant to this Agreement.
8. **ASSIGNMENT.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City.
9. **DEFAULT.** In the event the Contractor shall fail or refuse to perform his duties and obligation, or shall become insolvent, or shall become the subject of a proceeding of bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by

Contractor for the benefit of its creditors, or the taking of equipment used in connection with the performance of the work under any execution against Contractor, in any such event, city may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. On notice to Contractor, City shall be relieved of any further obligation to Contractor under the terms of this Contract.

10. **GOVERNING LAW; MISCELLANEOUS.** The Agreement shall be governed by the laws of the State of Kansas as to all matters including, but not limited to, matters of validity, construction, effect and performance. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the City and Contractor. Any other written or oral representations, agreements or understanding pertaining to the service for hereunder are null and void.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF OSAWATOMIE, KANSAS

By: _____
L. Mark Govea , MAYOR

ATTEST:

By: _____
Tammy Seamands, CITY CLERK

CONTRACTOR

By: _____
Name, OWNER [Authorized Agent]

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Trail Grant

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The City of Osawatomie's portion of the Flint Hills Trail project requires significant funds for design and construction. To meet this need, the Trail Task Force appointed by the Council has reached out and applied to numerous sources for grants and donations. In fact, a major contribution of \$55,000 was just granted to the project by the Hawkins Foundation. Also, the Task Force hopes to receive a \$33,000 grant from the Baher Foundation later in the year.

As an additional source of funding, the Task Force is applying for the a KDWPT Attractions grant and would like to claim the \$25,000 budgeted in the CIP-General Fund for trails to be used as a match for this application. The application will request a \$50,000 grant to be matched by an estimated total of \$130,000 in cash funds, well exceeding the 40/60 match requirement in the grant. The current total estimate for the project is \$183,000.

COUNCIL ACTION NEEDED: Review and consider.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the pledging of the \$25,000 budgeted for trails in 2019 to be declared as a match amount in the application for the KDWPT Attractions grant.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: **Cunningham Final Pay Application – New Electric Building**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Attached is a spreadsheet which outlines the current project and the change orders involved in the project. The City is adjusting for 4 change orders for additional work required as part of the project and is reducing the contract by the amount paid by the City for the purchase of materials (and related overhead) to obtain the building and garage doors.

COUNCIL ACTION NEEDED: Review the pay request.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the Council approve the payment of the \$17,853 to Cunningham as detailed on the spreadsheet, as final payment for the project.

Cunningham Construction

	Change Orders		Current Contract	Paid Thru 1-Mar	Final Request	Paid + Request	Over Under		Adjust for		w/ Req Work %
	Contract	Orders					Revised Contract	Uncompleted Work	Owed to Cunningham	Work Performed	
ELECTRIC SHOP											
Building	83,412	(76,212)	7,200	25,024		25,024	(17,824)		(17,824)		100%
Building Erection	41,250		41,250	24,750	16,500	41,250	-		16,500		100%
Garage Doors	33,000	(18,576)	14,424	9,900	10,127	20,027	(5,603)		4,524		100%
Floor	43,125		43,125	43,125		43,125	-		-		100%
Footing	16,447		16,447	16,447		16,447	-		-		100%
Piers	4,500		4,500	4,500		4,500	-		-		100%
Tie Beams	4,500		4,500	4,500		4,500	-		-		100%
Door Openers (Add Alt 4)	16,800	(6,157)	10,643	5,040		5,040	5,603		5,603		100%
cut down rock		2,737	2,737	2,737		2,737	-		-		100%
Trench Drain		7,150	7,150	7,150		7,150	-		-		100%
Add & Finish Openings		6,740	6,740			-	6,740		6,740		100%
Install Door in PW Bldg		1,000	1,000			-	1,000		1,000		100%
Overhead/Profit (8.5%)	22,623	(7,740)	14,883	13,574	7,740	21,314	(6,430)		1,310		100%
	265,657	(91,058)	174,599	156,746	34,367	191,113	(16,514)		17,853		

framed window openings and openings installed doors in the existing shop

PARK PROJECT

Park Curb & Gutter 16,500

Total	282,157	(91,058)	179,549	173,246	34,367	191,113	(16,514)		17,853		
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CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Library Board Members

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The Library Advisory Board has one member's term ending that needs to be filled. They currently have the following membership:

LIBRARY ADVISORY BOARD

4-year term, 7 members (two full-term limit)

K.S.A. 12-1222 et al., Resolution No. 617 (2009)

<u>Name</u>	<u>Appointed</u>	<u>Term Ends</u>
Sam Moon	07/12/2012*	04/30/2019
Tammy Filipin	11/30/2017	11/30/2021
Sarah Dorsett	04/09/2019	04/30/2023
Judy Reinecker	05/08/2014	04/30/2022
Jamie Wilson	03/14/2013	04/30/2021
Connie Hebert	03/23/2017*	03/31/2021

* *filling term*

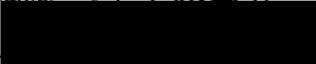



COUNCIL ACTION NEEDED: Review recommended appointments.

STAFF RECOMMENDATION TO COUNCIL: The current Library Board members recommend Sarah Dorsett to fill the vacant position (highlighted above) based on her previous performance when she served on the board. This term would end 04/30/2023 per the 4-year term limit.

Public Service Application

City of Osawatomi, KS

(one application per committee)

Name: Sarah J. Dorsett Maiden Name: McCaskie
Address: 109 Shady Lane * SSN: 
Mailing Address (if different): _____ * DOB: 
City, State, Zip: Osawatomi, KS 66064 Home Phone: _____
Cell:  Work: _____ E-Mail: 
Place of Employment: DorsettMDLLC Position: _____
Product or services rendered by employer: _____
Brief description of job duties/responsibilities: Bookkeeper

Spouse's place of employment: DorsettMDLLC Position: _____
Product or Service rendered by spouse's employer: Physician Services

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Library Board

Why do you wish to serve in this position? I believe public libraries are very important to any community + want to maintain the excellent one we have.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Library Board - 2003-2013?

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: NO

* It is the policy of the City of Osawatomi to conduct criminal background checks on all potential applicants for the PUBLIC SAFETY COMMITTEE. Appointment to the Committee is contingent on the results of such checks. In order to conduct the check, a birthdate and social security number are required. By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check.

I do hereby affirm that I am currently a registered voter in the city of Osawatomi. I reside in Ward No. _____



3-25-19
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomi, KS 66064

ozcity@osawatomi.ks.org

— OFFICE USE ONLY —		
Received: _____	Council Approval Date: _____	Letter of Approval: _____
Scanned: _____	Term Expiration Date: _____	Letter of Non-Approval: _____

5/15/2014

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: SPA Power Agreement Extension

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Over the past couple of years KMEA has been working with SPA (Southwestern Power Administration) on a 15-year power supply contract extension. The power is Federal Power provided by hydro-electric and other facilities under DPA. Our current SPA agreement is scheduled to expire next month on May 31, 2019.

For reference purposes, the cost for the 400 kW of power and capacity was 3.16 cents/kWh in 2018 and 2.93 cents in 2017. Our overall average cost for power was 4.77 cents/kWh in 2018.

To enact the agreement, the Council will need to approve the enclosed resolution which authorizes the Mayor to execute the agreement.

