

OSAWATOMIE CITY COUNCIL
AGENDA

September 23, 2021

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. September 23rd Agenda
 - B. Meeting Minutes
 - August 26th, 2021 and September 16th, 2021
 - C. Pay Application(s)
 - Bike Repair Stand - Eagle Scout Project - \$500.00
 - WWTP – BG Consultants - \$16,560.00
 - D. 2021-07 – Council Report
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Jarred, Gilmore, and Phillips, P.A. - 2020 Audit
 - B. Chase Homrighausen – Eagle Scout Project Update
 - C. Parker Chalupnik – Eagle Scout Project Introduction
 - D. Jordy and Cody Goff – Event Space Development Update
9. Unfinished Business
10. New Business
 - A. Resolution 920 – Sale of Real Property – Ed Beaudry
 - B. Resolution 921 – Increase in Chamber Contribution to Assist Downtown Merchants
 - C. Resolution 922 – Always and Forever Final Agreement (Animal Shelter Operations)
 - D. Resolution 923 – Notification to Miami County and Paola as to Changes in the Fees Charged for Animal Boarding at the Osawatomie Animal Shelter.
 - E. Resolution 924 – Direction to City Manger to Seek USDA (Grant and Loan Financing) for Improvements to the Osawatomie Animal Shelter in an Amount Not to Exceed \$200,000
 - F. Resolution 925 – Direction to City Manager to Take Final Action on Water Line Improvements Around the Osawatomie Middle School
 - G. Resolution 926 – Direction to City Manager to Begin Work on a Predevelopment Agreement with Shoot House Paintball on the Development of Northland Property (Phase 1B).
 - H. Resolution 928 - Directing the City Manager to Select Payment Option 2 (52-Month Repayment Schedule with a 2.5% Interest Rate) for the Grand River Dam Authority (GRDA) Extraordinary Power Cost (EPC) Adjustment and Extend the Repayment Period for Osawatomie Electric Customers from 36 Months to 56 Months.
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Report
14. Executive Session (10 minutes)
15. Additional Items
 - A. Resolution 927 – Purchase of Real Property
16. Adjourn

NEXT REGULAR MEETING – October 14, 2021

Osawatomie, Kansas. **August 26, 2021.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor L. Mark Govea called the meeting to order at 6:30 p.m. Council members present were Walmann, Dickinson, LaDuex, Hampson, Wright, Diehm, Macek and Caldwell. City Staff present at the meeting were City Manager Mike Scanlon, City Clerk Tammy Seamands, Assistant to the City Manager Sam Moon, Chief Building Official Ed Beaudry, Utilities Director Terry Upshaw, Police Chief David Stuteville, Public Safety Officer Michael Huggins and City Attorney Richard Wetzler. Members of the public were: Charles Johnson, Garrett Nordstrom, Dale Bratton, Jeff Dorsett, Brigitte Pinneo, Dale Samuels, Renee Slinkard, Kari Bradley, Derek Henness, Shay Hanysak, Tammy Filipin, Jim Mitzner, Katie Mitzner, Chance Edwards and Donny Blackmon.

INVOCATION. Dale Samuels, Faith Community Church

CONSENT AGENDA. Approval of August 26th Agenda, August 12th Council Minutes, Special City Council Meeting for September 16, 2021 – 2022 Budget, Special Event Permit - Border War BBQ, Special Event Permit – Freedom Festival. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented without the August 12th Council Minutes. Yeas: All. **Motion** made by LaDuex, seconded by Dickinson to approve the August 12th Council Minutes with the correction of changing the second Dale Koontz listed under members of the public present to Donna Koontz. Yeas: All.

COMMENTS FROM THE PUBLIC.

Dale Samuels – The Ministerial Association met and talked a little about the idea of a shelter for the extreme heat and cold. Faith Community Church has purchased a building downtown and is in the process of remodeling.

Jeff Dorsett – very pleased with many things that are happening in this community such as homes that are being improved and built. Some of this is due to code enforcement and some from private citizens. Communities that invest, update and promote themselves are growing and those communities that do not are dying. While I do not like higher taxes, I am in favor of investing and promoting in our community and if raising taxes is how to accomplish that then so be it.

PUBLIC HEARINGS.

CDBG-CV GRANT – The purpose of this hearing is to evaluate the performance of Grant No. 20-CV-103 which was for a small business grant program (economic development) and meal program assistance within the city limits of Osawatomie, KS. The scope of work supplied small business grants, meal program funding and associated administrative costs in the amount of \$167,000. All proposed activities were accomplished. This grant was funded, all or in part, from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG). Mayor Govea opened the hearing at 6:38 p.m. The mayor asked three times if there were any comments. Hearing no comments, the hearing was closed at 6:39 p.m.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

2020 AUDIT – The auditor requested that we move this presentation to September 23rd due to a scheduling conflict.

PROCLAMATION OF CONSTITUTION WEEK FOR 2021 – Renee Slinkard with Daughters of the American Revolution gave a brief history on how constitution week came about. LaDuex read the proclamation. **Motion** made by LaDuex, seconded by Dickinson to accept the Proclamation setting September 17th through September 23, 2021 as Constitution Week. Yeas: All.

