

OSAWATOMIE CITY COUNCIL
AGENDA
April 25, 2019
6:30 p.m., City Hall Conference Room

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 25th Agenda
 - B. Pay Application – South County Htg. – New Electric Shop - HVAC - \$10,339.67
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
 - A. Condemnation Extension Consideration – 409 5th Street
 - B. Lease-Purchase Agreement - Golf Carts/Mower
10. New Business
 - A. Ordinance - Permanent Street Bonds
 - B. Resolution - Permanent Street Bonds
 - C. New Electric Shop Apron Bids
11. Council Report
12. Mayor's Report
13. City Manager & Staff Reports
14. Executive Sessions
 - A. Non-Elected Personnel
 - B. Attorney-Client Matters
15. Other Discussion/Motions
16. Adjourn

NEXT MEETING – May 9, 2019

South County Htg. & Ctg.
 32582 W 379th St
 Osawatomie, KS 66064
 913-755-6567

827357

| | | | | | | |
|--|------------|--------------|--------|-----------|-------------|----------|
| CUSTOMER'S ORDER NO. | DEPARTMENT | DATE 4-18-19 | | | | |
| NAME City of Osawatomie (Electric Shop) | | | | | | |
| ADDRESS 9 th & Lincoln Terry Ulfshaw 913-731-1269 | | | | | | |
| CITY, STATE, ZIP Osawatomie, KS 66064 | | | | | | |
| SOLD BY | CASH | C.O.D. | CHARGE | ON. ACCT. | MDSE. RETD. | PAID OUT |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|----------|---------------------------------|-------|-----------|
| 1 | Install | | 10,339.67 |
| 2 | | | |
| 3 | Day & Night | | |
| 4 | 3 Ton Heat Pump | | |
| 5 | 4 Ton Var Speed Air Handler | | |
| 6 | 15 KW STRIP Heater | | |
| 7 | Ductwork / Diffusers / RA Grill | | |
| 8 | Lineset / Pad / Whip | | |
| 9 | | | |
| 10 | Job 90% Completion Due | | 9305.70 |
| 11 | | | |
| 12 | Remainder Due Upon Completion | | 1033.97 |
| 13 | | | |
| 14 | Please Remit a COPY OF 2019 | | |
| 15 | Tax Exemption For Our Records | | |
| 16 | | | |
| 17 | | | 9305.70 |
| 18 | | | |

RECEIVED BY *Thank you,*

A-5805
 T-46320/46350

KEEP THIS SLIP FOR REFERENCE *Mike*

01-11



South County Heating & Cooling LLC

32582 W 379th St.
Osawatomie, Ks 66064
913-755-6567

Estimate

| | |
|----------|------------|
| Date | Estimate # |
| 4/4/2019 | 1044 |

| |
|-----------------------|
| Name / Address |
| City of Osawatomie |

| Description | Qty | Rate | Project |
|---|-----|-----------|--------------------|
| | | | Electric Shop |
| | | | Total |
| Installation Day & Night 3 Ton 14 SEER Heat Pump 3.5 Ton Air Handler w/ TXV 15 KW Strip Heater Pad, Whip, Disconnect, Line Set, Duct Work Commercial Application Warranty Applies 1 Year Labor Warranty Estimate Good Thru 6/30/19 Thank you for your consideration, Mike | | 10,339.67 | 10,339.67 |
| Total | | | \$10,339.67 |

| |
|----------------|
| Phone # |
| 913-755-6567 |

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 25, 2019

AGENDA ITEM: 409 5th Street Condemnation

PRESENTER: Ed Beaudry, City Building Official

ISSUE SUMMARY: On April 22, 2019, I made contact with Ms. Darby Lindsey in regards to 409 5th Street. Ms. Lindsey stated she has been out of town for a family emergency, and has been out of touch with her contractor and the engineer. I asked her if she would have any building estimates or an engineer plan for the house by April 25th, which was the agreed upon date. Ms. Lindsey stated she would not. I then told Ms. Lindsey that the City of Osawatomie will need the money (\$4467.00 owed for the Asbestos abatement and legal documentation) to show the council that she and her husband were serious about moving forward with the house remodel.

Ms. Lindsey asked if the city would take payments in regards to the out of pocket money, I told her I would check with the City Manager. Ms. Lindsey stated she would talk with her husband in regards to the payment.

The City Manager expressed concerns about allowing payments for this amount, especially as the point of the reimbursement was to prove their intent.

April 23. I called and spoke with Ms. Lindsey to touch base about her ability make the payment. She told me they had not come up with a definite decision as of yet. Ms. Lindsey stated they are still intent on moving forward with the remodel. Ms. Lindsey also asked for more time to get the engineer and contractor estimates completed and begin the remodel.

I told Ms. Lindsey I could not make that decision. The decision to move forward with the demo would come from the City Manager and City Council, who must grant another extension for the remodel.

Assistant to the City Manager Meagan Borth and Ms. Linsey will be making plans to SKYPE in to the council meeting as agreed on by city council members at the March 28th council meeting.

April 24. I spoke with Ron Shade, he stated he has spent a lot of time trying to hire an engineer and get the process started. Ron told me he had called 37 engineers and only 4 returned his calls, he then

hired one engineer and placed a retainer for his services. I am waiting for the name of the engineers name. Ron then asked about the cities concerns with the house, I told him the city staff had concerns with not seeing or hearing of any work being done to the house. I also told him with the lack of work being done to the house, the staff had concerns with the expense payment. Ron then told me he worked for a corporation and he had to go through a process to get a check cut for the expenses. Ron then told me he would have a check cut within 90 days for the expenses. I told Ron I needed the name of the engineer, and a copy of the receipt showing payment for the engineer, to show the city council that he was intent on moving forward.

Listed below is the expense breakdown, and required building permits with the exception of the foundation. The foundation permit cost estimates are \$.33 Sq. ft.

| Out-of-Pocket” City Expenses to Date | Amount |
|---|---------------|
| Title work | \$ 225 |
| Electric Service Disconnect | 268 |
| Asbestos Inspection and Abatement | 3,790 |
| Postage for certified letters | 6 |
| Newspaper publishing | 178 |
| Total | \$ 4,467 |

| Building Permits required | Amount |
|----------------------------------|---------------|
| Building permit | \$ 412 |
| Electrical permit | 35 |
| Plumbing permit | 35 |
| HVAC | 35 |
| Total | \$ 517 |

COUNCIL ACTION NEEDED: Review the circumstances and hear the appeal from Ms. Lindsey.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends that the Council listen to Ms. Lindsey’s appeal and approve or deny by motion any delay that might be granted towards the demolition of the property. Staff would further recommend that any out-of-pocket costs (most of which we believe are listed in this memo) be reimbursed to the City prior to the issuance of any building permit. Staff is apprehensive in allowing this process to go any further, as there has been nothing done with the house other than a contractor coming in and cutting several holes in the floor of the house allowing a pump to be placed in the crawl space to pump out the water. The problem is that this is a very wet time of year and with the cracks in the foundation allowing rain water to flow into the crawl space, it may take several months before it is dry enough for the contractor to get under the house, extending this process even longer.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 25, 2019

AGENDA ITEM: Golf Carts & Brush Hog Mower

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On March 13, 2019, I brought to the Council a proposal for golf carts and a brush hog mower from Bryan Minnis, Chief Operating Officer of GreatLIFE Golf. The proposal was to purchase 45 golf carts and a mower that they are in the process of replacing. At the meeting you authorized me to come back to you with a final agreement for the GreatLIFE after determining that the reduction in annual GreatLIFE consulting fees made financing through GreatLife a better proposal than we could get with private financing.

Attached is an agreement for the City to purchase (45) 2015 Club Cars for \$3,050 per unit and (1) brand new Landpride 14' mower for \$15,000. The proposal is that the City would: (a) purchase these items, (2) receive a credit of \$43,600 for 30 carts the City would sell to GreatLIFE, (c) finance the carts with GreatLIFE for 7 years with 5% interest and no down payment, and (d) receive a 50% reduction in the \$10,000 annual affiliation fee over the term of the agreement (\$45,000 over the life of the agreement).

The annual payment would be about \$18,500, but the attached analysis shows that the reduction in cart rentals and the reduction in the GreatLIFE contract, would make the effective cost of these carts, about \$8,500 per year. Furthermore, we had planned some ongoing costs for these items, so the budget hit to the City long-term would be very modest.

As stated in the earlier memo, the City's current Brush Hog is at the end of its lifespan and was budgeted to be replaced this fiscal year for \$17,000. Similarly, the current golf carts are in deteriorating condition, continue to break down regularly, and the quantity is often not enough for the larger events. Also, the lack of carts has resulted in the club having to rent golf carts on at least eight occasions in 2018, totaling over \$7,300 in charges for renting approximately 126 units. The 96 rentals from KC Cart came to an average of \$65 per cart. The rentals from other courses totaled 30 units at an average of \$34 per cart.

COUNCIL ACTION NEEDED: Review and consider the proposed agreement.

STAFF RECOMMENDATION TO COUNCIL: Authorize the City Manager to execute the lease-purchase agreement on behalf of the City with GreatLIFE.

EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of April 25, 2019, and entered into between **GreatLIFE Kansas City LLC**, a limited liability company organized and existing under the laws of the state of Kansas, with offices in the state of Kansas (“Lessor”), and the **City of Osawatomie, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas (“Lessee”).

1. **Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in Exhibit A, for the purposes and subject to the terms and conditions set forth in this Agreement. This Agreement (which includes all attached exhibits, together with any amendments and modifications made according to its terms) is referred to as the “Lease” or the “Agreement”. The Agreement is conditioned on the Lessee providing the “Trade-In Equipment” to the Lessor as described in Exhibit A. Additionally, as part of the Agreement, Lessor will limit its Affiliate Consulting Partnership contract with the City to a maximum of \$5,000 annually during the term of the Agreement.

2. **Term.** The “Commencement Date” for the Lease is the date when interest commences to accrue under the Lease, which shall be the date referred to in Exhibit A-1. On or before the Commencement Date, Lessor shall have provided the Equipment to the Lessee, or made other arrangements for delivery as mutually agreed by both parties. The “Lease Term” for the Lease means the Original Term and all Renewal Terms. The “Original Term” means the period from the Commencement Date for the Lease until the end of Lessee’s fiscal year (the “Fiscal Period”) in effect on the Commencement Date. The “Renewal Term” for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date of this Lease and as of the Commencement Date as follows: (a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas (the “State”) with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated herein and to perform all of its obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation; (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the next Fiscal Period, and such other financial information relating to the ability of Lessee to continue the Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on Exhibit A and expects to make immediate use of the Equipment.