COUNCIL ACTION NEEDED: Review the proposed agreement.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the Council approve the Resolution as presented.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
AUTHORIZING THE EXECUTION OF THE SWPA PROJECT
AGREEMENT BETWEEN THE CITY AND THE KANSAS MUNICIPAL
ENERGY AGENCY; AND AUTHORIZING ANY OTHER ACTIONS OF
THE CITY RELATED THERETO.**

WHEREAS, the Kansas Municipal Energy Agency ("KMEA") consists of members (the "Members") which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

WHEREAS, KMEA is authorized by K.S.A. 12-885 *et seq.*, as amended, to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

WHEREAS, the City of Osawatomie, Kansas (the "City") owns and operates a municipal electric system and is a Member in good standing of KMEA; and

WHEREAS, K.S.A. 12-825j authorizes the City to contract to buy from KMEA for the purchase of capacity and energy and related products to meet City's present and future requirements for a period not in excess of forty (40) years; and

WHEREAS, City has received allocations of Federal hydroelectric power and associated energy pursuant to the terms and conditions of the Southwestern Power Administration Final Power Allocations (1980-1988) 45 F.R. 19032 (1980); and

WHEREAS, KMEA intends to enter into a power sales contract to acquire hydroelectric power and energy from the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration ("SWPA") for a period of fifteen (15) years commencing on June 1, 2019 (the "KMEA-SWPA PSC"), whereunder KMEA will purchase, on a combined basis and on behalf of certain cities in the State of Kansas, including the City (collectively, the "Participants"), the Participants' allocations of hydroelectric power and energy from reservoir projects, constructed and operated by the U.S. Corps of Engineers, as such power and energy become available; and

WHEREAS, the SWPA Project Agreement (the "Project Agreement") is intended to enable KMEA to pass through a share of the benefits and obligations of the KMEA-SWPA PSC to City, such that neither KMEA nor City obtains a benefit or incurs a burden or obligation due to a drafting or other difference between the Project Agreement and the KMEA-SWPA PSC; and

WHEREAS, City desires to utilize its allocation of federal hydroelectric power from SWPA by participating in the SWPA Project, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, be it resolved by the governing body of the City of Osawatomie, Kansas, as follows:

Section 1. Approval of Project Agreement. The City hereby finds and determines it to be advisable and in the best interests of the City and its inhabitants to enter into the Project Agreement with KMEA regarding the City's allocation of federal hydroelectric power and associated energy from SWPA.

Section 2. Execution of Documents. The Mayor and the City Clerk are hereby authorized and directed to execute and affix the seal of the City to the Project Agreement with KMEA in substantially the form presented with this Resolution and to execute any other ancillary documents related thereto for and on behalf of, and as the act and deed of, the City.

Section 3. Further Authority. The officials, officers, agents and employees of the City are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Resolution and to carry out and perform the duties of the Issuer with respect to the Project Agreement.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the City.

ADOPTED by governing body of the City of Osawatomie, Kansas, and signed by the Mayor this ____ day of _____, 2019.

City of Osawatomie, Kansas

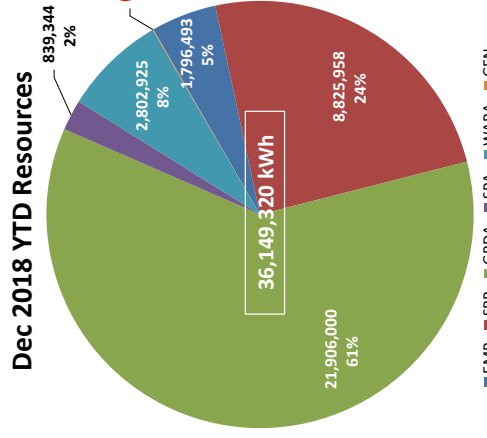
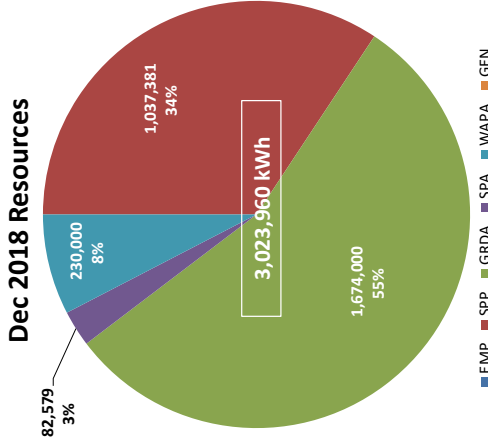
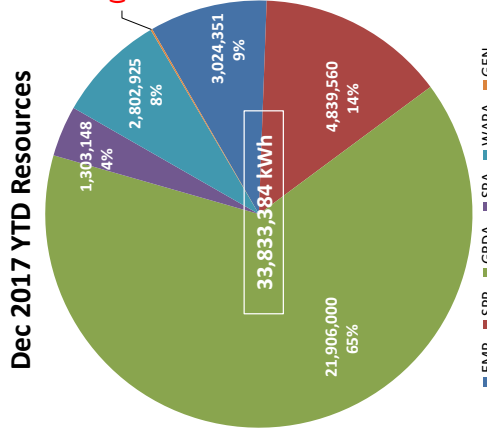
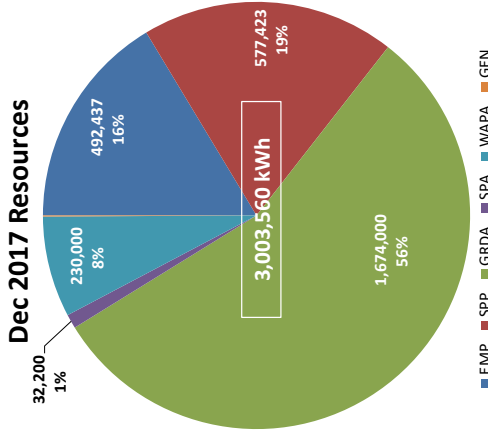
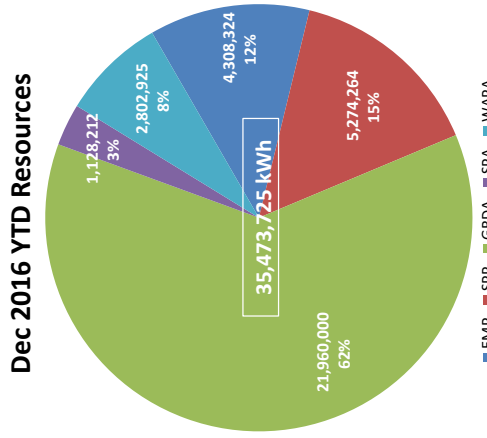
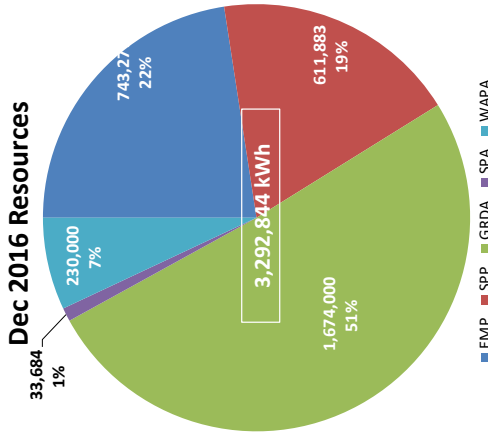
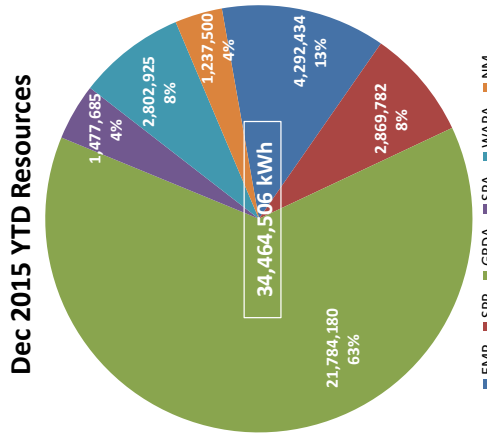
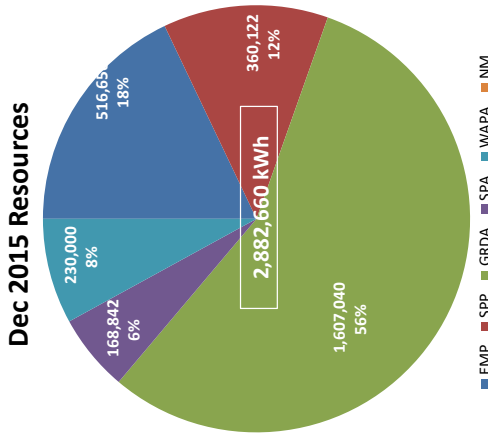
Mayor