FINAL CITY LOGO PRESENTATION (Res 916) – Scanlon presented the final city logo that Springboard Creative had tweaked from the council preferences at the last city council meeting. **Motion** made by LaDuex, seconded by Hampson to approve Resolution 916 – Accepting the new city logo designed by Springboard Creative for the benefit of the City of Osawatomie, Kansas as presented. Yeas: (5) – Dickinson, LaDuex, Hampson, Wright, and Caldwell. Nays: (3) Diehm, Walmann, and Macek.

UNFINISHED BUSINESS.

RESOLUTION 908 AND 908A – 2022 BUDGETARY POLICIES – Scanlon reminded council of the plan that was proposed to improve streets. The first part requires a tax increase so that we produce the dollars necessary to take care of our streets and the second part would be a sales tax increase. The sales tax portion requires a vote of the citizens. **Motion** made by LaDuex, seconded by Wright to approve Resolution 908 – Establishing budget policies for fiscal year 2022 as presented. Yeas: (7) Walmann, Macek, Dickinson, LaDuex, Hampson, Wright, and Caldwell. Nays: (1) Diehm. **Motion** made by LaDuex, seconded by Hampson to approve Resolution 908A – Authorizing the Miami County Election Official to submit to the electors of the City of Osawatomie, Kansas the question of imposing a special one-half of one percent (0.5%) citywide retailers’ sales tax question on the November 2, 2021 general election ballot.as presented. Yeas: All.

NEW BUSINESS.

RESOLUTION 913 – AGREEMENT WITH USD 367 SCHOOL DISTRICT FOR THE LICENSING OF PROPERTY AT MILE ZERO (TRAILHEAD PARKING) –As the Flint Hills trail was developed a portion of land was needed to create a parking lot and access point on land owned by the Osawatomie School District (USD 367). This agreement says that we will only use this property for a parking lot. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 913 – Directing the City Manager to work with the Osawatomie School District (USD-367) on a licensing agreement for the Flint Hills Trail parking lot and access point located on school district property as presented. Yeas: All.

RESOLUTION 914 — AMENDING THE UNIFORM PERSONNEL POLICIES AND GUIDELINES FOR THE CITY OF OSAWATOMIE, KANSAS – Scanlon discussed the changes that are requested to the personnel policies that relate to the following five areas; definition of employee and excluding contract economic development employees, calculation of overtime based

solely on hours worked, elimination and sunseting of compensatory time off, shift differential pay, and changes to residency requirements. **Motion** made by LaDuex, seconded by Caldwell to approve Resolution 914 – Making the following changes to the uniform personnel policies and guidelines for the city of Osawatome, Kansas as presented. Yeas: (7) Walmann, Macek, Dickinson, LaDuex, Hampson, Wright and Caldwell. Nays: (1) Diehm

RESOLUTION 915 – AMENDING THE APRIL 9, 2020 EMPLOYMENT AGREEMENT OF MR. MICHAEL J. SCANLON, CITY MANAGER - Scanlon entered into an employment agreement with the City of Osawatome on April 8, 2020. This resolution is to make changes to that agreement for both residency and compensation. **Motion** made by Caldwell, seconded by Dickinson to approve Resolution 915 – Amending the employment agreement of the City Manager as presented. Yeas: All.

ORDINANCE 3798 – ADOPTING THE 2021 STANDARD TRAFFIC ORDINANCE – The Standard Traffic Ordinance (STO) for Kansas Cities have been published by the League of Kansas Municipalities. They are designed to provide a comprehensive traffic code for Kansas Cities. **Motion** made by LaDuex, seconded by Dickinson to approve Ordinance 3798 – Regulating traffic within the corporate limits of the City of Osawatome, Kansas; incorporating by reference the “Standard Traffic Ordinance for Kansas Cities” edition of 2021, with certain omissions, changes and additions; prescribing additional regulations; amending Chapter 14, Article 1, of the City of Osawatome Municipal Code; and repealing existing provisions as presented. Yeas: All.

ORDINANCE 3799 –ADOPTING THE 2021 UNIFORM PUBLIC OFFENSE CODE- The Uniform Public Offense Code (UPOC) for Kansas Cities have been published by the League of Kansas Municipalities. They are designed to provide a comprehensive criminal code for Kansas Cities. **Motion** made by LaDuex, seconded by Hampson to approve Ordinance 3799 – Regulating public offenses within the corporate limits of the City of Osawatome, Kansas; incorporating by reference the “Uniform Public Offense code for Kansas Cities” edition of 2021; amending and repealing Chapter 11, Article 2, Section 201 of the City of Osawatome Municipal Code; and repealing existing provisions as presented. Yeas: All.

RESOLUTION 917 –ACCEPTING THE 2020 ANNUAL ELECTRIC REPORT– The City is required as a condition of our power purchase agreements to provide an Annual Electrical Report. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 917 – Accepting the 2020 Annual Electric Report as submitted by staff as presented. Yes: All.