4. **Tax and Arbitrage Representations.** Lessee represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1); (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (c) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (d) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (e) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

5. **Lease of Equipment.** Lessee demises, leases and lets the Equipment to Lessor, and in turn, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms of this Agreement. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term provided by this Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the Lease during the next succeeding Fiscal Period until all Rental Payments payable under the Lease have been paid in full, unless Lessee terminates this Lease under Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments during such terms. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is only obligated to pay Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, the Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or

Renewal Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

9. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.*

10. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. **Delivery; Acceptance.** Lessee has ordered the Equipment, and will cause the Equipment to be delivered by the Lessor, at the location specified. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

13. **Use; Maintenance.** Lessee will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

14. **Title.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under this Lease; provided that title shall immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the Lease other than termination pursuant to Section 22, or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee’s obligations, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment and on all proceeds therefrom. Lessee agrees to execute such

additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by the Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during the Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1; (b) liability insurance that protects Lessee from liability in form and amount customary and comparable to coverage on similar equipment owned by the Lessee; and (c) workers' compensation coverage as required by the laws of the State; provided that, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term, if requested by Lessor. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice to Lessor before any such cancellation or modification.

18. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall not be obligated to, maintain and repair the Equipment and pay the cost to do so. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation, each after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor’s interest in the Equipment. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THE LEASE.

21. **Vendor’s Warranties.** Lessor irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not effect the rights or obligations of Lessor with respect to the Lease, including the right to receive full and timely payments under the Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. **Purchase Option.** Lessee shall have the option to purchase Lessor’s interest in all of the Equipment, (a) upon giving written notice to Lessor at least 30 days before the date of purchase specifying the date for such purchase (“Purchase Date”) and upon payment in full of all the Rental Payments then due under the Lease plus accrued interest from the immediately preceding Rental Payment Date to the Purchase Date; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in the Lease, on the Purchase Date specified in Lessee’s notice to Lessor of its exercise of the purchase option upon

payment in full to Lessor of the Rental Payments then due under such Lease plus accrued interest from the immediately preceding Rental Payment date to such Purchase Date.

23. **Assignment.** Lessor's right, title and interest in and to the Lease, including Rental Payments and any other amounts payable by Lessee hereunder and all proceeds from this Lease, may be assigned and reassigned to one or more assignees or sub-assignees by Lessor with the prior consent of Lessee (which shall not be unreasonably withheld); provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered with the City Clerk. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in the Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, subject to compliance with this Section, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Rental Payments under the Lease.

None of Lessee's right, title and interest in, to and under the Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease at the time specified; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 business days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee under the Lease and other amounts payable by Lessee under the Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under the Lease, Lessor may enter the premises where the Equipment listed in the Lease is located and retake possession of such Equipment and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the

Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 of the Lease; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under the Lease (after deducting all costs and expenses referenced in this Section) shall be applied to amounts due pursuant to the Lease and other amounts related to the Lease or Equipment. The exercise of any remedies in respect of any Event of Default shall not relieve Lessee of any other liabilities under any other lease or with respect to other Equipment listed in another lease.

26. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity.

27. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

Lessee: City of Osawatomie, Kansas
Attn: City Clerk
439 Main St., P.O. Box 37
Osawatomie, Kansas 66064

Lessor: GreatLIFE KC LLC
Attn: Chief Operating Officer
7000 West 133rd St.
Overland Park, Kansas 66209

29. **Miscellaneous Provisions; Amendment.** The Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of the Lease. The Lease may be amended by mutual written consent of Lessor and Lessee. The Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State.

30. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment, less the value of Trade-In Equipment, if paid for by cash is \$108,650.

(B) The annual average effective interest cost is 5.0%.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is \$0.00.

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DRAFT

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

CITY OF OSAWATOMIE, KANSAS

By _____
Donald R. Cawby, City Manager

“LESSEE”

DRAFT

GREATLIFE KANSAS CITY LLC
Overland Park, Kansas

By _____
Bryan Minnis, Chief Operating Officer

“LESSOR”

DRAFT

**EXHIBIT A
TO
EQUIPMENT LEASE AGREEMENT**

Equipment

(45) 2015 Club Car (Navy with Light Tan Colored Seat) - \$3,050 per unit
Units include: Windshield, Cooler, Sweater Basket

(1) 2019 Landpride 14' Smooth Top Cutter - \$15,000

Trade-in Equipment

(28) Yamaha Carts Golf Carts with rebuilt clutches in working condition - \$1,500 per cart

(2) Yamaha Carts with bad engines - \$800 per cart

**EXHIBIT A-1
TO
EQUIPMENT LEASE AGREEMENT**

Rental Payment Schedule

City of Osawatomie Amortization Schedule

Commencement Date: 2019-05-01

Interest Rate

5.00%

| Payment # | Payment Date | Payment Amount | Principal | Interest | Outstanding Balance |
|---------------|--------------|----------------------|----------------------|---------------------|---------------------|
| | | | | | \$ 108,650.00 |
| 1 | 2019-08-01 | \$ 4,622.91 | \$ 3,264.78 | \$ 1,358.13 | 105,385.22 |
| 2 | 2019-11-01 | 4,622.91 | 3,305.59 | 1,317.32 | 102,079.62 |
| 3 | 2020-02-01 | 4,622.91 | 3,346.91 | 1,276.00 | 98,732.71 |
| 4 | 2020-05-01 | 4,622.91 | 3,388.75 | 1,234.16 | 95,343.96 |
| 5 | 2020-08-01 | 4,622.91 | 3,431.11 | 1,191.80 | 91,912.85 |
| 6 | 2020-11-01 | 4,622.91 | 3,474.00 | 1,148.91 | 88,438.85 |
| 7 | 2021-02-01 | 4,622.91 | 3,517.42 | 1,105.49 | 84,921.43 |
| 8 | 2021-05-01 | 4,622.91 | 3,561.39 | 1,061.52 | 81,360.04 |
| 9 | 2021-08-01 | 4,622.91 | 3,605.91 | 1,017.00 | 77,754.13 |
| 10 | 2021-11-01 | 4,622.91 | 3,650.98 | 971.93 | 74,103.15 |
| 11 | 2022-02-01 | 4,622.91 | 3,696.62 | 926.29 | 70,406.53 |
| 12 | 2022-05-01 | 4,622.91 | 3,742.83 | 880.08 | 66,663.70 |
| 13 | 2022-08-01 | 4,622.91 | 3,789.61 | 833.30 | 62,874.09 |
| 14 | 2022-11-01 | 4,622.91 | 3,836.98 | 785.93 | 59,037.10 |
| 15 | 2023-02-01 | 4,622.91 | 3,884.95 | 737.96 | 55,152.16 |
| 16 | 2023-05-01 | 4,622.91 | 3,933.51 | 689.40 | 51,218.65 |
| 17 | 2023-08-01 | 4,622.91 | 3,982.68 | 640.23 | 47,235.97 |
| 18 | 2023-11-01 | 4,622.91 | 4,032.46 | 590.45 | 43,203.52 |
| 19 | 2024-02-01 | 4,622.91 | 4,082.87 | 540.04 | 39,120.65 |
| 20 | 2024-05-01 | 4,622.91 | 4,133.90 | 489.01 | 34,986.75 |
| 21 | 2024-08-01 | 4,622.91 | 4,185.57 | 437.33 | 30,801.18 |
| 22 | 2024-11-01 | 4,622.91 | 4,237.89 | 385.01 | 26,563.28 |
| 23 | 2025-02-01 | 4,622.91 | 4,290.87 | 332.04 | 22,272.41 |
| 24 | 2025-05-01 | 4,622.91 | 4,344.50 | 278.41 | 17,927.91 |
| 25 | 2025-08-01 | 4,622.91 | 4,398.81 | 224.10 | 13,529.10 |
| 26 | 2025-11-01 | 4,622.91 | 4,453.80 | 169.11 | 9,075.30 |
| 27 | 2026-02-01 | 4,622.91 | 4,509.47 | 113.44 | 4,565.84 |
| 28 | 2026-05-01 | 4,622.91 | 4,565.84 | 57.07 | - |
| TOTALS | | \$ 129,441.45 | \$ 108,650.00 | \$ 20,791.45 | |

Golf Cart & Brush Hog Analysis

GL Proposal

| | quantity | unit price | total | Rate | Years | Periods |
|-----------|----------|------------|----------|---------------|-------|---------|
| Carts | 45 | 3,050 | 137,250 | 5.00% | 7 | 4 |
| Brush Hog | 1 | 15,000 | 15,000 | | | |
| Trade in | 28 | (1,500) | (42,000) | Annual Pmt | | |
| Trade in | 2 | (800) | (1,600) | (\$18,491.64) | | |
| Total | | | 108,650 | | | |
| Fee Disc | 7 | 5,000 | 35,000 | | | |

| | Impact | Impact | Impact | Impact | Impact | Impact | Impact | Total | |
|----------------|---------|----------|----------|----------|----------|----------|----------|---------|-----------|
| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Discount | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | - | 35,000 |
| Avoided Rent | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 40,000 |
| Total | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 5,000 | 75,000 |
| Payment | (9,246) | (18,492) | (18,492) | (18,492) | (18,492) | (18,492) | (18,492) | (9,246) | (129,441) |
| Savings/(Cost) | 754 | (8,492) | (8,492) | (8,492) | (8,492) | (8,492) | (8,492) | (4,246) | (54,441) |
| Planned CIP | 17,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 52,000 |
| Savings/(Cost) | 17,754 | (3,492) | (3,492) | (3,492) | (3,492) | (3,492) | (3,492) | 754 | (2,441) |

MEMO

To: Don Cawby, City Manager, City of Osawatomie, KS
From: Bryan Minnis, Chief Operating Officer, GreatLIFE Golf & Fitness
Date: April 22, 2019
Re: Osawatomie Golf Club - Golf Carts and Brush Hog Rough Mower

This memo is designed to inform the City of Osawatomie of one possible solution to the current golf car situation and rough mower situation at the course. Both situations have their challenges and GreatLIFE believes it may have a solution to both that not only makes sense but is tenable.