(Seal)

Attest:

City Clerk

OSAWATOMIE 2015-2018 RESOURCE COMPARISONS



SWPA Project Agreement

between

Kansas Municipal Energy Agency

and

City of Osawatomie, Kansas

This SWPA Project Agreement (“Agreement”) is made this ___ day of _____, 20__, by and between Kansas Municipal Energy Agency, a municipal energy agency organized and existing under the laws of the State, including particularly the Act (hereinafter “KMEA”) and City of Osawatomie, Kansas, a municipal corporation organized and existing under the laws of the State (hereinafter “City”), (KMEA and City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

WITNESSETH:

WHEREAS, KMEA consists of members (the “Members”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

WHEREAS, KMEA is authorized by the Act to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

WHEREAS, City owns and operates a municipal electric system and is a Member in good standing of KMEA; and

WHEREAS, City is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from KMEA capacity and energy and related products to meet City’s present and future requirements for a period not in excess of forty (40) years; and

WHEREAS, City has received allocations of Federal hydroelectric power and associated energy pursuant to the terms and conditions of the Southwestern Power Administration Final Power Allocations (1980-1988) 45 F.R. 19032 (1980); and

WHEREAS, KMEA intends to enter into a power sales contract to acquire hydroelectric power and energy from the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration (“SWPA”) for a period of fifteen (15) years commencing on the Delivery Start Date (as defined herein) (the “KMEA-SWPA PSC” as defined below in Section 1.16 below), whereunder KMEA will purchase, on a combined basis and on behalf of

certain cities in the State of Kansas, including the City (collectively, the “Participants”), the Participants’ allocations of hydroelectric power and energy from reservoir projects, constructed and operated by the U.S. Corps of Engineers, as such power and energy become available; and

WHEREAS, this Agreement is intended to enable KMEA to pass through a share of the benefits and obligations of the KMEA-SWPA PSC to City, such that neither KMEA nor City obtains a benefit or incurs a burden or obligation due to a drafting or other difference between this Agreement and the KMEA-SWPA PSC; and

WHEREAS, City desires to utilize its allocation of federal hydroelectric power from SWPA by participating in the SWPA Project, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the KMEA-SWPA PSC or the SPP Open Access Transmission Tariff.

Act shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

Agreement shall mean this SWPA Project Agreement between City and KMEA.

Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State.

City shall mean City of Osawatomie, Kansas and its permitted successors and assigns.

City Entitlement shall mean 300 kilowatts, which is the City’s individual allocation of Federal Power as set forth in Schedule 4.1, and as may be adjusted pursuant to this SWPA Project Agreement. Beginning on the first day of the month following the date that all six generating units at the Harry S. Truman project have been declared in commercial operation by Southwestern at full capacity (160,000 kilowatts) without operational constraints which would restrict the generating capability of such project and that such units are interconnected with the System of Southwestern, the City Entitlement shall include the additional 100 kilowatt entitlement associated with the Harry S. Truman project as set forth in Schedule 4.2(c), and as may be adjusted pursuant to this SWPA Project

Agreement.

City Percentage shall mean the fraction equal to the City Entitlement divided by KMEA's purchase amount under the KMEA-SWPA PSC (defined therein as the Peaking Contract Demand), expressed as a percentage.

Contract Year shall mean the 12-month period beginning on June 1st of each year and extending through May 31st of the following year.

Delivery Start Date shall mean June 1, 2019.

Effective Date shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

Event of Default shall have the meaning assigned to it in Section 11.1.

FERC shall mean the Federal Energy Regulatory Commission, or its successor in function.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

Governmental Authority shall mean (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including SPP, FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power.

KMEA shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

KMEA Board of Directors shall mean the KMEA board of directors appointed by each Member pursuant to the provisions of Article V of the KMEA Bylaws and authorized in accordance with Article VII of the Second Amended and Restated Agreement to Create a Municipal Energy Agency.

KMEA-SWPA PSC shall mean the Power Sales Contract between KMEA and SWPA for the period commencing on June 1, 2019, as amended from time to time.

Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in *The Wall Street Journal*, KMEA and the Participants will select an appropriate replacement source for the prime rate.

Members shall mean all members of KMEA, including City, all being municipal corporations or boards of public utilities, in either case (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

NERC shall mean the North American Electric Reliability Corporation.

Participant(s) shall mean City and/or one or more other Members who have executed a SWPA Project Agreement that is then in effect.

Payment Default shall have the meaning assigned to it in Section 11.1(a).

Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

SPP shall mean Southwest Power Pool, Inc., or any successor thereto.

SPP Tariff shall mean the Open Access Transmission Tariff of SPP, as it may be amended from time to time.

State shall mean the State of Kansas.

SWPA shall mean the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration.

SWPA Project Agreement shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

Uncontrollable Force shall mean any force which is not within the control of the Party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight

such Party could not reasonably have been expected to avoid.

ARTICLE TWO: TERM

2.1 Term. This Agreement shall be effective and binding upon execution by both of the Parties as reflected on the signature page(s) below, and (absent earlier termination as permitted hereunder) shall continue in effect until termination of the KMEA-SWPA PSC. Deliveries shall commence on the Delivery Start Date and continue through the end of the Term.

2.2 Termination.

(a) The Parties acknowledge that under the KMEA-SWPA PSC, if the rates and/or terms and conditions set forth in SWPA's Schedule 13 (which sets forth the rates and terms and conditions for Hydro Peaking Power, Peaking Energy, and Supplemental Peaking Energy) are increased, decreased, modified or superseded, KMEA has the right to terminate the KMEA-SWPA PSC. KMEA agrees not to terminate the KMEA-SWPA PSC without the concurrence of a majority of the Participants.

(b) If there is a change in the rates and/or terms and conditions set forth in SWPA's Schedule 13 and KMEA does not exercise its right to terminate the KMEA-SWPA PSC within the time period for doing so set forth in the KMEA-SWPA PSC, the City shall have the option of terminating its City Entitlement either (1) pursuant to Section 9.2, or (2) coincident with the effective date of a commensurate reduction in the amount of KMEA's purchases under the KMEA-SWPA.

(c) For any reason, the City shall have the option of terminating its City Entitlement either (1) pursuant to Section 9.2, or (2) coincident with the effective date of a commensurate reduction in the amount of KMEA's purchases under the KMEA-SWPA PSC.

(d) If the City seeks to terminate its City Entitlement pursuant to Sections 2.2(b), 2.2(c), or 9.2, it shall provide written notice to KMEA.

ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS

3.1 Other SWPA Project Agreements. Except for the identity of the Participants and each City Entitlement and City Percentage (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other SWPA Project Agreements.

3.2 Relationship to SPP Markets. The Parties agree that this Agreement is premised on the continuing ability of KMEA to transmit through the SPP transmission system Federal Power and Federal Energy purchased by KMEA from SWPA under the KMEA-SWPA PSC and the operation of SPP's centralized markets. If, during the Term, the City's load will no longer be located within SPP

then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the products available from the SWPA System, or otherwise to provide City with its properly allocable share of benefits from the SWPA Project, through means consistent with then-applicable tariffs. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article Five.

3.3 Transmission. KMEA will arrange transmission service for delivery of the City Entitlement and associated energy from the SWPA System to the City.