ORDINANCE 3800 – AMENDING PORTIONS OF THE SOLID WASTE CODE – This is a cleanup of Ordinance 3874 that eliminated a section on proper storage of containers and incorporates the appropriate reference for the fee and administrative charge that is included in all utility bills. **Motion** made by LaDuex, seconded by Hampson to approve Ordinance 3800 – Replacing section 15-506 regarding storage of solid waste and recyclable materials and amending section 15-523 schedule of fees and charges. Yeas: All.

SELECTING VOTING DELEGATES FOR THE LEAGUE OF KANSAS MUNICIPALITIES ANNUAL CONFERENCE – The League of Kansas Municipalities will hold their annual business meeting and policy session of city voting delegates on Monday, October 11,

Osawatomie, Kansas. **September 16, 2021.** The Special Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor L. Mark Govea called the meeting to order at 6:30 p.m. Council members present were Walmann, Dickinson, LaDuex, Hampson, Wright, Diehm, Macek and Caldwell. City Staff present at the meeting were City Manager Mike Scanlon and City Clerk Tammy Seamands. Members of the public were: Doug Carder, Dale Koontz, Donna Koontz, Derek Henness and Kari Bradley.

INVOCATION. Mark Govea

PUBLIC HEARINGS.

REVENUE NEUTRAL RATE HEARING – Scanlon explained that the Revenue Neutral Rate means that if you take the amount of money that we put into our budget for 2021 and you were to calculate the mill rate necessary to collect that exact same amount of money that is the revenue neutral rate. Your mill rate will adjust to fit what ever you pledged your collection to be for the 2021 budget. In our case, the assessed valuation went up and the revenue neutral rate in terms of the mill rate went down because you are trying to collect the same amount of money. Mayor Govea opened the hearing at 6:38 p.m. The mayor asked if there were any comments, questions or concerns from the public. Hearing no comments, the mayor again stated that at this time everyone has the opportunity to make comments on the revenue neutral rate and asked again if there were any comments. The mayor asked for a third time if there were any comments or concerns. Hearing no comments, the mayor closed the hearing at 6:40 p.m.

2022 BUDGET HEARING AND PRESENTATION - Scanlon discussed the recommend budget for 2022 and explained this is to set the expenditure limit or what you can spend out of each fund in the next year. We have fifteen budgeted funds and five non-budgeted funds. Mayor Govea opened the hearing at 6:40 p.m. The mayor asked if there were any comments, questions or concerns from the public. Hearing no comments, the mayor again stated that at this time everyone has the opportunity to make comments on the 2022 Budget and asked again if there were any comments. The mayor asked for a third time if there were any comments or concerns. Hearing no comments, the mayor closed the hearing at 6:42 p.m.

NEW BUSINESS.

RESOLUTION 918 – RESOLUTION TO EXCEED THE REVENUE NEUTRAL RATE (RNR) – The City of Osawatomie shall levy a property tax rate exceeding the revenue neutral rate of 63.236 mills. The rate to be shall be set at 80.000 mills. **Motion** made by Hampson, seconded by Macek to approve Resolution 918 – A resolution of the City of Osawatomie, Kansas to levy a property tax rate exceeding the revenue neutral rate as presented. Yeas: All.

RESOLUTION 919 — 2022 BUDGET RESOLUTION – This resolution includes creating a fund balance reserve equivalent to 90 – days of the City’s General Fund expenditures and an increase in the mill rate that will be dedicated to street repairs and a self-imposed 10-year sunset. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 919 –Establishing budget policies for the City of Osawatomie for Fiscal Year 2022 as presented. Yeas: All.

September 3, 2021

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

Re: 20-1414L - Osawatomie WWTP Improvements

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

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

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	71.0%	\$65,320.00
3. Bidding and Negotiating Phase	\$20,000.00	0.0%	\$0.00
4. Approvals and Permitting	\$15,000.00	0.0%	\$0.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00

*Updated, refer to Contract Amendment 01

Subtotal Amount Due: \$16,560.00
 Total Completed to date: \$182,320.00
 Prior Billings to Date: \$165,760.00