Currently Osawatomie Golf Club has 34 carts, 33 of which are in working or could be made to be in working order. They are a combination of older (2004 - 2008) Yamaha's. The club also has an old Brush Hog that is in poor shape and needs repair. Both items have made it difficult to operate with efficiency at times and especially as it relates to the cart fleet, the club has had to rent carts on numerous occasions to host golf events. The renting of these additional carts can put a burden on both profitability as well as simply being able to book such events.

GreatLIFE has recently purchased new carts for its premier property Canyon Farms. The previous cart fleet, which is now available, is comprised of 2015 model Club Car's in excellent condition. We chose to purchase new golf cars to coincide with the opening of our new \$8 million-dollar clubhouse facility so that our members could have the best that technology and services today can offer. In doing so, we have created a unique opportunity that could benefit the City of Osawatomie. These golf cars retail for \$3,800 - \$4,000 on the open market. In an effort to continue to work with our GreatLIFE partners to improve their facilities and services, we think it is in our interest to offer a part of the fleet (45 golf cars) to Osawatomie if they think it could be beneficial to upgrade their current fleet at this time. We have also located a Brush Hog that would satisfy the rough mowing needs of the club that can be packaged with this opportunity. GreatLIFE is willing to owner finance these 45 carts and the rough mower at a reasonable rate over a 7-year period and take in trade 30 of the carts in the Osawatomie's fleet. Our goal is to make the purchase of these items both affordable and create terms that will not stress the budget of the course. In a nutshell, the city could improve its fleet considerably while adding an additional (and much needed) 12 golf cars and new rough mower to their fleet that should take the club into the foreseeable future while only burdening the course budget by \$13,008 per year.

The following page outlines the scenario we are willing to entertain.

Osawatomie Golf Course to receive:

(45) 2015 Club Car (Navy with Light Tan Colored Seat)
\$3,050 per unit

Units include:

- Windshield
- Cooler
- Sweater Basket

(1) 2019 Landpridr 14' \$15,000
● Smooth Top Cutter

Terms:

\$137,250 Purchase Price for Golf Cars
\$15,000 Purchase Price for Brush Hog

\$152,250 Total Price

-\$43,600 GreatLIFE to purchase (30) Osawatomie Yamaha Carts with rebuilt clutches
(28) in working condition for \$1,500 per cart
(2) with bad engines for \$800 per cart

\$108,650 Balance to be paid over 7 years at an interest rate of 5% (\$1,535.65) per month
\$0 down and financed by GreatLIFE secured by City of Osawatomie guarantee

Additionally, GreatLIFE will reduce its Affiliate Consulting Partnership contract with the city by 50% over the term of the note. This will save the city an additional \$416 per month, bringing the total burden of the new equipment purchase to **\$1,119.65 per month.**

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 25, 2019

AGENDA ITEM: **Bond Ordinance and Resolution for Permanent Debt Issuance**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: In November of 2017 City Council approved the issuance of temporary notes to fund the Phase II Main Street project. We estimated that we would need \$1,150,000 in permanent bonds, along with \$400,000 in CDBG funds and \$500,000 from the Miami County Road/Bridge sales tax. Therefore, you approved \$1,650,000 in General Obligation Temporary Notes to provide cash for the project as a principal amount. Those notes are due in June and we are moving forward to issue permanent financing for these projects. The table below explains how we got from the temporary notes to the permanent note amounts.

| | |
|------------------------------|--------------------|
| Temporary Notes | \$1,650,000 |
| Interest | +\$85,000 |
| Miami County | -\$500,000 |
| Underspent | -\$20,000 |
| 2019 Payment (to Principal) | -\$80,000 |
| Permanent Bonds Total | \$1,135,000 |

We received two bids on the bonds, and First Option Bank was able to lower its bid in accordance with the City's Financial Policies and the proposed permanent would be directly placed at 3.6% with FOB for 20 years. The decision was made to directly place the bonds was made because we expected costs of a traditional rating and placement process for this smaller issuance to be outweighed by any projected savings in interest rates.

COUNCIL ACTION NEEDED: Consider the proposed Bond Ordinance and Bond Resolution as presented.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends approval of the Ordinance and Resolution as presented. Since there is an Ordinance, the two items must each be approved in separate motions.

(Published in the *Miami County Republic* on May 2, 2019)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2019-A, IN THE PRINCIPAL AMOUNT OF \$1,135,000, TO FINANCE COSTS OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER DOCUMENTS AND ACTIONS AND MAKING COVENANTS WITH RESPECT TO THE BONDS.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the "City"), under the authority of K.S.A. 12-685 *et seq.*, as amended and supplemented (the "Main Trafficway Act"), has designated certain streets in the City as main trafficways, in Ordinance No. 3719; and

WHEREAS, pursuant to the Main Trafficway Act and Ordinance No. 3720 (as amended by Ordinance No. 3748), the City has authorized construction and reconstruction of Main Street from 1st through 5th Street and from 7th Street to 12th Street, and 12th Street from Main Street to Parker Avenue, as follows: (1) reconstruct pavement with 8" concrete on a 6" crushed stone base from 1st Street to 5th Street, and (2) reconstruct intersection aprons, driveways to the right-of-way line, sidewalks and sidewalk ramps and all things necessary and related thereto, according to plans and specifications previously approved by the Governing Body and City staff (the "Project"); and

WHEREAS, pursuant to the Bond Act, the governing body has authorized the private placement of general obligation bonds of the City, and the notice of the intent to seek private placement was published as required by the Bond Act; and

WHEREAS, the governing body determines it necessary and appropriate to authorize and provide for issuance of its general obligation bonds in the amount of \$1,135,000, which amount does not exceed the total authorized cost of the Project, for the purposes described in this ordinance and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. The City's General Obligation Bonds, Series 2019-A, in the total principal amount of \$1,135,000.00 (the "Bonds") are authorized to be issued for the purpose of providing funds to finance a portion of the costs of the Project.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the

necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution adopted by the governing body of the City concurrently with this ordinance (the “Resolution”). This Ordinance and the Resolution shall be read and construed together all in matters relating to the Bonds.

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the Bonds (the “Paying Agent”). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Paying Agent dated as of May 23, 2019 (the “Issuer/Agent Agreement”). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance as though fully set forth at this place; provided however, the inclusion of the Issuer/Agent Agreement in the publication of this Ordinance shall not be required.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually provide for the payment of principal of, premium, if any, and interest on the Bonds as the same become due, by levying and collecting the necessary taxes upon taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as other general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from such taxes shall be deposited in the Series 2019-A Principal and Interest Account, as defined in the Resolution.

If at any time the taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay principal or interest on the Bonds from the general funds of the City and to reimburse the general funds for money so expended when said taxes are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not make or permit use of the proceeds of the Bonds which, if such use had been reasonably expected on the date of issuance and delivery,

would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder.

SECTION 7. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 8. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated hereby, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body. In particular, the Mayor and City Clerk are authorized to execute a Fiduciary Engagement Letter with George K. Baum & Company and a Bond Placement Agreement between the City and First Option Bank, Osawatomie, Kansas, each in substantially the form presented with this Ordinance.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Ordinance is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 10. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 11. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City’s official newspaper.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas
on April 25, 2019.

CITY OF OSAWATOMIE, KANSAS

[seal]

By _____
L. Mark Govea, Mayor

ATTEST:

By _____
Tammy Seamands, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Osawatomie, Kansas, met in regular session at the usual meeting place in the City on April 25, 2019, at 6:30 P.M. Mayor L. Mark Govea, presided, and members of the governing body were present as follows:

The following members were absent:

An ordinance was presented to the governing body entitled:

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2019-A, IN THE PRINCIPAL AMOUNT OF \$1,135,000, TO FINANCE COSTS OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER DOCUMENTS AND ACTIONS AND MAKING COVENANTS WITH RESPECT TO THE BONDS.

The Ordinance was considered and discussed, and upon the motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of the governing body. The Ordinance was assigned given No. _____.

A Resolution was presented to the governing body a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-A, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,135,000, OF THE CITY OF OSAWATOMIE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. _____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY OF THE BONDS; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS CONNECTED WITH THE BONDS.

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

The Resolution was assigned No. _____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the April 25, 2019 meeting of the governing body of the City of Osawatomie, Kansas.

[seal]

Tammy Seamands, City Clerk

RESOLUTION NO. _____

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-A, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,135,000, OF THE CITY OF OSAWATOMIE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. _____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY OF THE BONDS; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS CONNECTED WITH THE BONDS.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the “City”), has adopted Ordinance No. _____ (the “Bond Ordinance”) authorizing the issuance of the City’s General Obligation Bonds, Series 2019-A (the “Bonds”) for the purpose of providing funds to pay a portion of the costs of the improvements described in the Bond Ordinance (the “Project”); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security. In the Bond Ordinance the City has authorized the issuance of the Bonds for the purposes described in the Bond Ordinance. The Bonds are general obligations of the City and payment of the Bonds is secured as described in the Bond Ordinance. The Bond Ordinance and this Resolution shall be read and construed together in all matters relating to the Bonds.

The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from such taxes shall be deposited into the Series 2019-A Principal and Interest Account created by this Resolution; provided, that if at any time the amount in the Series 2019-A Principal and Interest Account is insufficient to make the payments of the principal of and the interest on the Bonds when required because of untimely collection and/or receipt of the taxes, the City Clerk is authorized to transfer from the City’s general funds to the Series 2019-A Principal and Interest Account, the amount required for such payments and to then reimburse the City’s general funds for such expended amounts immediately upon the collection and receipt of such taxes.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The Bonds shall be issued in the total principal amount of \$1,135,000.00, shall be designated “City of Osawatomie,

Kansas, General Obligation Bonds, Series 2019-A”; and shall be dated May 23, 2019 (the “Dated Date”). The Bonds shall mature on September 1 (the “Principal Payment Date”) in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

Maturity Schedule

TERM BONDS

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|
| 09/01/2038 | \$1,135,000.00 | 3.60% |

The Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$100,000, or integral multiples of \$5,000 in excess thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date; and the Bonds shall be numbered in such manner as the Bond Registrar (hereinafter defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent (as defined in the Bond Ordinance and this Resolution) upon the presentation of the Bonds for payment and cancellation at the Paying Agent’s principal office in the City of Topeka, Kansas. The interest on the Bonds at the rates and calculated as described above, from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or provided for, shall be payable in lawful money of the United States of America to the owners of bonds (the “Owners”) of record as of the as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the “Record Date”), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar, or in the case of an interest payment to an Owner that is a securities depository or an owner of \$500,000 or more aggregate principal amount of the Bonds, by electronic transfer, upon written notice given to the Paying Agent by that Owner, not less than 15 days before the Record Date for such payment, containing the electronic transfer instructions, including the bank address, ABA routing number and account number where the wire transfer should be directed.

The interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year (the “Interest Payment Dates”), commencing March 1, 2020, to the Owners of the Bonds as shown on the Registration Books as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the “Record Date”). The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date shall be an Interest Payment Date in which case the Bonds shall bear interest from such Interest Payment Date, or unless the effective authentication date shall be prior to the first Interest Payment Date, in which case the Bonds shall bear interest from the Dated Date. The effective date of authentication shall be the date the Bond is authenticated by the Bond Registrar and the Bond Registrar shall record the date of authentication on each Bond.

If a Principal Payment Date or an Interest Payment Date (collectively a “Payment Date”) occurs on a date which is a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is normally scheduled to be closed, then the payment of such principal, premium or interest may be made on the next succeeding business day with the same force and effect as if made on the scheduled Payment Date, and no interest shall accrue for the period after the scheduled Payment Date.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. At the option of the City, the Bonds maturing September 1, 2038, and thereafter, may be called for redemption and payment prior to their respective maturities, on September 1, 2026 or thereafter, as a whole or in part at any time, as determined by the City, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.

(B) Mandatory Redemption of Term Bonds. Each of the Bonds maturing on September 1, 2038 (the “Term Bonds”), shall be subject to mandatory redemption and payment beginning September 1, 2020, and continuing on September 1 of each year thereafter pursuant to the redemption schedule hereafter set out, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The transfers to the Series 2019-A Principal and Interest Account required by this Resolution which are to be made for payments commencing September 1, 2020, shall be sufficient to redeem, and the City agrees to redeem, the following principal amounts of the Term Bonds on September 1, in each of the following years:

| <u>Redemption Date</u> | <u>Principal Amount</u> |
|------------------------|-------------------------|
| September 1, 2020 | \$30,000 |
| September 1, 2021 | 45,000 |
| September 1, 2022 | 45,000 |
| September 1, 2023 | 50,000 |
| September 1, 2024 | 50,000 |
| September 1, 2025 | 50,000 |
| September 1, 2026 | 55,000 |
| September 1, 2027 | 55,000 |
| September 1, 2028 | 55,000 |
| September 1, 2029 | 60,000 |
| September 1, 2030 | 60,000 |
| September 1, 2031 | 65,000 |
| September 1, 2032 | 65,000 |
| September 1, 2033 | 70,000 |
| September 1, 2034 | 70,000 |
| September 1, 2035 | 75,000 |
| September 1, 2036 | 75,000 |
| September 1, 2037 | 80,000 |

(Leaving \$80,000.00 to mature on September 1, 2038)

The Term Bonds to be redeemed and paid pursuant to the mandatory redemption schedule set out above shall be selected by the Paying Agent in such equitable manner as it may designate. In each year in which Term Bonds are to be redeemed pursuant to the schedule set out above, the Paying Agent shall make timely selection of the Term Bonds to be so redeemed and shall give notice thereof to the Owners as hereinafter provided without further instructions from the City.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not previously applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same stated maturity on such mandatory Redemption Dates as determined by the City, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(C) Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each \$5,000 of face value of a Bond so registered as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(D) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

At the option of the City, a notice of optional redemption may be made conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If the notice is conditional and moneys are not received, the notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner that notice of redemption was given, that moneys were not received and Bonds will not be redeemed.

(E) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(F) Effect of Call for Redemption. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. In the Bond Ordinance the City has designated the State Treasurer of Kansas, Topeka, Kansas as the Bond Registrar and

Paying Agent for the Bonds pursuant to the Issuer/Agent Agreement for each series of Bonds and the Bond Act (each as defined in the Bond Ordinance).

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Bond Registrar, and such duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 7. Bonds Not Presented for Payment. If a Bond is not presented for payment when the principal is due at maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, then all liability of the City to the Owner thereof for the payment of such Bond shall cease and be completely discharged, and it shall be the duty of the Paying Agent to hold such funds, without liability for interest, for the benefit of the Owner of such Bond, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If a Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 8. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 9. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Main Trafficway Act, for the purpose of paying the costs of acquiring, constructing and installing the Project in the City.

The governing body authorize and directs Triplett Woolf Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 10. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, the following accounts for the Bonds are created with the City:

General Obligation Bonds, Series 2019-A Principal and Interest Account (the "Series 2019-A Principal and Interest Account"); and

General Obligation Bonds, Series 2019-A Project Fund (the "Project Fund").

The Series 2019-A Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the subsequent payment and retirement of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. The Series 2019-A Principal and Interest Account may be created as a subaccount of the City's Bond and Interest Fund.

The Project Fund shall be administered and maintained for the purpose of depositing moneys received from the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, including payment at maturity of the City's Temporary Notes, Series 2017-1, issued to pay a portion of the costs of the Project, and any applicable costs of issuing the Bonds. After payment of such costs, moneys remaining in the Project Fund may be used together with the Series 2019-A Principal and Interest Account for payment and retirement of the Bonds.

SECTION 11. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as provided herein. The Bonds having been sold as provided by law, and pursuant to a Bond Placement Agreement, dated May 23, 2019 between the City and First Option Bank, Osawatomie, Kansas (the "Purchaser"), the Bonds shall be delivered to the Purchaser, upon receipt by the City of the full purchase price of the Bonds, being 100% of the principal amount of the Bonds, premium, if any, and accrued interest from the Dated Date to the date of issuance and delivery, if any.

The proceeds from the sale of the Bonds shall be deposited into the accounts created by Section 10 of this Resolution and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, shall be credited to and deposited in the Series 2019-A Principal and Interest Account; and any accrued interest will be used toward the payment of the first maturing interest on the Bonds; and

(B) \$1,135,000.00 of the Bond proceeds shall be immediately credited to and deposited in the Project Fund and applied with other available funds of the City, to the direct payment or reimbursement to the City of costs of the Project, including administrative costs and costs of issuing the Bonds, and to retire the City's Temporary Notes, Series 2017-1.

SECTION 12. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured by this Resolution shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as described above be construed as an acquiescence in default, and shall not impair the exercise of every right, power and remedy given by this Resolution to the Owners, respectively, and such remedies may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as herein defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds,
or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made as described above shall not become effective until a copy of the ordinance of the City authorizing said modifications, duly certified and published, as well as proof of consent to such modification by the Owners of not less than the required percentage of the principal amount of the bonds then outstanding is filed with the City Clerk. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 15. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 16. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing

such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 17. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not make or permit use of the proceeds of the Bonds which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder.

SECTION 18. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 19. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 20. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 21. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 22. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas
on April 25, 2019.

CITY OF OSAWATOMIE, KANSAS

[seal]

By _____
L. Mark Govea, Mayor

ATTEST:

By _____
Tammy Seamands, City Clerk

Final Numbers

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

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Report

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2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

George K. Baum & Company
Kansas Public Finance

City of Osawatomie, Kansas

General Obligation Bonds
Series 2019-A

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 05/23/2019 | - | - | - | - | - |
| 03/01/2020 | - | - | 31,553.00 | 31,553.00 | - |
| 09/01/2020 | 30,000.00 | 3.600% | 20,430.00 | 50,430.00 | 81,983.00 |
| 03/01/2021 | - | - | 19,890.00 | 19,890.00 | - |
| 09/01/2021 | 45,000.00 | 3.600% | 19,890.00 | 64,890.00 | 84,780.00 |
| 03/01/2022 | - | - | 19,080.00 | 19,080.00 | - |
| 09/01/2022 | 45,000.00 | 3.600% | 19,080.00 | 64,080.00 | 83,160.00 |
| 03/01/2023 | - | - | 18,270.00 | 18,270.00 | - |
| 09/01/2023 | 50,000.00 | 3.600% | 18,270.00 | 68,270.00 | 86,540.00 |
| 03/01/2024 | - | - | 17,370.00 | 17,370.00 | - |
| 09/01/2024 | 50,000.00 | 3.600% | 17,370.00 | 67,370.00 | 84,740.00 |
| 03/01/2025 | - | - | 16,470.00 | 16,470.00 | - |
| 09/01/2025 | 50,000.00 | 3.600% | 16,470.00 | 66,470.00 | 82,940.00 |
| 03/01/2026 | - | - | 15,570.00 | 15,570.00 | - |
| 09/01/2026 | 55,000.00 | 3.600% | 15,570.00 | 70,570.00 | 86,140.00 |
| 03/01/2027 | - | - | 14,580.00 | 14,580.00 | - |
| 09/01/2027 | 55,000.00 | 3.600% | 14,580.00 | 69,580.00 | 84,160.00 |
| 03/01/2028 | - | - | 13,590.00 | 13,590.00 | - |
| 09/01/2028 | 55,000.00 | 3.600% | 13,590.00 | 68,590.00 | 82,180.00 |
| 03/01/2029 | - | - | 12,600.00 | 12,600.00 | - |
| 09/01/2029 | 60,000.00 | 3.600% | 12,600.00 | 72,600.00 | 85,200.00 |
| 03/01/2030 | - | - | 11,520.00 | 11,520.00 | - |
| 09/01/2030 | 60,000.00 | 3.600% | 11,520.00 | 71,520.00 | 83,040.00 |
| 03/01/2031 | - | - | 10,440.00 | 10,440.00 | - |
| 09/01/2031 | 65,000.00 | 3.600% | 10,440.00 | 75,440.00 | 85,880.00 |
| 03/01/2032 | - | - | 9,270.00 | 9,270.00 | - |
| 09/01/2032 | 65,000.00 | 3.600% | 9,270.00 | 74,270.00 | 83,540.00 |
| 03/01/2033 | - | - | 8,100.00 | 8,100.00 | - |
| 09/01/2033 | 70,000.00 | 3.600% | 8,100.00 | 78,100.00 | 86,200.00 |
| 03/01/2034 | - | - | 6,840.00 | 6,840.00 | - |
| 09/01/2034 | 70,000.00 | 3.600% | 6,840.00 | 76,840.00 | 83,680.00 |
| 03/01/2035 | - | - | 5,580.00 | 5,580.00 | - |
| 09/01/2035 | 75,000.00 | 3.600% | 5,580.00 | 80,580.00 | 86,160.00 |
| 03/01/2036 | - | - | 4,230.00 | 4,230.00 | - |
| 09/01/2036 | 75,000.00 | 3.600% | 4,230.00 | 79,230.00 | 83,460.00 |
| 03/01/2037 | - | - | 2,880.00 | 2,880.00 | - |
| 09/01/2037 | 80,000.00 | 3.600% | 2,880.00 | 82,880.00 | 85,760.00 |
| 03/01/2038 | - | - | 1,440.00 | 1,440.00 | - |
| 09/01/2038 | 80,000.00 | 3.600% | 1,440.00 | 81,440.00 | 82,880.00 |
| Total | \$1,135,000.00 | - | \$467,423.00 | \$1,602,423.00 | - |