ARTICLE FOUR: SWPA PROJECT AND CITY PARTICIPATION

4.1 City's Entitlement. Beginning on the Delivery Start Date, City shall purchase its City Percentage of the Federal Power and Federal Energy that KMEA purchases pursuant to the terms and conditions of the KMEA-SWPA PSC. It is the intent of KMEA and the City that the City's City Percentage of the benefits and obligations accruing to KMEA under the KMEA-SWPA PSC shall be flowed through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the KMEA-SWPA PSC, the Parties to this Agreement shall look to the terms of the KMEA-SWPA PSC to attempt to resolve such conflict. The City Entitlements and City Percentages of all Participants shall be set forth in Schedules 4.1 and 4.2(c) attached to this Agreement. KMEA will update Schedules 4.1 and 4.2(c) periodically as necessary, including without limitation to reflect changes resulting from actions taken pursuant to Sections 2.2, 9.2, 11.4, 12.2, 12.3 and/or any other applicable provision of this Agreement.

4.2 SWPA Operations.

(a) KMEA shall schedule Federal Energy purchased under the KMEA-SWPA PSC on behalf of Participants with the aim of optimizing the use of Federal Energy available under the KMEA-SWPA PSC for the Participants as a group.

(b) The Parties acknowledge that under the KMEA-SWPA PSC, KMEA is to provide written notice to SWPA within 30 days of issuing or receiving a notice of termination of any Participant's SPA Project Agreement. The effect of such termination shall be determined pursuant to the terms of the KMEA-SWPA PSC, which provides that in such instances an adjustment of sales will be at SWPA's sole option and in SWPA's sole judgment.

(c) The Parties acknowledge that pursuant to the KMEA-SWPA PSC, beginning on the first day of the month following the date that all six generating units at the Harry S. Truman project have been declared in commercial operation by SWPA at full capacity (160,000 kilowatts) and

interconnected with the System of SWPA without operational constraints which would restrict the generating capability of such project, KMEA shall increase its purchase of Hydro Peaking Power under the KMEA-SWPA PSC by 3,700 kilowatts. As of the effective date of such increase, each Participant's City Entitlement and City Percentage shall be as set forth in Schedule 4.2(c).

4.3 SPP Operations.

(a) Federal Energy scheduled by KMEA under the KMEA-SWPA PSC will be treated as imports in the SPP Integrated Marketplace, and KMEA will settle with SPP for all related charges and revenues. All such revenues received by KMEA and costs incurred by KMEA in connection with the KMEA-SWPA PSC will be allocated among the Participants based on their City Percentages, subject to Section 11.3 and other relevant provisions of Article Eleven if a Participant is in default under this Agreement. Each month, KMEA shall distribute to City its share of net revenues received by KMEA from SPP in connection with the KMEA-SWPA PSC in the form of a credit on the monthly invoice rendered pursuant to Section 6.1.

(b) KMEA shall cooperate as necessary with SWPA, SPP, and, to the extent KMEA is not the load responsible entity ("LRE") for all of the Participants, each LRE Participant (or the Market Participant representing it) to have the KMEA-SWPA PSC recognized as "Firm Power" serving the Participants for purposes of compliance with the resource adequacy provisions set forth under Attachment AA to the SPP Tariff. KMEA shall provide a copy of the KMEA-SWPA PSC to SPP in compliance with Attachment AA to the SPP Tariff.

ARTICLE FIVE: COST RESPONSIBILITY

5.1 General Principle. It is the Parties' intention that City will be responsible for its allocable share (as determined pursuant to this Article Five) of (a) the Federal Power and Federal Energy charges KMEA incurs in connection with the KMEA-SWPA PSC, (b) any other charges KMEA incurs under or in connection with the KMEA-SWPA PSC, and (c) KMEA's administrative and other reasonable costs associated with its operation of the SWPA Project (which shall include an allocable share of KMEA's general costs of providing services that are not directly assignable to any given project). City's obligation to pay for its allocable share of such costs shall be effective upon the Delivery Start Date and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the Federal Power and Federal Energy, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

5.2 Cost Responsibility for SWPA Project Costs. Starting with the first month following the Delivery Start Date, City shall pay Federal Power and Federal Energy charges, transmission charges and administrative charges that reflect its properly allocable share of all of KMEA's net costs related to the SWPA Project.

(a) Each month, City's SWPA Project capacity and energy charges shall be calculated as the City Percentage of the total of KMEA's payments to SWPA for Federal Power and Federal Energy under the KMEA-SWPA PSC. The Parties acknowledge that the rates to be paid by KMEA to SWPA for Federal Power and Energy (except Excess Energy, if any) shall consist of the Capacity Charge, the Energy Charge, and any other applicable charges specified in, and assessed by SWPA against KMEA pursuant to, SWPA's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Peaking Power and Seasonal Peaking Power. The Parties acknowledge that the rates to be paid by KMEA to SWPA for Excess Energy, if any, shall consist of the Excess Energy Charge, and any other applicable charges specified in, and assessed by SWPA against KMEA pursuant to, SWPA's then-effective Rate Schedule enumerating its Wholesale Rates for Excess Energy. KMEA shall provide to all Participants timely notification of any revisions to the rates and/or terms and conditions of SWPA's Rate Schedule enumerating its Wholesale Rates for Hydro Peaking Power and Seasonal Peaking Power and/or Rate Schedule enumerating its Wholesale Rates for Excess Energy.

(b) Each month, City's SWPA Project transmission charge shall be its properly allocable share of all transmission-related costs paid by KMEA for the month that are directly related to the SWPA Project and that are not otherwise reimbursed to KMEA by the City pursuant to any other agreement between the Parties. Such transmission-related costs may include, without limitation, costs of upgrades, charges to fund credits to upgrade sponsors under Attachment Z2 of the SPP tariff, and any costs associated with Auction Revenue Rights, Transmission Congestion Rights or Long-Term Congestion Rights, in each case arising in connection with the SWPA Project.

(c) City's administrative charge each month shall be (i) an amount established by KMEA from time to time based on KMEA's budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the SWPA Project but were not included in KMEA's budget.

ARTICLE SIX: BILLING AND PAYMENTS

6.1 Timing and Method of Invoices. KMEA shall bill the City monthly for the charges due KMEA under this SWPA Project Agreement. KMEA shall prepare and render such monthly invoices based on (a) its actual payment of

charges assessed to KMEA for the preceding month for Federal Power and Federal Energy under the KMEA-SWPA PSC, (b) its settlement of market charges and credits under the SPP Tariff related to imports of such Federal Energy, and (c) SPP invoices to KMEA for transmission service. KMEA shall provide each monthly invoice by e-mail to the City on or before the 20th calendar day of the month

6.2 Timing and Method of Payments. City shall pay the invoiced amount by the last Business Day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to KMEA's bank account in accordance with the instructions provided in writing by KMEA. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

6.3 True-Ups. To the extent any portion of a monthly invoice is based on KMEA's budget, SPP market settlements that are subject to further adjustment, or other estimates or projections, KMEA shall true up the related charges as soon as it has the necessary information regarding actual costs. Any overpayments by City shall be credited on the next invoice provided to City, and any underpayments shall be added to the next invoice provided to City.

6.4 Disputes. If City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to KMEA. Any such protest shall be subject to the limitations set forth in Section 6.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

6.5 Audits. Not more than once a year, one or more of the Participants may conduct an audit of (i) records maintained by KMEA in connection with the SWPA Project, and (ii) all costs charged to each Participant. If City wishes to initiate such an audit, it shall offer the other Participants the opportunity to participate. The costs of such audits shall be borne by the Participants that agree to participate in the audit, either directly or through reimbursement to KMEA. KMEA shall cooperate with one such audit in any given twelve-month period, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

6.6 Restriction on Challenges.

- (a) No challenge may be raised by the City with respect to the validity of costs incurred by KMEA under the KMEA-SWPA PSC (including challenges to the correctness and/or prudence of such costs) except to the

extent that KMEA can in turn raise the challenge under the KMEA-SWPA PSC, and the resolution of any such challenge under the KMEA-SWPA PSC shall be dispositive as between City and KMEA.