Resident Project Observation

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

Additional Services

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

Total Amount Due: \$16,560.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	GENERAL OPERATING	MISCELLANEOUS CASEYS	CASEYS:THEFT CREDITUTION	12.00			
			VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL	442.54		
			PETTY CASH	RETURN OF DEPOSIT	100.00		
				RETURN OF DEPOSIT	100.00		
				RETURN OF RENT	30.00		
				AUDITORIUM DEPOSIT	100.00		
				DEPOSIT RETURN	75.00		
				DEPOSIT RETURN	100.00		
				DEPOSIT RETURN	100.00		
				DEPOSIT RETURN	100.00		
				DEPOSIT RETURN	250.00		
				RENT RETURN	150.00		
				OSAWATOMIE GOLF COURSE	JULY 3RD PAYROLL CITY MANA	<u>54.00</u>	
					TOTAL:	1,613.54	
			ADMINISTRATION	GENERAL OPERATING	TYLER TECHNOLOGIES INC	GL IMPORT 3RD PARTY PAYROL	65.00
						UTILITY BILLING ANNUAL FEE	1,008.00
						CITY OF OSAWATOMIE	CITY UTILITIES
CITY UTILITIES	723.29						
NAVRAT'S OFFICE PRODUCTS INC	WHITE COPY PAPER	199.50					
	FIRST OPTION BANK	MAYOR - HOTEL TOPEKA KS				94.00	
	GOTOMEETING PROFESSIONAL	157.32					
	MAYOR - HOTEL LAWRENCE KS	115.54					
	FUNERAL FLOWERS - BUTTERS	66.72					
FAMILY CENTER FARM & HOME	PLIER LOCKING, DRILL BIT,	38.73					
	ELBOW 3/4 BARB HOSE BARB	3.76					
KANSAS GAS SERVICE	KANSAS GAS SERVICE	97.08					
LEAGUE OF KS MUNICIPALITIES	LEADERSHIP SUMMIT MAYOR CO	175.00					
WAL-MART CAPITAL ONE	COUNCIL DINNER	50.64					
QUILL CORPORATION	RIBBON REGISTER	21.36					
	3 RING 2 IN LEGAL BINDER B	17.42					
	NX1 - 510 STORAGE	260.59					
NPG NEWSPAPERS INC	CL LEGAL AVD ORDIN 3794	394.64					
TALLEY, DEBBIE	MH CUSTODIAN JULY 2021	375.00					
LEGACY CONTRACTORS LLC	AUDITORIUM DAMAGED DOOR RE	1,536.00					
WASTE MANAGEMENT	REFUSE SERVICES	17.80					
PALACE HARDWARE	MISC MDSE	2.05					
GUARDIAN	GUARDIAN - 07/02/21 - PAYR	16.31					
	GUARDIAN - 071621	16.31					
HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	1,991.76					
	HUMANA - 07/02/21 - PAYRO	86.39					
	HUMANA - 07/02/21 - PAYRO	21.71					
	INSURANCE - 07/16/21 PAYRO	1,991.76					
	INSURANCE - 07/16/21 PAYRO	86.39					
OSAWATOMIE PARTNERS IN EDUCATION	INSURANCE - 07/16/21 PAYRO	21.72					
	CARNIVAL DONATION	40.00					
KPERs	ADJUST TO MATCH BILL	0.02-					
	KPERs	19,161.05					
	KPERs - 07/02/21	1,292.82					
	KPERs - 0716/2021	1,314.58					
	VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL				60.64	
		ICMA - 07/16/2021				67.85	
		ICMA - 092121				65.89	
	ICMA - 07/02/2021	60.64					
EFTPS	EFTPS	1,033.81					
	PAYROLL TAXES - 07/16/2021	1,053.15					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAYROLL TAXES - 092121	1,257.37
		RICOH USA, INC.	COPIER LEASE	260.47
		RICOH USA, INC.	COPIER LEASE	165.32
		PETTY CASH	1010 6TH RECORD LIEN	21.00
			PROPERTY TAXES	323.15
			DEEDS	38.00
			WATER & COFFEE	8.90
			WE B SMOKING FOR CONTRACTO	31.71
			LOAN DOC MAIL	7.70
			WATER	17.70
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.00
			SHREDDING SERVICE	30.00
		WETZLER, RICHARD S	CITY ATTORNEY	486.22
		EVERGY	ELECTRIC SERVICES	18.14
		PAYCHEX	PAYROLL SERVICES	781.60
			PAYROLL SERVICES	821.60
			PAYROLL SERVICES	<u>692.19</u>
			TOTAL:	38,794.77
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	HONDA WHEEL KIT	33.99
		FAMILY CENTER FARM & HOME	PRAMITOL 25E GAL	57.95
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	4.00
			KS UNEMPLOYMENT - 07/16/21	3.75
		BEACHNER GRAIN INC	CROSSBOW 1 GL	146.25
		OSAWATOMIE PET CLINIC	EXAM & BOARD FELINE	48.00
			30Z KITTENS, MEDS BOARD EC	125.00
			5 PAOLA KITTENS (MED, BOAR	100.00
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.05