Yield Statistics

| | |
|-----------------------------------|--------------|
| Bond Year Dollars | \$12,983.97 |
| Average Life | 11.440 Years |
| Average Coupon | 3.6000000% |
| Net Interest Cost (NIC) | 3.6000000% |
| True Interest Cost (TIC) | 3.5985269% |
| Bond Yield for Arbitrage Purposes | 3.5985269% |
| All Inclusive Cost (AIC) | 3.8917259% |

IRS Form 8038

| | |
|---------------------------|--------------|
| Net Interest Cost | 3.6000000% |
| Weighted Average Maturity | 11.440 Years |

2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

Sources & Uses

Dated 05/23/2019 | Delivered 05/23/2019

Sources Of Funds

| | |
|-----------------------------------|-----------------------|
| Par Amount of Bonds | \$1,135,000.00 |
| County Funds | 500,000.00 |
| Remaining 2017 Note Proceeds | 20,000.00 |
| Budgeted for Debt Service in 2019 | 80,000.00 |
| Total Sources | \$1,735,000.00 |

Uses Of Funds

| | |
|---|-----------------------|
| Costs of Issuance | 29,312.50 |
| Redemption of Outstanding Temporary Notes | 1,705,687.50 |
| Total Uses | \$1,735,000.00 |

2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | Dollar Price |
|--------------|---------------|--------|--------|-----------------------|----------|-----------------------|
| 09/01/2020 | Serial Coupon | 3.600% | 3.600% | 30,000.00 | 100.000% | 30,000.00 |
| 09/01/2021 | Serial Coupon | 3.600% | 3.600% | 45,000.00 | 100.000% | 45,000.00 |
| 09/01/2022 | Serial Coupon | 3.600% | 3.600% | 45,000.00 | 100.000% | 45,000.00 |
| 09/01/2023 | Serial Coupon | 3.600% | 3.600% | 50,000.00 | 100.000% | 50,000.00 |
| 09/01/2024 | Serial Coupon | 3.600% | 3.600% | 50,000.00 | 100.000% | 50,000.00 |
| 09/01/2025 | Serial Coupon | 3.600% | 3.600% | 50,000.00 | 100.000% | 50,000.00 |
| 09/01/2026 | Serial Coupon | 3.600% | 3.600% | 55,000.00 | 100.000% | 55,000.00 |
| 09/01/2027 | Serial Coupon | 3.600% | 3.600% | 55,000.00 | 100.000% | 55,000.00 |
| 09/01/2028 | Serial Coupon | 3.600% | 3.600% | 55,000.00 | 100.000% | 55,000.00 |
| 09/01/2029 | Serial Coupon | 3.600% | 3.600% | 60,000.00 | 100.000% | 60,000.00 |
| 09/01/2030 | Serial Coupon | 3.600% | 3.600% | 60,000.00 | 100.000% | 60,000.00 |
| 09/01/2031 | Serial Coupon | 3.600% | 3.600% | 65,000.00 | 100.000% | 65,000.00 |
| 09/01/2032 | Serial Coupon | 3.600% | 3.600% | 65,000.00 | 100.000% | 65,000.00 |
| 09/01/2033 | Serial Coupon | 3.600% | 3.600% | 70,000.00 | 100.000% | 70,000.00 |
| 09/01/2034 | Serial Coupon | 3.600% | 3.600% | 70,000.00 | 100.000% | 70,000.00 |
| 09/01/2035 | Serial Coupon | 3.600% | 3.600% | 75,000.00 | 100.000% | 75,000.00 |
| 09/01/2036 | Serial Coupon | 3.600% | 3.600% | 75,000.00 | 100.000% | 75,000.00 |
| 09/01/2037 | Serial Coupon | 3.600% | 3.600% | 80,000.00 | 100.000% | 80,000.00 |
| 09/01/2038 | Serial Coupon | 3.600% | 3.600% | 80,000.00 | 100.000% | 80,000.00 |
| Total | - | - | - | \$1,135,000.00 | - | \$1,135,000.00 |

Bid Information

| | |
|--------------------------|----------------|
| Par Amount of Bonds | \$1,135,000.00 |
| Gross Production | \$1,135,000.00 |
| Bid (100.000%) | 1,135,000.00 |
| Total Purchase Price | \$1,135,000.00 |
| Bond Year Dollars | \$12,983.97 |
| Average Life | 11.440 Years |
| Average Coupon | 3.6000000% |
| Net Interest Cost (NIC) | 3.6000000% |
| True Interest Cost (TIC) | 3.5985269% |

2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

Detail Costs Of Issuance

Dated 05/23/2019 | Delivered 05/23/2019

COSTS OF ISSUANCE DETAIL

| | |
|---------------------|--------------------|
| Bond Counsel | \$12,500.00 |
| Advisor | \$14,187.50 |
| KS Attorney General | \$250.00 |
| Paying Agent | \$1,770.00 |
| Publication | \$605.00 |
| TOTAL | \$29,312.50 |

2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

Proof of Bond Yield @ 3.5985269%

| Date | Cashflow | PV Factor | Present Value | Cumulative PV |
|--------------|-----------------------|------------------|-----------------------|----------------------|
| 05/23/2019 | - | 1.000000x | - | - |
| 03/01/2020 | 31,553.00 | 0.9728342x | 30,695.84 | 30,695.84 |
| 09/01/2020 | 50,430.00 | 0.9556397x | 48,192.91 | 78,888.75 |
| 03/01/2021 | 19,890.00 | 0.9387492x | 18,671.72 | 97,560.47 |
| 09/01/2021 | 64,890.00 | 0.9221571x | 59,838.78 | 157,399.25 |
| 03/01/2022 | 19,080.00 | 0.9058584x | 17,283.78 | 174,683.03 |
| 09/01/2022 | 64,080.00 | 0.8898477x | 57,021.44 | 231,704.46 |
| 03/01/2023 | 18,270.00 | 0.8741199x | 15,970.17 | 247,674.64 |
| 09/01/2023 | 68,270.00 | 0.8586702x | 58,621.41 | 306,296.05 |
| 03/01/2024 | 17,370.00 | 0.8434935x | 14,651.48 | 320,947.53 |
| 09/01/2024 | 67,370.00 | 0.8285851x | 55,821.78 | 376,769.31 |
| 03/01/2025 | 16,470.00 | 0.8139402x | 13,405.59 | 390,174.90 |
| 09/01/2025 | 66,470.00 | 0.7995541x | 53,146.36 | 443,321.26 |
| 03/01/2026 | 15,570.00 | 0.7854223x | 12,229.02 | 455,550.29 |
| 09/01/2026 | 70,570.00 | 0.7715402x | 54,447.59 | 509,997.88 |
| 03/01/2027 | 14,580.00 | 0.7579035x | 11,050.23 | 521,048.12 |
| 09/01/2027 | 69,580.00 | 0.7445079x | 51,802.86 | 572,850.98 |
| 03/01/2028 | 13,590.00 | 0.7313490x | 9,939.03 | 582,790.01 |
| 09/01/2028 | 68,590.00 | 0.7184227x | 49,276.61 | 632,066.62 |
| 03/01/2029 | 12,600.00 | 0.7057248x | 8,892.13 | 640,958.75 |
| 09/01/2029 | 72,600.00 | 0.6932514x | 50,330.05 | 691,288.80 |
| 03/01/2030 | 11,520.00 | 0.6809985x | 7,845.10 | 699,133.91 |
| 09/01/2030 | 71,520.00 | 0.6689621x | 47,844.17 | 746,978.07 |
| 03/01/2031 | 10,440.00 | 0.6571384x | 6,860.52 | 753,838.60 |
| 09/01/2031 | 75,440.00 | 0.6455237x | 48,698.31 | 802,536.91 |
| 03/01/2032 | 9,270.00 | 0.6341143x | 5,878.24 | 808,415.15 |
| 09/01/2032 | 74,270.00 | 0.6229066x | 46,263.27 | 854,678.42 |
| 03/01/2033 | 8,100.00 | 0.6118970x | 4,956.37 | 859,634.79 |
| 09/01/2033 | 78,100.00 | 0.6010819x | 46,944.50 | 906,579.29 |
| 03/01/2034 | 6,840.00 | 0.5904580x | 4,038.73 | 910,618.02 |
| 09/01/2034 | 76,840.00 | 0.5800219x | 44,568.88 | 955,186.90 |
| 03/01/2035 | 5,580.00 | 0.5697702x | 3,179.32 | 958,366.22 |
| 09/01/2035 | 80,580.00 | 0.5596998x | 45,100.61 | 1,003,466.83 |
| 03/01/2036 | 4,230.00 | 0.5498073x | 2,325.68 | 1,005,792.51 |
| 09/01/2036 | 79,230.00 | 0.5400897x | 42,791.30 | 1,048,583.82 |
| 03/01/2037 | 2,880.00 | 0.5305438x | 1,527.97 | 1,050,111.78 |
| 09/01/2037 | 82,880.00 | 0.5211666x | 43,194.29 | 1,093,306.07 |
| 03/01/2038 | 1,440.00 | 0.5119552x | 737.22 | 1,094,043.29 |
| 09/01/2038 | 81,440.00 | 0.5029066x | 40,956.71 | 1,135,000.00 |
| Total | \$1,602,423.00 | - | \$1,135,000.00 | - |