(b) No challenge may be raised by the City with respect to the validity of (i) market charges and credits under the SPP Tariff for imports of Federal Energy under the KMEA-SWPA PSC or (ii) if applicable, SPP transmission charges, except to the extent that KMEA can in turn raise the challenge under the SPP Tariff, and the resolution of any such challenge under the SPP Tariff PSC shall be dispositive as between City and KMEA.

6.7 Pass-Through of Refunds.

(a) If, pursuant to the KMEA-SWPA PSC, KMEA receives any refund (as opposed to credits against its monthly bills, which will simply reduce KMEA's costs to be passed through to City hereunder) of any of its SWPA Project costs, it shall promptly pay to City an allocable share of such refund based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

(b) If, pursuant to the SPP Tariff, KMEA receives any refund (as opposed to credits that simply reduce KMEA's costs to be passed through to the City hereunder) of any market charges or transmission charges under the SPP Tariff, it shall promptly pay to City an allocable share of such refund based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

6.8 Unconditional Nature of Payment Obligation. All amounts payable by City under this Agreement shall be due irrespective of the actual availability of Federal Energy associated with the Federal Power, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMEA or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE SEVEN: INFORMATION REGARDING SWPA PROJECT

7.1 Provision of Information on SWPA Project. KMEA will make reasonable efforts to obtain any information requested by City regarding the SWPA Project.

7.1 KMEA Budgets. KMEA's annual budget will include allocations to the SWPA Project. City shall have the right to review and have input on the KMEA budget via the KMEA Board of Directors.

ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION

8.1 General Indemnification of KMEA. City expressly agrees, proportionate to the City's Percentage and to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the KMEA-SWPA PSC, KMEA's participation in the SWPA Project, and/or the generation, transmission or distribution of capacity and energy from the SWPA System, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.

8.2 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Waiver of Sovereign Tort Immunity. Nothing herein shall be construed as a waiver by City of the sovereign tort immunity granted to City under the laws of the State.

ARTICLE NINE: ASSIGNMENT

9.1 Assignment. This SWPA Project Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Parties; provided, however, that neither this SWPA Project Agreement nor any interest herein shall be transferred or assigned by either Party except with the consent, in writing, (a) of the other Party, which consent shall not be unreasonably withheld, and (b) if and as necessary, of SWPA.

9.2 Voluntary Transfer of City Entitlement to Other Participant(s). For any reason, the City shall have the option of seeking to terminate its City Entitlement by transferring its City Entitlement to one or more other Participants. In this event, KMEA shall undertake or cause to undertake the following actions in the order indicated:

- (a) KMEA shall offer to allow each Participant that is not in default to acquire a pro-rata portion of the City Entitlement of the Participant seeking to terminate. Any part of the City Entitlement of the Participant seeking to terminate that shall be declined by any non-defaulting Participant shall be reoffered pro rata to the non-defaulting Participants that have accepted in full the first such offer. Such reoffering shall be repeated until the City Entitlement of the Participant seeking to terminate shall have been reallocated in full or until all non-defaulting Participants shall have declined to take any additional portion of such defaulting Participant's City Entitlement.

- (i) If the City Entitlement of the Participant seeking to terminate has been fully reallocated to one or more non-defaulting Participants, that Participant shall be permitted to terminate its City Entitlement.
- (ii) If the City Entitlement of the Participant seeking to terminate has not been fully reallocated to one or more non-defaulting Participants, that Participant shall have the option of terminating its City Entitlement provided that (1) KMEA is able to reduce its purchases under the KMEA-SWPA PSC by an amount equal to the portion of the City Entitlement not reallocated to one or more non-defaulting Participants, and (2) the termination of the City Entitlement does not take effect until such reduction to KMEA's purchases under the KMEA-SWPA PSC becomes effective.

(b) If, at the time of such offers described in Section 9.2(a) above, all six generating units at the Harry S. Truman project have been declared in commercial operation without operational constraints which would restrict the generating capacity of such project and such units are interconnected with the System of SWPA, then such offers shall include the additional entitlement associated with the Harry S. Truman Project in the City Entitlement. Otherwise, it is understood and agreed that any Participant's increased City Entitlement voluntarily acquired pursuant to Section 9.2(a) above shall carry with it the obligation to purchase a commensurate additional entitlement associated with the Harry S. Truman Project if and when the capacity and energy purchased by KMEA is increased pursuant to the KMEA-SWPA PSC as a result of the commercial operation of the Harry S. Truman project, as provided in Section 4.2(c)

(c) In the event of a termination of any Participant and reallocation of its City Entitlement pursuant to this Section 9.2, KMEA shall prepare a revised Schedule 4.1 and 4.2(c) reflecting the revised City Entitlements and City Percentages of all Participants.

ARTICLE TEN: DISPUTE RESOLUTION

10.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 10.1.

10.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 10.5, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).

(a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the “Demand”), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 10.4, each reference to a “Party” will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.

(c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA selection of arbitrators, it is not the Parties’ intention to require use of AAA or any other organization to administer any arbitration.

(d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as

the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.

(e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Section 8.2, or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.

(h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 10.4 or an arbitration award.

10.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE ELEVEN: DEFAULT AND REMEDIES

11.1 Events of Default. The following shall be Events of Default under this Agreement:

- (a) The failure of City to make a payment when due under this Agreement (a "Payment Default"); or
- (b) Assignment of this Agreement by City, other than as permitted pursuant to Article Nine or any other action or omission by City that would cause KMEA to be in breach of any provision of the KMEA-SWPA PSC; or
- (c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot

be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 8.2 and Section 11.5, and subject to the provisions of Section 10.4). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.3 Suspension of City Entitlement. If City has committed a Payment Default, KMEA may temporarily suspend City's right to receive its City Entitlement and the associated City Percentage of revenues and benefits. Such suspension shall continue until the earlier of (i) City shall have cured such Payment Default, (ii) the City shall have voluntarily transferred its City Entitlement to non-defaulting Participant(s) pursuant to Section 9.2, or (iii) KMEA shall have reduced its purchases under the KMEA-SWPA PSC by an amount equal to the City Entitlement.

11.4 Termination of Participation. If at any time City fails to cure a Payment Default within sixty (60) days after notice of City's non-payment has been provided by KMEA, KMEA may terminate the City's right to its City Entitlement; provided, however, City's obligation to make payments under this Agreement shall not be eliminated or reduced until such time as KMEA is able to reduce its obligations under the KMEA-SWPA PSC or the City shall have voluntarily transferred its City Entitlement to non-defaulting Participant(s) pursuant to Section 9.2. KMEA shall promptly provide notice of any such termination to all Participants.

11.5 No Termination by City. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement unless such termination is undertaken pursuant to Section 2.2(b), 2.2(c), or 9.2 of this Agreement.

ARTICLE TWELVE: TRANSFER OF CITY ENTITLEMENT FOLLOWING TERMINATION FOR DEFAULT

In the event of a default by any Participant and termination of such Participant's City Entitlement (plus its entitlement to Peaking Energy and Supplemental Peaking Energy, if any) pursuant to Section 11.4 of its SWPA Project Agreement, the following provisions shall be implemented to reallocate the City Entitlement of the defaulting Participant during the time period from the effective date of termination of the defaulting Participant's SWPA Project Agreement until the earlier of (i) the effective date of a related reduction in the amount of Hydro Peaking Power to be made available to KMEA by a quantity equal to the Federal Power entitlement then applicable to the defaulting Participant (if and when agreed to by SWPA in its sole discretion), or (ii) the termination of this Agreement.

The defaulting Participant's City Entitlement shall be offered to all non-defaulting Participants in the manner described in Section 9.2 above.