			RURAL WATER SERVICES	43.21
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	33.00
		PAT'S SIGNS	2 PART FORMS	272.00
		INTERNATIONAL CODE COUNCIL	CONCRETE MANUAL & REQUIREM	266.00
		GOWING'S CONSTRUCTION DARRELL L GOW		8,350.00
		WEX BANK	FUEL CARD	567.67
		DREXEL TECHNOLOGIES INC	LINE DRAWINGS	96.70
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	9.32
			GUARDIAN - 071621	9.32
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	1,162.74
			HUMANA - 07/02/21 - PAYRO	51.27
			HUMANA - 07/02/21 - PAYRO	12.55
			INSURANCE - 07/16/21 PAYRO	1,162.74
			INSURANCE - 07/16/21 PAYRO	51.27
			INSURANCE - 07/16/21 PAYRO	12.55
		KASPER AUTO PARTS	WHEEL BEARING HUB	281.64
			BRAKE PADS & BRAKE ROTOR	119.99
			REFLEX TRUCK SHOCKS	261.25
		KPERS	AFTER RETIREMENT - 07/02/2	143.92
			KPERS - 07/02/21	504.96
			AFTER RETIREMENT	144.26
			KPERS - 0716/2021	484.27
		VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL	36.84
			ICMA - 07/16/2021	36.90
			ICMA - 092121	36.95
			ICMA - 07/02/2021	36.84
		EFTPS	EFTPS	542.23
			PAYROLL TAXES - 07/16/2021	524.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAYROLL TAXES - 092121	599.79
		EVERGY	ELECTRIC SERVICES	417.36
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGN JET T2600 LEASE	195.00
			TOTAL:	17,004.23
POLICE	GENERAL OPERATING	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	2,679.07
			BRAZOS ECITATION MAINT.	1,170.31
		BREWER'S AUTOMOTIVE REPAIR INC	TIRES, MOUNT & BALANCE	74.16
			ALIGNMENT	82.35
			INTERSTATE BATTERY MT34	116.95
		CITY OF OSAWATOMIE	CITY UTILITIES	576.84
		NAVRAT'S OFFICE PRODUCTS INC	COPY PAPER PD	319.20
		O'REILLY AUTO PARTS	CAPSULE HEADLIGHT BULB	27.26
			RESISTOR, BLOWER MOTOR	107.90
			OIL COOLER	81.16
			OIL COOLER	81.16-
			BATTERY. CORE. WIPER BLADE	171.51
		FIRST OPTION BANK	ZOOM PRO ANNUAL	163.76
			TOOLMAN TACTICAL AR 15	83.11
			RUTHERFORD CONTROLS	126.07
			TOOLMAN TACTICAL AR 15	0.01-
			UNIFORM NAME PLATES	145.00
			UNIFORM NAME TAPE	19.12
			OFFICER PATCHES FOR UNIFOR	6.55
			WALL POCKET	9.37
			UNIFORM EAR PIECES	117.00
			WIRELESS HOME AUDIO AMPLIF	94.99
			BUSINESS CARDS	53.52
			UNIFORM TAPE	19.12
			UNIFORM PLATES	351.00
			UNIFORM PLATES	22.99
			TRAINING FOR BASORE	149.00
			POLSTER TRAINING	648.40
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	15.10
			KS UNEMPLOYMENT - 07/16/21	24.34
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	35.13
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	50.00
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	9.85
			CABLE SERVICES	9.85
		GALL'S INC	MENS TWILL PDU SHIRTS	109.98
			LONG SLEEVE, CARGO PANT, P	383.91
			CUFF CASE, BELT, BADGE HOL	100.30
			SUPPLIED EMBLEM	24.00
			SUPPLIED EMBLEM	9.00
			SUPPLIED EMBLEM	12.00
			SUPPLIED EMBLEM	12.00
			SUPPLIED EMBLEM	30.00
			SUPPLIED EMBLEM	6.00
			SUPPLIED EMBLEM	48.00
			MENS LONG SLEEVE SHIRT	54.99
		REJIS COMMISSION	LEW SUBSCRIPTION & ACCESS	36.85
			LEW SUBSCRIPTION & ACCESS	125.00
		DONNA & VIOLA'S SHIRTS & ETC.	BLACK MESH CAP	15.00
		NEW CENTURY DODGE CHRYSLER JEE	FITTING ENGINE OIL	41.80
		WEX BANK	FUEL CARD	2,425.36
		GEARZONE PRODUCTS	MENS POLO, ARM PATCHES	48.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLO, ARM PATCHES, JACKET	348.48
		WASTE MANAGEMENT	REFUSE PD	19.71
		PALACE HARDWARE	GALV TEE, GALV CAP, BLACK	14.20
			MISC MDSE	7.60
			MISC MDSE	16.99
			KEY 1 SIDED	3.98
		POMP'S TIRE SERVICE INC	FIREHAWK GTZ PURSUIT	524.36
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	23.30
			GUARDIAN - 071621	25.63
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	3,170.55
			HUMANA - 07/02/21 - PAYRO	163.31