Derivation Of Target Amount

| | |
|-------------------------|----------------|
| Par Amount of Bonds | \$1,135,000.00 |
| Original Issue Proceeds | \$1,135,000.00 |

2019-A Placement | SINGLE PURPOSE | 4/17/2019 | 4:09 PM

City of Osawatomie, Kansas

General Obligation Bonds

Series 2019-A

Derivation Of Form 8038 Yield Statistics

| Maturity | Issuance Value | Coupon | Price | Issuance Price | Exponent | Bond Years |
|-----------------|-----------------------|---------------|--------------|-----------------------|-----------------|------------------------|
| 05/23/2019 | - | - | - | - | - | - |
| 09/01/2020 | 30,000.00 | 3.600% | 100.000% | 30,000.00 | 1.2722222x | 38,166.67 |
| 09/01/2021 | 45,000.00 | 3.600% | 100.000% | 45,000.00 | 2.2722222x | 102,250.00 |
| 09/01/2022 | 45,000.00 | 3.600% | 100.000% | 45,000.00 | 3.2722222x | 147,250.00 |
| 09/01/2023 | 50,000.00 | 3.600% | 100.000% | 50,000.00 | 4.2722222x | 213,611.11 |
| 09/01/2024 | 50,000.00 | 3.600% | 100.000% | 50,000.00 | 5.2722222x | 263,611.11 |
| 09/01/2025 | 50,000.00 | 3.600% | 100.000% | 50,000.00 | 6.2722222x | 313,611.11 |
| 09/01/2026 | 55,000.00 | 3.600% | 100.000% | 55,000.00 | 7.2722222x | 399,972.22 |
| 09/01/2027 | 55,000.00 | 3.600% | 100.000% | 55,000.00 | 8.2722222x | 454,972.22 |
| 09/01/2028 | 55,000.00 | 3.600% | 100.000% | 55,000.00 | 9.2722222x | 509,972.22 |
| 09/01/2029 | 60,000.00 | 3.600% | 100.000% | 60,000.00 | 10.2722222x | 616,333.33 |
| 09/01/2030 | 60,000.00 | 3.600% | 100.000% | 60,000.00 | 11.2722222x | 676,333.33 |
| 09/01/2031 | 65,000.00 | 3.600% | 100.000% | 65,000.00 | 12.2722222x | 797,694.44 |
| 09/01/2032 | 65,000.00 | 3.600% | 100.000% | 65,000.00 | 13.2722222x | 862,694.44 |
| 09/01/2033 | 70,000.00 | 3.600% | 100.000% | 70,000.00 | 14.2722222x | 999,055.56 |
| 09/01/2034 | 70,000.00 | 3.600% | 100.000% | 70,000.00 | 15.2722222x | 1,069,055.56 |
| 09/01/2035 | 75,000.00 | 3.600% | 100.000% | 75,000.00 | 16.2722222x | 1,220,416.67 |
| 09/01/2036 | 75,000.00 | 3.600% | 100.000% | 75,000.00 | 17.2722222x | 1,295,416.67 |
| 09/01/2037 | 80,000.00 | 3.600% | 100.000% | 80,000.00 | 18.2722222x | 1,461,777.78 |
| 09/01/2038 | 80,000.00 | 3.600% | 100.000% | 80,000.00 | 19.2722222x | 1,541,777.78 |
| Total | \$1,135,000.00 | - | - | \$1,135,000.00 | - | \$12,983,972.22 |

Description of Bonds

| | |
|--|--------------|
| Final Maturity Date | 9/01/2038 |
| Issue price of entire issue | 1,135,000.00 |
| Stated Redemption at Maturity | 1,135,000.00 |
| Weighted Average Maturity = Bond Years/Issue Price | 11.440 Years |
| Bond Yield for Arbitrage Purposes | 3.5985269% |

Uses of Proceeds of Issue

| | |
|--|-----------|
| Proceeds used for accrued interest | - |
| Proceeds used for bond issuance costs (including underwriters' discount) | 29,312.50 |
| Proceeds used for credit enhancement | - |
| Proceeds allocated to reasonably required reserve or replacement fund | - |

BOND PLACEMENT AGREEMENT

BY AND BETWEEN

FIRST OPTION BANK
OSAWATOMIE, KANSAS

AND

CITY OF OSAWATOMIE, KANSAS

\$1,135,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2019-A

Dated as of May 23, 2019
Executed and delivered this 25th day of April, 2019

BOND PLACEMENT AGREEMENT

The Governing Body of the
City of Osawatomie, Kansas
211 N. 2nd
Osawatomie, Kansas 67110

Ladies and Gentlemen:

First Option Bank, Osawatomie, Kansas (the “Purchaser”) offers to enter into this Bond Placement Agreement, dated as of May 23, 2019 (“Bond Placement Agreement”) and, based on the representations and covenants and upon the terms and conditions contained herein, purchase from the City of Osawatomie, Kansas (the “Issuer”) of all (but not less than all) of its General Obligation Bonds, designated “City of Osawatomie, Kansas, General Obligation Bonds, Series 2019-A” in the aggregate principal amount of \$1,135,000 (the “Bonds”). This offer is made subject to your acceptance and, upon such acceptance, this Bond Placement Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the parties.

The Bonds will be issued pursuant to an ordinance and resolution of the Issuer adopted April 25, 2019 (collectively the “Bond Resolution”). The Bonds are being issued for the purposes of paying the costs of internal improvements in the City, and paying certain costs of issuance in connection with the Bonds. The Bonds are general obligations of the Issuer payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. In the Bond Resolution, the Issuer has pledged the full faith, credit and resources of the Issuer to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer represents and warrants to the Purchaser that:

(A) The Issuer is a governmental entity authorized and existing under the laws of the State of Kansas. The Issuer, to the best of its knowledge and belief, has in all pertinent respects, complied with the Constitution and laws of the State of Kansas as the same relate to the issuance of the Bonds; has full legal right, power and authority to enter into this Bond Placement Agreement; has duly adopted the Bond Resolution authorizing the execution and delivery the Bonds and related documents and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions described in and by each of such documents.

(B) To the best of the Issuer’s knowledge, the adoption of the Bond Resolution and the execution and delivery of this Bond Placement Agreement, the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(C) To the best of the Issuer’s knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, challenging or seeking to enjoin the transactions contemplated by the Bond Resolution, this Bond Placement Agreement, or contesting the validity or enforceability of the Bonds, the Bond Resolution, this Bond Placement Agreement or any agreement or instrument to which the Issuer is a party, and used or expected to be used in consummation of the transactions described by this Bond Placement Agreement.

(D) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements therein made.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

(A) The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”) or the securities laws of any state and are sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

(B) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits represented by the purchase of the Bonds.

(C) The Purchaser is a “qualified institutional buyer” as defined in Rule 144A as promulgated under the 1933 Act and/or is an “accredited investor” as defined in Rule 501 of Regulation D of the 1933 Act.

(C) The Purchaser understands that an official statement, placement memorandum, prospectus, offering circular, or other comprehensive offering statement has not been and will not be provided with respect to the Bonds. The Purchaser has made its own inquiry and analysis with respect to the Bonds, and the security for the Bonds, and other material factors affecting the security for and payment of the Bonds.

(D) The Purchaser confirms that its purchase of the Bonds is suitable for and consistent with its lending program and that the Purchaser is able to bear the economic risk of the loan as evidenced by the Bonds, including a complete loss of the Bonds.

(E) The Purchaser is purchasing the Bonds solely for its own account, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof.

(F) The Purchaser agrees that it will not sell, pledge, distribute or otherwise transfer the Bonds without prior compliance with all applicable requirements of state and federal securities laws.

(G) The Purchaser has had access to, and has examined to the extent the Purchaser has deemed necessary, data provided by the Issuer, including information relating to statutory authority, the Issuer, security and sources of payment for the Bonds and other information, which the Purchaser considers sufficient to enable it to make a decision to purchase the Bonds.

(H) The Purchaser acknowledges that none of any past, present or future officers, directors, members, employees or agents of the Issuer (including without limitation the Issuer's counsel, the Issuer's financial advisors, the Issuer's consultants, the Issuer's bond counsel or their officers, directors, members, employees or agents) will have any responsibility to the Purchaser for the accuracy or completeness of any information obtained by the Purchaser from any source bearing on the Purchaser's decision concerning a purchase of the Bonds.

(I) The Purchaser acknowledges and understands that the Issuer is relying on and will continue to rely on the statements made herein. The representations and warranties contained in this Section 2 shall survive the delivery of the Bonds.

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE BONDS.

On the basis of the representations, warranties and agreements in this Bond Placement Agreement, and subject to the satisfaction of all the terms and conditions set forth herein, at the closing time stated below (the "Closing Time"), the Issuer agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Issuer, all, but not less than all, of the Bonds at a purchase price equal to the aggregate principal amount of the Bonds of \$1,135,000, plus accrued interest, if any, to the date of payment and delivery. The Bonds shall mature, shall bear interest at the rate and shall have the terms established by the Bond Resolution. Payment for the Bonds shall be made by wire-transferred Federal Reserve funds, payable to the order of the Issuer against delivery of the Bonds in definitive form at the Closing Time. The Closing Time shall be 10:00 a.m. on May 23, 2019, at offices of Triplett Wolf Garretson, LLC, Wichita, Kansas, or at such other time and place as may be agreed to by the Purchaser and the Issuer. The parties agree the closing will be conducted by telephone or electronic mail. The Bonds will be available for examination by the Purchaser at least 24 hours prior to the Closing Time.

In addition to the foregoing, and on the basis of the same representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Issuer agrees to pay from the proceeds of the Bonds or from its own funds not otherwise related to the Bonds, all reasonable Costs of Issuance at the Closing Time or agrees to make provision for payment of such costs according to their terms.

SECTION 4. CONDITIONS OF THE PURCHASER'S OBLIGATIONS

The obligations of the Purchaser to purchase and pay for the Bonds will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the performance by the Issuer of its obligations hereunder and to the following additional conditions precedent:

(A) The Bond Resolution and the Bonds shall have been duly authorized and executed by the Issuer and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser and the Issuer.