In the event that less than all of a defaulting Participant's City Entitlement shall be voluntarily accepted, pursuant to Section 12.2 above, by the non-defaulting Participants, KMEA shall be relieved of any further obligation to attempt to dispose of the remaining part of such defaulting Participant's City Entitlement for the remaining months of KMEA's continued receipt of such defaulting Participant's City Entitlement; however, in such event, KMEA shall transfer pro rata (based upon then-current City Entitlement), to all other Participants which are not in default, the remaining part of such defaulting Participant's City Entitlement until such time as KMEA is able to reduce its purchases of Federal Capacity and Federal Energy pursuant to the KMEA-SWPA PSC in an amount equal to the unclaimed portion of the defaulting Participant's City Entitlement.

Any part of the Hydro Peaking Power and Peaking Energy of a defaulting Participant voluntarily or involuntarily transferred pursuant to this Article Twelve to a non-defaulting Participant shall become a part of, and shall be added to, the City Entitlement of each transferee Participant, and the transferee Participant shall be obligated to pay for its City Entitlement increased as aforesaid, as if the City Entitlement of the transferee Participant, increased as aforesaid, had been stated originally as the City Entitlement of the transferee Participant in its SWPA Project Agreement. Provided, however, that with respect to any involuntary transfer pursuant to Section 12.3, the foregoing shall apply only to the period prior to any reduction of KMEA's purchases of Federal Capacity and Federal Energy pursuant to the KMEA-SWPA PSC in an amount equal to the unclaimed portion of the defaulting Participant's City Entitlement.

A defaulting Participant shall remain liable for all payments required to be made by it under its SWPA Project Agreement, except that the obligation of the defaulting Participant to pay KMEA shall be reduced to the extent that payments

shall be received by KMEA for that part of the defaulting Participant's City Entitlement which is voluntarily transferred to, and voluntarily accepted by, other Participants as provided in Section 12.2 of this Agreement.

ARTICLE THIRTEEN: UNCONTROLLABLE FORCE

If, for any reason of Uncontrollable Force, either of the Parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this SWPA Project Agreement, other than the obligations of the City to make the payments required under the terms of this SWPA Project Agreement and to increase its City Entitlement as required by Sections 12.2 and 12.3 of this Agreement, then, if such Party shall give notice and the full particulars of such reasons, in writing, to the other Party within a reasonable time after the occurrence of the event or cause specified, the obligation of the Party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Under no circumstances shall Uncontrollable Force be a defense to, or in any way affect, the City's obligations either to make payments required by this SWPA Project Agreement or to increase its City Entitlement as required by Sections 12.2 and 12.3 of this Agreement.

ARTICLE FOURTEEN: REPRESENTATIONS AND WARRANTIES

14.1 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 14.1(d) shall be to take all necessary and reasonable actions to defend the

enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

14.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

- (a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) City has received an allocation of Federal hydroelectric power and associated energy pursuant to the terms and conditions of SWPA's Final Power Allocations (1980-1988) 45 F.R. 19032 (1980).
- (c) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (d) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.
- (e) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 14.2(e) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.
- (f) City is and shall remain throughout the term of this Agreement a Member of KMEA.
- (g) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.
- (h) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence

of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(i) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

(j) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its City Entitlement or any or all of its interests under this Agreement, except upon the approval of KMEA, such approval not to be unreasonably withheld or delayed.

(k) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

ARTICLE FIFTEEN: CREDITWORTHINESS

City shall provide such financial information and operating data as KMEA is required to obtain from City under the KMEA-SWPA PSC or any rules or regulations applicable to KMEA related to the SWPA Project.

ARTICLE SIXTEEN: MISCELLANEOUS

16.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State, without regard to conflicts of law doctrines.

16.2 Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

16.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in

the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of Osawatomie, Kansas
439 Main St.
Osawatomie, KS 66064

Attention: City Manager

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

16.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

16.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

16.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or

exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

16.10 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

16.11 Amendments and Waivers.

(a) Except as expressly provided with respect to updates of Schedules 4.1 and 4.2(c), this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

16.12 Survival. Except for Articles Eight, Ten, and Eleven, and Articles Five and Six (to the extent applicable to obligations arising prior to termination), which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement.

16.13 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

KANSAS MUNICIPAL ENERGY AGENCY

By: _____
Name: Paul N. Mahlberg
Title: General Manager
Dated: _____

CITY OF OSAWATOMIE

By: _____
Name:
Title: Mayor

[SEAL]

Attest: _____
Name:
Title: City Clerk
Dated: _____

SCHEDULE 4.1

City	City Entitlement (kilowatts)	City Percentage
Anthony	300	5.88%
Baldwin City	100	1.96%
Colby	500	9.80%
Garnett	300	5.88%
Herington	300	5.88%
Holton	300	5.88%
Horton	200	3.92%
La Crosse	200	3.92%
Lindsborg	300	5.88%
Neodesha	400	7.84%
Norton	300	5.88%
Oberlin	200	3.92%
Osawatomie	300	5.88%
Ottawa	900	17.64%
Saint Francis	100	1.96%
Sharon Springs	100	1.96%
Wamego	300	5.88%
Total	5,100	100%

SCHEDULE 4.2(c)

City	Additional Entitlement Associated with Harry S. Truman Project(kilowatts)	Total Entitlement (kilowatts)	City Percentage
Anthony	600	900	10.23%
Baldwin City	100	200	2.27%
Colby	400	900	10.23%
Garnett	300	600	6.82%
Herington	100	400	4.55%
Holton	300	600	6.82%
Horton	100	300	3.41%
La Crosse	100	300	3.41%
Lindsborg	100	400	4.55%
Neodesha	200	600	6.82%
Norton	300	600	6.82%
Oberlin	100	300	3.41%
Osawatomie	100	400	4.55%
Ottawa	500	1,400	15.91%
Saint Francis	100	200	2.27%
Sharon Springs	-	100	1.14%
Wamego	300	600	6.82%
Total	3,700	8,800	100%

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Fire Department Roof.

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: In the 2019 budget \$25,000 for remodeling of the Fire Department building, with expected expenses in 2020 to fix the roof and guttering. However, the Fire Department indicated that before they spend money on any remodeling of their new space, they would rather repair the current roof to avoid any damage. The roof damage allows water to drain down the wall, causing damage to the building and equipment. Bids were sought for repair and replacement. In this case, staff believes that the rubberized roof coating option is the best solution. It was determined guttering was in good shape, but that water was getting behind it. The proposed work will tie the roof drainage into existing gutters.

For this option, we received the following bids:

Hensley Coating- \$25,843.00 + \$5.00 per foot for gutter down spouts.

Keaton Construction- \$ 27,759.69

HCS Roofing- \$36,620.50

JG Contracting- \$39,171.23

COUNCIL ACTION NEEDED: Discuss and consider.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends awarding the bid to Hensley Coating for \$25,843 with the option to repair/replace downspouts as needed.

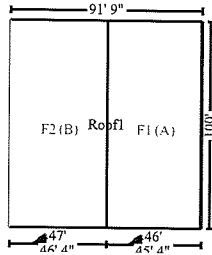


R.L. Keaton Construction

31650 Old KC Road
Paola, KS 66071

OSAWATOMIE_FIREDEPT

Main Level



Roofl

9300.00 Surface Area	93.00 Number of Squares
386.00 Total Perimeter Length	100.00 Total Ridge Length

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
DWELLING						
1. Clean with pressure/chemical spray	9214.00	SF	0.35	8.52	3,233.42	(0.00) 3,233.42
2. Elastomeric roof primer	9214.00	SF	0.50	298.30	4,905.30	(0.00) 4,905.30
3. Elastomeric roof coating - Flat roof	9214.00	SF	2.06	605.13	19,585.97	(0.00) 19,585.97
4. Taxes, insurance, permits & fees (Bid Item)	1.00	EA	35.00	0.00	35.00	(0.00) 35.00
~ As required per city code						
Dwelling Totals:			911.95	27,759.69		27,759.69
Totals: Roofl			911.95	27,759.69	0.00	27,759.69
Area Dwelling Total:			911.95	27,759.69		27,759.69
Totals: Main Level			911.95	27,759.69	0.00	27,759.69
Area Dwelling Total:			911.95	27,759.69		27,759.69
Line Item Totals: OSAWATOMIE_FIREDEPT			911.95	27,759.69	0.00	27,759.69

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
722.44 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
9,300.00 Surface Area	93.00 Number of Squares	386.00 Total Perimeter Length
100.00 Total Ridge Length	0.00 Total Hip Length	



HENSLEY COATING inc.