			HUMANA - 07/02/21 - PAYRO	26.91
			INSURANCE - 07/16/21 PAYRO	3,170.55
			INSURANCE - 07/16/21 PAYRO	180.87
			INSURANCE - 07/16/21 PAYRO	31.57
		KASPER AUTO PARTS	WATER PUMP & THERMOSTAT	171.61
			WATER PUMP	134.89
			NEW WATER PUMP	134.89-
			NAPA GOLD SPIN-ON OIL	14.40
			NAPA GOLD AIR FILTER	17.40
			REPEL WIPER BLADE 19	19.98
			DR/BLT TENSIONER ASSY	84.27
			ENGINE OIL COOLER	5.91
			OIL FILTER ADAPTER	8.53
			OIL COOLER GSKT SET	5.91-
			REMAN RACK & PINION, CORE	1,036.99
			CONTROL ARM BALL	323.02
			SWAY BAR BUSHING M LafQT	47.47
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	47.00
			PRE EMPLOYMENT PHYSICALS	47.00
		KPERS	KPERS ADJUSTMENT	655.35
			KPERS - 07/02/21	1,714.70
			PD CORRECTION - KPERS	260.12
			KPERS - 0716/2021	2,280.60
		VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL	6.25
			ICMA - 07/16/2021	18.75
			ICMA - 092121	18.75
			ICMA - 07/02/2021	6.25
		EFTPS	EFTPS	1,842.32
			PAYROLL TAXES - 07/16/2021	2,197.70
			PAYROLL TAXES - 092121	2,102.56
		RICOH USA, INC.	RICOH USA, INC.	120.60
			COPIES - CITY MANAGER OFFI	78.53
		RICOH USA, INC.	COPIER LEASE	214.43
			COPIER LEASE	128.31
		PETTY CASH	TAGS FOR POLICE VEHICLES	67.50
			POSTAGE	5.70
			WATER, GATORADE, & COFFEE	42.45
			PROPANE CYLINDER	20.00
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.00
			SHREDDING SERVICE	30.00
		JOHNSON COUNTY GOVERNMENT	KYLE HURT TUITION	<u>32,597.85</u>
			TOTAL:	64,946.39
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	223.25
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	1.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	49.50
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	2.33
			GUARDIAN - 071621	2.33
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	386.95
			HUMANA - 07/02/21 - PAYRO	15.80
			HUMANA - 07/02/21 - PAYRO	4.19
			INSURANCE - 07/16/21 PAYRO	386.95
			INSURANCE - 07/16/21 PAYRO	15.80
			INSURANCE - 07/16/21 PAYRO	4.19
		KPERS	KPERS - 07/02/21	124.17
			KPERS - 0716/2021	137.62
		EFTPS	EFTPS	91.48
			PAYROLL TAXES - 07/16/2021	103.09
			PAYROLL TAXES - 092121	<u>105.05</u>
			TOTAL:	1,654.42
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	4.63
			CITY UTILITIES	154.62
			CITY UTILITIES	1.61
			CITY UTILITIES	366.58
		O'REILLY AUTO PARTS	ADHESIVE DENT PULLER	39.65
			RSISTOR BLOWER MOTOR	90.70
			BLWR MTR CN	15.54
		FIRST OPTION BANK	LABELS	7.38
		FAMILY CENTER FARM & HOME	GASOLINE, GAS CAN, SOCKET	86.37
			SPECIAL ORDER PARTS	39.95
			SPECIAL ORDER PARTS	32.52
			SPECIAL ORDER PARTS	2.91
			SPECIAL ORDER PARTS	3.57
			SMALL ENGINE PARTS	30.75
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	1.86
			KS UNEMPLOYMENT - 07/16/21	1.99
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	48.88
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	40.00
		WESTFALL GMC TRUCK INC	RING, BOLT, NUTS	171.11
			(S) BOLT	32.05
			COVER	36.77
			(S) CLUTCH	610.80
		SHERWIN WILLIAMS	STFS 5126 5 GALLON PAINT	473.75
		WEX BANK	FUEL CARD	737.10
		WASTE MANAGEMENT	REFUSE SERVICES	69.68
		MFA OIL COMPANY	RED DSL FUEL	267.77
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	13.98
			GUARDIAN - 071621	13.98
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	1,116.37
			HUMANA - 07/02/21 - PAYRO	49.95
			HUMANA - 07/02/21 - PAYRO	11.27
			INSURANCE - 07/16/21 PAYRO	1,116.37
			INSURANCE - 07/16/21 PAYRO	49.95
			INSURANCE - 07/16/21 PAYRO	11.27
		KASPER AUTO PARTS	HYDRAULIC HOSE & FITTINGS	163.89
			AUTRN295	131.97
			EXPAN VA WASHER	29.80
		KPERS	KPERS - 07/02/21	1,290.48
			KPERS - 0716/2021	1,214.08
		EFTPS	EFTPS	403.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAYROLL TAXES - 07/16/2021	387.59