(B) At or before the Closing Time, the Purchaser shall receive the following in form and substance satisfactory to it:

(1) The Opinion of Bond Counsel approving the issuance and delivery of the Bonds in a form satisfactory to the Purchaser.

(2) A certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of an authorized official of the Issuer dated the date of closing to the effect that, to the best of such official's knowledge and belief:

(a) each of the representations and warranties of the Issuer set forth in Section 1 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Bond Placement Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to its knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or contesting any authority for the issuance or the validity of the Bonds, the Bond Resolution, or this Bond Placement Agreement or the creation, existence or powers of the Issuer to issue the Bonds and that none of the proceedings or authority for the issuance of the Bonds has been repealed, revoked or rescinded.

(3) Such additional certificates, opinions, or documents as the Issuer and Bond Counsel or the Purchaser may reasonably request to evidence the due

satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

(C) Subsequent to the Issuer's acceptance of this Bond Placement Agreement:

(1) No legislation shall have been enacted and no decision by a court of relevant jurisdiction shall have been rendered, to the effect that (i) the Bonds or obligations of the general character of the Bonds, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended, or (ii) the Bond Resolution and related proceedings authorizing the issuance of the Bonds are not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended.

(2) No general suspension of trading has occurred on the New York Stock Exchange or other national exchange, no minimum or maximum prices for trading on the New York Stock Exchange shall have been fixed and be in force, and no general banking moratorium has been declared by federal or state officials authorized to do so.

(3) No legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation has been referred for consideration, no decision by a court of the United States Tax Court shall be rendered, no order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or the interest on the Bonds as described in the Bond Resolution, and no other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal or state income tax consequences of any of the transactions contemplated by this Bond Placement Agreement.

(4) No outbreak of hostilities involving the United States of America, or other national or international calamity or crisis shall have occurred, the effect of which on the financial markets of the United State of America, makes the purchase of the Bonds impractical in the opinion of the Purchaser.

(5) No additional material restrictions not in force as of the date hereof shall have been imposed on the acquisition of the Bonds or obligations of the general character of the Bonds by the United States or the State of Kansas.

(6) There shall not have occurred a materially adverse change in the national financial economic situation in the United States or the State of Kansas.

(7) No material adverse change has occurred in the financial condition of the City.

If the conditions to the obligations of the Purchaser contained in this Bond Placement Agreement are not satisfied or if the obligations of the Purchaser shall be terminated for any reason permitted by this Bond Placement Agreement, this Bond Placement Agreement shall terminate and neither the Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 5. DEFAULT OF THE PURCHASER

If the Purchaser defaults in its obligations to purchase the Bonds hereunder and other arrangements satisfactory to the Issuer for the purchase of the Bonds are not made within three (3) business days after default, this Bond Placement Agreement may be terminated by the Issuer without liability on its part.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Issuer and Purchaser herein shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive delivery of the Bonds.

SECTION 8. PARTIES IN INTEREST; MISCELLANEOUS

(A) This Bond Placement Agreement has been and is made solely for the benefit of the Issuer and its officers, agents and employees, the Purchaser and their respective successors and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Bond Placement Agreement.

(B) Except as described herein and in the Bond Resolution regarding security for the Bonds, no provision, covenant, representation, agreement or obligation contained in this Bond Placement Agreement or any breach of this Bond Placement Agreement shall constitute or give rise to a pecuniary liability or a charge against the City's general credit or taxing power.

(C) Neither the City nor any other officer, agent or any employee of the City shall be charged personally by the Purchaser with any liability, or held personally accountable to the Purchaser, under any term or provision of this Bond Placement Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, of this Bond Placement Agreement.

(D) The City acknowledges and agrees that: (i) the role of the Purchaser is to purchase the Bonds in an arm's length commercial transaction between the City and the Purchaser and that the Purchaser has financial and other interests that differ from those of the City; (ii) the Purchaser is

acting solely as a principal and not as a municipal advisor (within the meaning of Section 15B of the Exchange Act), financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to this Bond Placement Agreement, the sale of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser, or any affiliate of the Purchaser, has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Purchaser has to the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Placement Agreement; and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

(E) If any provision of this Bond Placement Agreement is, or is held to be invalid or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any provision(s) of any constitution, rule of public policy, statute or any other reason, such circumstances shall not make the provision in question invalid or unenforceable in any other case or circumstance, or make any other provision(s) of this Bond Placement Agreement invalid or unenforceable.

(F) The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Bond Placement Agreement and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person, (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”), to any municipal entity or obligated person with respect to this Bond Placement Agreement, any other information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that they should discuss this Bond Placement Agreement, and any such other information, materials or communications with any and all internal and external advisors and experts the City deems appropriate before action on this Bond Placement Agreement or any other information, materials or communication.

SECTION 9. NOTICES

All communications hereunder shall be in writing, and if sent to the Issuer shall be mailed or delivered and confirmed to the address shown on the first page hereof and, if sent to the Purchaser, shall be mailed or delivered and confirmed to the Purchaser, as follows:

First Option Bank
Attn: Mark Fuchs
601 Main St., P.O. Box 277
Osawatomie, Kansas 66064

SECTION 10. APPLICABLE LAW

This Bond Purchase Agreement shall be governed by the laws of the State of Kansas.

SECTION 11. EFFECTIVE DATE

This Bond Purchase Agreement shall be effective as of the date of delivery above written.

[Remainder of Page Intentionally Left Blank]

If the foregoing is in accordance with your understanding of the agreements between the Issuer and the Purchaser, please sign and return to the undersigned the enclosed duplicate hereof, whereupon it will constitute a binding agreement between the Issuer and the Purchaser in accordance with its terms.

Very truly yours,

FIRST OPTION BANK
OSAWATOMIE, KANSAS

By _____
Mark Fuchs, Senior Vice President

“PURCHASER”

ACCEPTED AND CONFIRMED AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF OSAWATOMIE, KANSAS

[seal]

By _____
L. Mark Govea, Mayor

ATTEST:

By _____
Tammy Seamands, City Clerk

“ISSUER”

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 25, 2019

AGENDA ITEM: Electric Shop Apron Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We directly solicited bids for contractors to pour the concrete aprons (driveway/entrance to doors) at the New Electric Shop.

| | |
|--------------------------|------------|
| Nate Apple Concrete Inc. | \$60,522* |
| Cunningham | \$60,875 |
| Wilson's Concrete, LLC | \$51,840** |

*Decreased from \$70,915 because parts of the included bid are not necessary

**Increased from \$51,450 quote because we have 140 feet of curb instead of the 125 feet bid

Apple and Wilson were the two that had the soonest availability, and both thought they could be done with the project in 5 to 7 business days.

COUNCIL ACTION NEEDED: Review and consider the bids received.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends awarding the contract to Wilson's Concrete, LLC. This company was the most competitively priced and readily available for beginning work. Also, Terry Upshaw, our Electric Distribution Superintendent, preferred either Nate Apple Concrete Inc. or Wilson's Concrete, LLC after speaking with all three bidders.

Wilson's Concrete, LLC

Po Box 179
Paola, KS 66071

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 4/23/2019 | 0003 |

| |
|-------------------------|
| Name / Address |
| Osawatomic Public Works |

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Total |
|--|-------|--------------|-------------|
| Pavement (4000 lb @ 6 in. thick + 2ft rebar) | 9,375 | 4.80 | 45,000.00 |
| Curb | 125 | 26.00 | 3,250.00 |
| Excavation | 1 | 3,200.00 | 3,200.00 |
| Thank you for your business. | | Total | \$51,450.00 |

Terry Upshaw

From: Scott Apple <appleconcrete@gmail.com>
Sent: Wednesday, April 24, 2019 9:13 AM
To: Nate Apple Concrete; Terry Upshaw
Subject: Bid for Concrete work at Osawatomie Public Works Building

Nate Apple Concrete Inc.

7840 w 255th
Louisburg, Ks 66053
[913.837.3022](tel:913.837.3022)(office)
[913.837.2485](tel:913.837.2485)(fax)

April 24, 2019

City of Osawatomie
ATTN: Terry Upshaw

RE: Concrete Work at New Public Works Building

Bid for concrete work of job for above referenced and out lined below. All work is to be performed in accordance with plans and specifications unless otherwise noted.

Breakdown:

| | |
|---|--------------|
| Concrete Apron 6" KCMMB w/ fiberglass rebar 9,400 sf | \$ 55,769.00 |
| Regular rebar Add \$ 750.00 | |
| Regular Aggregate Deduct \$ 1,1750.00 | |
| Fix 12 door lips by grinding | \$ 3,996.00 |
| Installation of 26 bollards (supplied by others) including auguring | \$ 5,275.00 |
| Grading | \$ 2,100.00 |
| Curb 120 ln ft | \$ 3,775.00 |

SCOPE OF WORK

Labor and material for concrete curbs, sidewalk and paving.

Our bid excludes winter protection, traffic control, sealing of joints, bonds, permits, excavation, backfill, engineering and surveying, testing, staining, sealers, waterproofing, supplying of embeds and other normal exclusions.

CS Cunningham LLC

841 S. Poplar
Ottawa, KS 66067

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 3/29/2019 | 376 |

| |
|---|
| Name / Address |
| City of Osawatomie 439 Main Street Osawatomie, KS 66064 |

| | | | | Project |
|---|--------|-----|-------------------------|-------------|
| Description | Qty | U/M | Rate | Total |
| 6" concrete paving over compacted sub grade / with #4 rebar on 2' centers each way / poured with 4000psi concrete. All labor included for the above work. This would be 5000 square feet on the east and 5000 square feet on the west. Apron in front of shop doors | 10,000 | | 5.30 | 53,000.00 |
| Saw / Demo and Replace City Curb per codes, with 4000psi concrete over compacted grade. Install 140 feet of lazy back curb. | 140 | | 37.50 | 5,250.00 |
| Provide preparation of subgrade to accommodate 6" of concrete paving. Final grade around poured concrete by others. | 1 | | 2,625.00 | 2,625.00 |
| | | | Subtotal | \$60,875.00 |
| | | | Sales Tax (9.1%) | \$0.00 |
| | | | Total | \$60,875.00 |

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 25, 2019

AGENDA ITEM: Nuisances Violations

PRESENTER: Ed Beaudry, City Building Official/ Nuisance Officer

ISSUE SUMMARY: Nuisance violations have been and will continue to plague our city. City staff are working on many violations within the city. Here is the current list of violations. There have been 30 violations that city staff have written letters to, 11 of those have been resolved. Some addresses have an issue as to who the owner legally is.