Conklin Master Contractor

SPECIALIZING IN COMMERCIAL AND INDUSTRIAL ROOFING.

31899 Somerset Road

Paola, KS 66071

913-294-2550 ph 913-294-5146 fax



PROPOSAL SUBMITTED TO Osawatomie Fire Department		PHONE FAX	DATE 03-04-2019
STREET		JOB NAME Fire Department Roof	
CITY, STATE, ZIP Osawatomie, KS		JOB LOCATION Osawatomie, KS	
CONTRACTOR: Dan Hensley	ROOF SYSTEM: Conklin MR System		

We hereby submit specifications and estimates for. **MR System**

Conklin's MR System.

1. Power wash metal roof surface.
2. Apply rust inhibiting metal primer to the surface.
3. Tighten loose screws and add screws where needed.
4. Imbed Spunflex reinforcement fabric in base coat over all seams.
5. Caulk all fasteners with sealant and seal around all roof penetrations.
6. Apply final white top coat over roof and walls for final application.
7. Issue Conklin nonprorated material warranty.

Pricing: (2 warranty options to choose from listed below)

10-year warranty system process listed above with Rapid Roof 3 coating:	\$ 21,976.50
15-year warranty system process listed above with Puma XL coating:	\$ 24,843.00
Closure Strip 100 feet each side total 200 feet	\$ 1,000.00
Install new 6-inch gutter (382 feet) and 8 downspouts:	\$ 3,250.00

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Final Pricing to be determined on owners choice of system (\$ _____)

Payment to be made as follows. We usually do 50% down with the balance at the completion of the job \$_____, If the balance is not paid within 10 days, 1.5% interest will be added monthly until paid, and all collection cost will be added to the amount. Checks should be made payable to

HENSLEY COATING INCORPORATED.

All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Not responsible for water damage before or during project. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature _____
Dan Hensley

NOTE: This proposal may be withdrawn by us if not accepted with 30 days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Replacement of Track Loader

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We were notified last month that the Bobcat program which allowed a year-to-year lease of a new loader was ceasing. The lease technically ends this month. We quickly asked for bids from dealers and have gathered the attached bids for a track loader.

We looked at various lease options and purchase options. Those are shown as well.

The attached spreadsheet shows that a Kubota from Romans Outdoor Power is the best price on a 4 or 5 year lease, but with the extra 2 year extended warranty, the Coleman 5 year lease may be the most attractive.

When looking at purchase options, we used the Bobcat as the model. The Lease model with a balloon purchase does not appear to be cost effective. If we are considering a purchase we should look at an outright 7-year loan (lease-purchase). However, we believe that the additional repair costs in the later life and the low residual value after 7 years, doesn't make that move very cost effective.

COUNCIL ACTION NEEDED: Discuss and consider.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends authorizing the City to enter into a 5-year lease with Coleman (or with Romans Power if an additional 2-year extended warranty can be negotiated with Roman for less than \$400 per year in additional cost).

Vendor	Description	Cash Price	5-year L/P	24 Mo	36 Mo	48 Mo	60 Mo	Warranty	Annual Hours
Victor L Phillips Const Equipment	2019 Case TR340 T4B	\$ 61,280.00	\$ 1,137.01		\$ 1,159.98			?	500 hours
	Compact Track Loader 84" Bucket		13,644.18		13,919.76 FMV				
Romans Outdoor Power	Kubota SVL95-2SHFC	\$64,300.00	\$ 1,193.05	\$ 1,530.95	\$ 1,095.56	\$ 954.85	\$ 872.72	2-yr/2000 hr	600 hours
	80" Bucket		14,316.59	18,371.40	13,146.72	11,458.20	10,472.64		
Foley Equipment	2019 Caterpillar 299D2 with bucket	\$73,752.49	\$ 1,368.43	\$ 1,606.24				?	500 hours
			16,421.22	39,760.00					
Coleman Equipment	Kubota SVL95 Track Skid Steer	\$65,902.40	\$ 1,222.78				\$ 905.01	4-yr/2000 hr	600 hours
			14,673.37				\$10,860.06 FMV		
KC Bobcat	Bobcat T770	\$64,863.00	\$ 1,203.50	\$ 1,787.39	\$ 1,301.53	\$ 1,098.52	\$ 966.57	?	500 hours
	Track Skid Steer		14,441.95	21,448.68	15,618.36	13,182.24	11,598.84		
				27,978.28	26,207.32	23,846.04	22,078.08		

Purchase Analysis of Bobcat

Initial Price 64,863

		<u>Lease Options</u>		<u>Purchase Options</u>			
		<u>4-year w/ balloon</u>	<u>5-year w/ balloon</u>	<u>5-year</u>	<u>6-year</u>	<u>7-year</u>	
Year 1	Lease	13,182.24	Lease	11,598.84	14,441.95	12,266.84	10,715.62
Year 2		13,182.24		11,598.84	14,441.95	12,266.84	10,715.62
Year 3		13,182.24		11,598.84	14,441.95	12,266.84	10,715.62
Year 4		13,182.24		11,598.84	14,441.95	12,266.84	10,715.62
Year 5	Pmt	12,525.07		11,598.84	14,441.95	12,266.84	10,715.62
Year 6		12,525.07	Pmt	11,594.88	-	12,266.84	10,715.62
Year 7		-		11,594.88	-	-	10,715.62
7 Year Cost		77,779.11		81,183.96	72,209.73	73,601.03	75,009.36
	Balloon	23,846.04		22,075.08			

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 11, 2019

AGENDA ITEM: Northland Farmground Lease

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We received only one bid for the Northland property bid from Jerod Ryckert for the land use is:

The bids were:

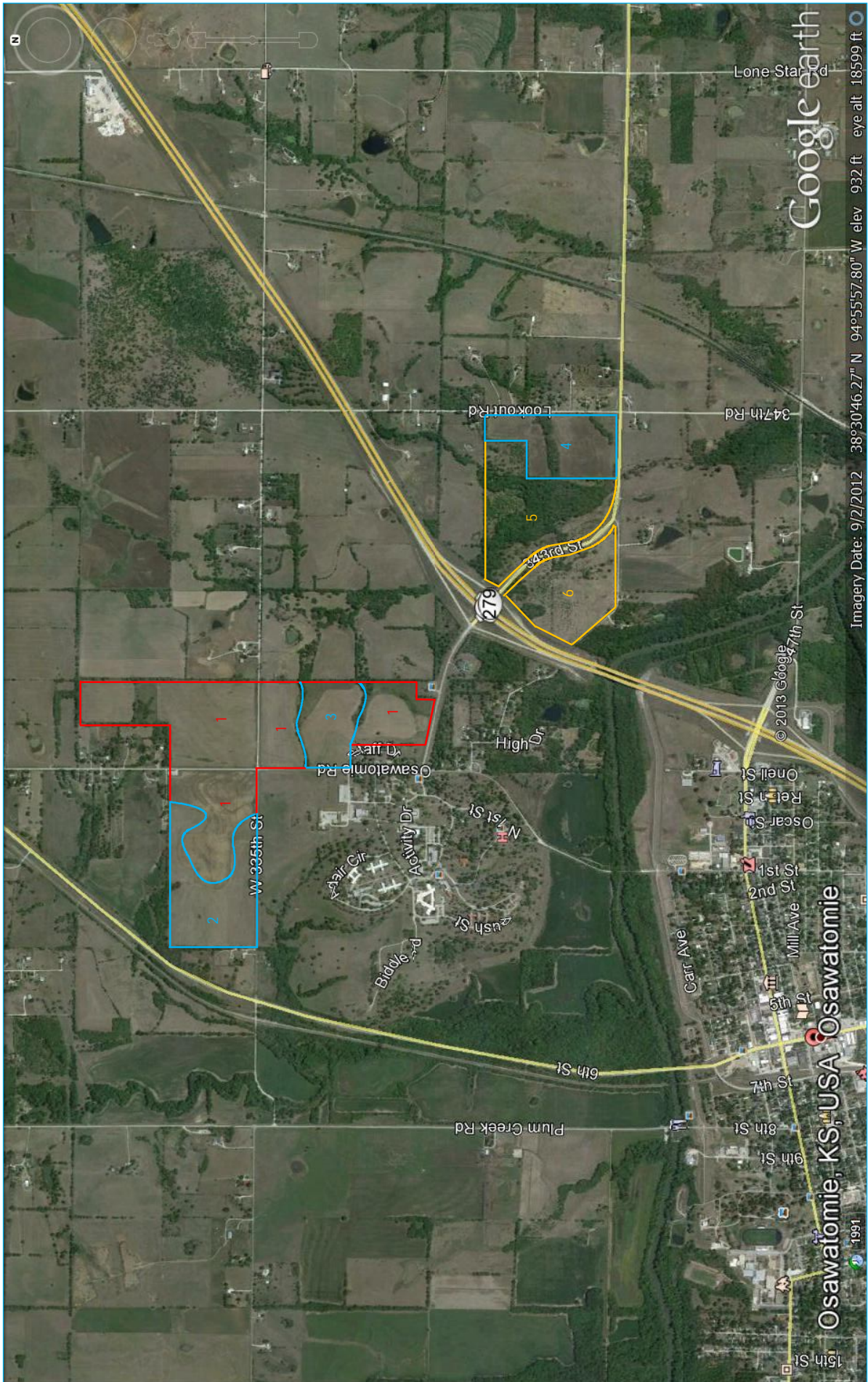
Parcel 1	116 acres of Pasture land	\$107.10 per acre
Parcel 2	45 acres of hay ground	\$41.50 per acre
Parcel 4	89 acres pasture and hay ground	\$22.50 per acre.

The annual total for these three parcels is \$16,293.60.

Section 3 on the map was designated for the future apartment complex which appears to be developing slower than expected. Jerod Ryckert has agreed to pay \$50.00 per acre for 13 acres of hay ground in this area.

COUNCIL ACTION NEEDED: Discuss and consider.

STAFF RECOMMENDATION TO COUNCIL: Authorize the City Manager to negotiate and approve a lease with Jarod Ryckert based on the amounts stated above.



CITY OF OSAWATOMIE



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

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

L. Mark Govea, Mayor

Osawatomie Farmland Lease Bid

March 11, 2019

The City of Osawatomie has three (3) parcels of land which will be available for rent for the 2019 agricultural season. Tenant awarded rental on each of the following parcels, will be held responsible for control of noxious weeds at his/her expense.

Parcel# 1- 116 acres of pasture ground, located in the area of 335th Street and Osawatomie Rd.
Parcel ID #'s 1473600001024000, 1710100001005020, and part of 1473500002010000

Parcel# 2- 45 acres of hay ground, located in the area of 335th Street and Osawatomie Rd.
Parcel ID # part of 1473500002010000

Parcel #4- 89 acres of pasture ground, and Hay ground located at 169 Highway & 343rd Street. This is section 4 and 5 on the map. Parcel ID # 1710100004003000

See attached map;

Section 3 on the map will be an alternate as that land is slated to be built on in the near future.
Section 6 has the paint ball area and is available with restrictions.

The awarded bidder on the pasture ground will be responsible for keeping fences in working order. The city will consider bids for one (1) and up to a three (3) year lease.

Sealed bids specifying parcel number at a per acre rate will be accepted; which are to be mailed or hand delivered to the Osawatomie City Clerks Office at 509 Fifth Street Osawatomie Kansas 66064.

Bids will be accepted until April 1, 2019.

Details of current lease terms and requirements are available at City Hall for review

If you have any questions please contact the Osawatomie City Clerk at 913-755-2146 Ext. 104

CITY OF OSAMATOMIE
YTD TREASURERS REPORT
AS OF: FEBRUARY 28TH, 2019

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	380,726.69	582,527.81	319,638.56	643,615.94	0.00	(25,070.37)	618,545.57
02 -WATER	286,565.26	175,394.92	81,178.74	380,781.44	0.00	(9,603.69)	371,177.75
03 -ELECTRIC	470,999.15	633,250.41	304,436.39	739,813.17	0.00	(79,314.68)	720,498.49
04 -SEWER	226,028.83	124,317.82	74,059.56	276,287.09	0.00	(13,849.40)	262,437.69
05 -REFUSE	6,485.72	210.00	905.49	5,790.23	0.00	(1,383.05)	4,407.18
06 -LIBRARY	104,505.74	352.10	550.59	104,307.25	0.00	(89.76)	104,217.49
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 -INDUSTRIAL PROMOTION	102,181.83	4,502.61	13,294.78	93,389.66	0.00	0.00	93,389.66
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	34,674.20	0.00	0.00	34,674.20	0.00	0.00	34,674.20
12 -STREET IMPROVEMENTS	244,185.16	30,571.32	4,672.68	270,083.09	0.00	(437.85)	269,645.95
13 -TOURISM	47,849.20	3,879.77	1,711.26	50,017.71	0.00	(765.34)	49,252.37
14 -PUBLIC SAFETY EQUIPMENT	89,459.54	16,753.06	35,368.18	70,844.42	0.00	(1,050.00)	69,794.42
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	18,672.52	7,688.90	25,252.65	1,108.77	0.00	(810.66)	298.11
21 -CIP - GENERAL	174,072.57	0.00	40,000.00	134,072.57	0.00	0.00	134,072.57
22 -CIP - WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 -CIP - ELECTRIC	194,622.89	881.31	26,064.20	169,440.00	0.00	(1,837.50)	167,602.50
24 -CIP - SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 -CIP - STREET PROJECT	771,652.38	0.00	220,944.38	550,708.00	0.00	0.00	550,708.00
27 -CIP - GRANTS	24,466.42	0.00	4,234.16	20,232.26	0.00	(35.00)	20,197.26
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	203,007.31	283,862.09	100,345.70	386,523.70	0.00	0.00	386,523.70
32 -CAFETERIA 125	80,319.46	3,653.88	6,758.81	77,214.53	0.00	0.00	77,214.53
35 -TECHNOLOGY FUND - CIP	133,103.19	0.00	8,651.85	124,451.34	0.00	(7,479.69)	116,971.65
41 -BOND & INTEREST	201,266.98	216,014.58	125,040.00	292,241.56	0.00	0.00	292,241.56
43 -ELECTRIC DBT SERVICE	149,988.39	72,620.84	96,250.00	126,359.23	0.00	0.00	126,359.23
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	14,864.54	2,626.00	1,025.00	16,465.54	0.00	0.00	16,465.54
53 -FOREFEITURES	2,562.35	4,190.42	0.00	6,752.77	0.00	0.00	6,752.77
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.84	0.00	0.00	0.84	0.00	0.00	0.84
93 -PAYPAL CLEARING FUND	0.01	0.00	0.00	0.01	0.00	0.00	0.01
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,992,459.37	2,163,297.84	1,490,382.98	4,665,374.23	0.00	(141,726.99)	4,523,647.24

*** END OF REPORT ***