			PAYROLL TAXES - 092121	<u>442.55</u>
			TOTAL:	9,815.32
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	4.63
			CITY UTILITIES	154.62
			CITY UTILITIES	64.22
		FIRST OPTION BANK	TOILET CLEANER	11.85
			MISCFIBER DUSTMOM	170.49
		KANSAS CITY WILBERT SI FUNERAL SERVIC	GRAVE OPENINGS	4,035.00
		KC BOBCAT	PUSH NUT	6.57
		FAMILY CENTER FARM & HOME	BRASS NIPPLE, UTILITY BLAD	14.47
			SPECIAL ORDER PARTS	185.52
			HANGER 3/4 X 10' 24GA STEE	3.98
			FUEL GAL, SMALL ENGINE PAR	66.19
			FUEL, TRIMMER LINE	137.97
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	6.48
			KS UNEMPLOYMENT - 07/16/21	5.72
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
		VIKING INDUSTRIAL SUPPLY	BAGS, CLOROX, FEBREEZE, CL	620.12
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	36.00
		BOWES AUTOMOTIVE PRODUCTS	OIL FILTERS & ANTI SEIZE	44.05
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTALS	260.00
			EXTRA SERVICES	80.00
		SPRAYER SPECIALTIES INC	M3400G, NORFITT34, ZZ-GAID	15.07
		ROMANS OUTDOOR POWER	KIT MIRROR COVENX TEMPE	100.00
		WEX BANK	FUEL CARD	867.63
		WASTE MANAGEMENT	REFUSE SERVICES	69.68
			CEMETERY REFUSE	156.50
		PALACE HARDWARE	DRILL BITS	7.47
			SCREWS & BULBS	9.80
		MFA OIL COMPANY	RED DSL FUEL	388.07
		POMP'S TIRE SERVICE INC	OTR LAWN MASTER TIRES	302.00
			FIREHAWK PURSUIT 245/55WR1	1,144.36
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	4.66
			GUARDIAN - 071621	4.66
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	657.56
			HUMANA - 07/02/21 - PAYRO	30.64
			HUMANA - 07/02/21 - PAYRO	7.08
			INSURANCE - 07/16/21 PAYRO	657.56
			INSURANCE - 07/16/21 PAYRO	30.64
			INSURANCE - 07/16/21 PAYRO	7.08
		KASPER AUTO PARTS	TPMS SERVICE KIT	11.98
			AIR FILTER, OIL FILTER	92.82
			TIRE PRESSURE,TPMS SERVICE	45.32
			ADAPTER, COUPLER	22.82
			TIRE PRESSURE	121.74
			QWIK SENSOR	57.30-
			SENSOR - TPMS	121.74
			STARTER LUG, STUD TERMINIA	63.85
			PIPE TAP	43.40
			THREADLOCKER GEL STICK	26.61
		KPERS	KPERS - 07/02/21	114.06
			KPERS - 0716/2021	139.41
		EFTPS	EFTPS	383.33
			PAYROLL TAXES - 07/16/2021	358.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAYROLL TAXES - 092121	425.22
		PETTY CASH	LAUNDRY QUARTERS	10.00
			QUARTERS FOR LAUNDRY	10.00
		EVERGY	ELECTRIC SERVICES	<u>18.48</u>
			TOTAL:	12,337.95
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	467.01
		FIRST OPTION BANK	ANTISWAY STRAP RADIO STRAP	501.00
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	48.24
		MIAMI LUMBER INC.	BUILDOUT - SMART TRIM	171.96
		CONRAD FIRE EQUIPMENT INC	12V SOLENOID	37.06
			REPAIR WATER MANIFOLD	937.70
		WEX BANK	FUEL CARD	126.13
		WASTE MANAGEMENT	REFUSE SERVICES	278.71
		KASPER AUTO PARTS	LAMP	32.90
			WIPER BLADE - RAIN X	44.08
			ALTERNATOR WARRANTY CORE	236.74
			FUSE HOLDER, SOLENOID, BRU	47.83
			ANTIFREEZE	59.07
		EFTPS	PAYROLL TAXES - 092121	636.47
		WEIS FIRE & SAFETY EQUIPMENT, LLC.	PUMP TEST CERTIFICATION	<u>1,058.08</u>
			TOTAL:	4,209.50
MUNICIPAL COURT	GENERAL OPERATING	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	1,212.75
		FISHER JR. LLC RICHARD M. RICHARD FI	20CR119 - PHILLIPS	700.00
		KANSAS STATE TREASURER	MAY 2021 MUNICIPAL COURT F	587.50
			JUNE 2021 MUNICIPAL COURT	1,596.00
		NICHOLSON DASENBROCK & HARTLEY LC	ATTORNEY FEESJULY COURT AP	1,575.00
		MISCELLANEOUS ENGLISH TO SPANISH	ENGLISH TO SPANISH:21TR58	60.00
		LANGUAGE LINE SERVICES	OVER THE PHONE INTERPRETAT	29.25
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT - JULY 202	2,060.00
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	2.33
			GUARDIAN - 071621	2.33