It should be noted that Nuisance Office Brent Hurt has handed out several hundred door knockers to advise residents of nuisance violations. This process has assisted the city staff in reducing the amount of money spent on sending certified letters. Many residents take care of the violations rather quickly, thus eliminating the need for a letter or citation. This process is what staff are using in regards to the refuse issues as well.

| | |
|----------|-----------------------------------|
| Invoiced | 1st Contact = Certified Mail |
| Resolved | 10 day comply date |
| | Certified Mail Returned Unclaimed |

| Address | Owner | Nuisances | | | |
|------------------|-----------------------------------|-------------|----------------|--------------------|---|
| | | 1st Contact | Date to Comply | Date Resolved | |
| Walnut 715 | Fredrick Gleason | 1/3/19 | 03/14/19 | *WORKING ON IT* | Abandoned vehicle & yard nuisance |
| Mill 301 | Misty Crouch | 1/4/19 | 01/19/19 | RESOLVED PER ED | Yard nuisance |
| Mill 309 | Brt Properties LLC | 1/4/19 | 03/14/19 | RESOLVED PER ED | Yard nuisance |
| Mill 317 | Michael Smith | 1/4/19 | | RESOLVED PER ED | Yard nuisance |
| Pacific 707 | Jefferson & Carolyn Cole | 1/8/19 | 01/26/19 | | Yard nuisance |
| Parker 157 | Aubrey & Norma Washington | 1/9/19 | 01/22/19 | | Yard nuisance |
| Retan 600 | Jefferson & Bobbie Cole | 1/9/19 | 01/26/19 | | Yard nuisance |
| Retan 606 | Jefferson & Bobbie Cole | 1/9/19 | 01/26/19 | | Yard nuisance |
| Sixth 1015 | Douglas & Lisa Huffman | 1/23/19 | 02/05/19 | RESOLVED PER ED | |
| Parkview W 702 | Greg Reed | 2/13/19 | 03/14/19 | RESOLVED PER BRENT | Yard nuisance |
| Pacific 833 | Bailey Baker | 3/14/19 | | RESOLVED PER ED | Yaard nuisance, unsafe structure, parking & animals |
| Carr 228 | Plum Creek Properties LLC#4 | 4/4/19 | 04/19/19 | | Parking |
| Pacific 726 | Brandi & Billy Armstrong II | 4/4/19 | 04/19/19 | RESOLVED PER BRENT | Parking |
| Main 1750 | Brennan Trull | 4/4/19 | 04/18/19 | | Parking |
| Twelfth 500 | Susan Dempsey-Grosskreutz | 4/4/19 | 04/18/19 | | Abandoned Vehicle |
| Fourteenth 140 | David & Hillary Henson | 4/4/19 | 04/18/19 | | Parking |
| Tenth 820 | Raul Ortiz-Chavez & Angela Ruiz C | 4/4/19 | | | Parking |
| Carr 232 | David W. Hall | 4/4/19 | 04/16/19 | | Parking |
| Third 1120 | Edward J. & Tamara J. Maichel | 4/4/19 | 04/19/19 | *WORKING ON IT* | Yard nuisance |
| Lincoln 500 | Carlos A. Zaldivar | 4/4/19 | 04/18/19 | RESOLVED PER BRENT | Yard nuisance |
| Brown 1714 | Justin R. Lyons | 4/4/19 | 04/18/19 | RESOLVED PER ED | Parking & yard nuisance |
| Martin 325 | Christopher Lewellen | 4/4/19 | | | Parking & yard nuisance |
| Fourth 1001 | Christopher Lewellen | 4/4/19 | | | Parking & yard nuisance |
| Eighteenth 501 | Stan Gray | 4/4/19 | 04/19/19 | | Yard nuisance |
| Walnut 1133 | Plum Creek Properties LLC#6 | 4/4/19 | 04/19/19 | RESOLVED PER BRENT | Yard nuisance |
| Sixth 1309 | John M. Klein | 4/4/19 | 04/21/19 | | Yard nuisance |
| Main 1741 | Andrew D. & Brenda R. Martin | 4/4/19 | 04/16/19 | RESOLVED PER BRENT | Yard nuisance |
| Main St Ter 1738 | MRE Southview Investments | 4/4/19 | 04/18/19 | | Parking |
| Walnut 323 | Joe Moreland LLC | 4/4/19 | 04/18/19 | | Yard nuisance |
| Fifth 302 | Aaron Vest | 4/18/19 | | | Parking |

Osawatomie Police Department
Activity Report

| | | Mar-19 | | | |
|------------|--|-------------|------------|-------------|--------------|
| | | Prior Month | Change | Prior Year | Change |
| 14 | Warrant Arrests | 20 | (6) | 37 | (23) |
| 65 | Other Arrest and /or Charges filed | 25 | 40 | 72 | (7) |
| 167 | Traffic Stops | 104 | 63 | 129 | 38 |
| 95 | Suspicious Activ., Inv. Persons, Ped Checks, Prowlers | 73 | 22 | 133 | (38) |
| 5 | Traffic Accident Calls | 15 | (10) | 10 | (5) |
| 33 | Assist EMS | 33 | 0 | 38 | (5) |
| 26 | Fights , Disturbance, Assaults, Domestic, Harras, Violation of Protection Orders | 31 | (5) | 42 | (16) |
| 2 | Sex crime calls | 0 | 2 | 2 | 0 |
| 22 | Damage to Prop., Thefts, Burglarys, | 10 | 12 | 23 | (1) |
| 1 | Drug Case calls | 3 | (2) | 2 | (1) |
| 38 | Animal calls | 21 | 17 | 71 | (33) |
| 5 | Child in Need of Care, Runaways, Missing Children | 3 | 2 | 6 | (1) |
| 25 | Vehicle Lock outs | 9 | 16 | 13 | 12 |
| 56 | Escorts, Civil Stand-bys, 911 Misdials, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks, | 54 | 2 | 76 | (20) |
| 26 | Citizen Inquires | 26 | 0 | 53 | (27) |
| 55 | Calls for service otherwise not classified | 34 | 21 | 92 | (37) |
| 47 | Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Building Checks, Follow-ups, Found Property, Warrant Attempts, etc... | 59 | (12) | 115 | (68) |
| 617 | Calls handled by Officers | 495 | 122 | 842 | (225) |
| 939 | Totals occurrences for the month | 713 | 226 | 1295 | (356) |
| 63 | Traffic Citations | 28 | 35 | 63 | 0 |
| 41 | Other Citations | 19 | 22 | 38 | 3 |
| 104 | Total Citations | 47 | 57 | 101 | 3 |

* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire

CITY OF OSWATOMIE
YTD TREASURERS REPORT
AS OF: MARCH 31ST, 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 | 858,217.16 | 606,257.52 | 632,686.33 | 0.00 | 8,667.49 | 641,353.82 |
| 02 -WATER | 286,565.26 | 271,164.45 | 197,860.18 | 359,869.53 | 0.00 | (8,553.62) | 351,315.91 |
| 03 -ELECTRIC | 470,999.15 | 1,008,426.80 | 671,570.37 | 807,855.58 | 0.00 | (82,993.46) | 724,862.12 |
| 04 -SEWER | 226,028.83 | 189,777.41 | 220,438.61 | 195,367.63 | 0.00 | (11,382.33) | 183,985.30 |
| 05 -REFUSE | 6,485.72 | 210.00 | 1,790.00 | 4,905.72 | 0.00 | (1,383.05) | 3,522.67 |
| 06 -LIBRARY | 104,505.74 | 363.48 | 550.59 | 104,318.63 | 0.00 | (89.76) | 104,228.87 |
| 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 | 6,502.61 | 15,294.78 | 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 | 6,309.42 | 0.00 | 40,983.62 | 0.00 | 0.00 | 40,983.62 |
| 12 -STREET IMPROVEMENTS | 244,185.16 | 30,571.32 | 10,294.97 | 264,461.51 | 0.00 | (437.85) | 264,023.66 |
| 13 -TOURISM | 47,849.20 | 14,546.52 | 3,830.84 | 58,564.88 | 0.00 | (765.34) | 57,799.54 |
| 14 -PUBLIC SAFETY EQUIPMENT | 89,459.54 | 27,227.97 | 47,178.18 | 69,509.33 | 0.00 | (1,050.00) | 68,459.33 |
| 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 | 37,216.78 | 45,611.67 | 10,271.63 | 0.00 | 1,841.17 | 12,112.80 |
| 21 -CIP - GENERAL | 174,072.57 | 35,000.00 | 40,000.00 | 169,072.57 | 0.00 | 0.00 | 169,072.57 |
| 22 -CIP - WATER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 -CIP - ELECTRIC | 194,622.89 | 1,213.32 | 26,501.70 | 169,334.51 | 0.00 | (1,837.50) | 167,497.01 |
| 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 | 4,848.00 | 19,618.42 | 0.00 | (35.00) | 19,583.42 |
| 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 | 116,297.69 | 370,571.71 | 0.00 | 0.00 | 370,571.71 |
| 32 -CAFETERIA 125 | 80,319.46 | 5,983.38 | 8,669.53 | 77,633.31 | 0.00 | 0.00 | 77,633.31 |
| 35 -TECHNOLOGY FUND - CIP | 133,103.19 | 8,910.57 | 9,839.35 | 132,174.41 | 0.00 | (7,479.69) | 124,694.72 |
| 41 -BOND & INTEREST | 201,266.98 | 327,839.58 | 125,040.00 | 404,066.56 | 0.00 | 0.00 | 404,066.56 |
| 43 -ELECTRIC DEBT SERVICE | 149,988.39 | 36,310.42 | 96,250.00 | 90,048.81 | 0.00 | 0.00 | 90,048.81 |
| 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 | 5,111.00 | 4,401.00 | 15,574.54 | 0.00 | 0.00 | 15,574.54 |
| 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 | 3,158,954.70 | 2,473,475.36 | 4,677,938.71 | 0.00 | (105,498.94) | 4,572,439.77 |

*** END OF REPORT ***