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	349.50
			HUMANA - 07/02/21 - PAYRO	8.78
			HUMANA - 07/02/21 - PAYRO	4.01
			INSURANCE - 07/16/21 PAYRO	349.50
			INSURANCE - 07/16/21 PAYRO	8.78
			INSURANCE - 07/16/21 PAYRO	4.01
		KPERS	KPERS - 07/02/21	128.77
			KPERS - 0716/2021	125.53
		EFTPS	EFTPS	93.16
			PAYROLL TAXES - 07/16/2021	90.37
			PAYROLL TAXES - 092121	132.32
		WETZLER, RICHARD S	CITY PROSECUTOR JUNE 2021	<u>925.00</u>
			TOTAL:	10,044.89
LEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	273.61
		FIRST OPTION BANK	CAB FILTER	80.00
		SECURITY BANK OF KC	TRACTOR LEASE	779.30
			TRACTOR LEASE	9,857.66
		MFA OIL COMPANY	RED DSL FUEL	<u>333.41</u>
			TOTAL:	11,323.98
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY UTILITIES	184.89
		FIRST OPTION BANK	BASKETS	13.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BOOKS	36.92
			BOOKS	9.85
			BOOKS	112.02
			BOOKS	28.99
			PRIME MEMBERSHIP	119.00
			BOOKS	33.98
			BOOKS	15.49
			BOOKS	13.16
			PENS	3.00
			GUM, GRANOLA, CRACKERS, DR	13.00
			BOOKS	18.95
			SLOTTED BASKETS WITH HANDL	62.44
			BOOKS	32.08
			BOOKS	6.39
			SUMMER READING CANDY	197.00
			BOOKS	10.77
			BOOKS	5.00
			BOOK STANDS & ENDS	45.77
			BOOKS	12.49
			9 VOLT BATTERIES	47.54
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	8.80
			KS UNEMPLOYMENT - 07/16/21	7.91
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	37.28
		BAKER & TAYLOR	BOOKS	108.45
			BOOKS	65.35
			BOOKS	6.05
			BOOKS	16.84
			BOOKS	16.84
			2036075017	193.50
			BOOKS	131.16
			BOOKS	10.29
			BOOKS	18.79
		DEMCO INC	BOOK COVERS, MARKS, LABELS	50.66
		OSAWATOMIE ROTARY CLUB	07/01 - 12/31 2021 DUES MO	120.00
		WASTE MANAGEMENT	REFUSE SERVICES	61.68
		MIDWEST TAPE	DIGITAL MEDIA	239.53
		KWIKOM COMMUNICATIONS	INTERNET - LIBRARY	145.00
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	4.66
			GUARDIAN - 071621	4.66
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	203.20
			HUMANA - 07/02/21 - PAYRO	8.78
			HUMANA - 07/02/21 - PAYRO	4.66
			INSURANCE - 07/16/21 PAYRO	203.20
			INSURANCE - 07/16/21 PAYRO	8.78
			INSURANCE - 07/16/21 PAYRO	4.66
		KPERS	KPERS - 07/02/21	353.21
			KPERS - 0716/2021	356.39
		EFTPS	EFTPS	336.81
			PAYROLL TAXES - 07/16/2021	333.99
			PAYROLL TAXES - 092121	340.44
		RICOH USA, INC.	COPIES - LIBRARY	171.12
		ROMERO, AURORAH	LIBRARY JANITOR SERVICES	60.00
			LIBRARY JANITOR SERVICES	60.00
			LIBRARY JANITOR SERVICES	60.00
		INGRAM LIBRARY SERVICES	BOOKS	16.03
			BOOKS	104.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BOOKS	58.92
			NORTH CHEYENNE LEDGER ART	<u>62.20</u>
			TOTAL:	5,016.63
TECHNOLOGY	GENERAL OPERATING	FIRST OPTION BANK	WEBSITE BACKUP SERVICES	8.95
			SALES TAX REFUND	16.09-
			GMIS DUES	125.00
			DOMAIN TRANSFER	12.00
			WEBSITE SERVER UPGRADE	6.45
			BADGE HOLDER	43.96
			TONER FOR PUBLIC WORKS	44.99
			TONER FOR PUBLIC WORKS	61.00
			BATTERY BACKUPS	242.00
			PROTECTIVE SKINS FOR CAMER	64.95
			CAMERA RECORDING SUBSCRIPT	15.95
			BATTERY CHARGERS FOR CAMER	131.08
			PRINT COVER	14.99
			WIRELESS MOUNTING ARMS	111.22
			ASSET TAGS & LABELS	493.60
		VERIZON WIRELESS	PHONE & INTERNET SERVICES	1,014.57
		SHI INTERNATIONAL CORP	PLUGABLE USB 3.0	184.54
			MK270 KEYBOARD/MICE	253.40
			8GB DDR4 RAM LENOVO	686.60
			OFFICE 2019 PRO	1,949.70
			BATTERY BACKUPS	844.56
			THINKCENTRE M75Q	6,693.30
		KSFIBERNET	PHONE & INTERNET	827.84
		PALACE HARDWARE	TWO BOLTS PD NETWORK	0.60
		KWIKOM COMMUNICATIONS	PHONE & INTERNET SERVICES	1,585.00
			INTERNET	313.78
		NITEL, INC.	PHONE & INTERNET	1,177.02
		NEXTIVA, INC.	PHONE & INTERNET	1,007.93
		TOSHIBA FINANCIAL SERVICES	PRINTERS FOR IT	<u>40.09</u>
			TOTAL:	17,938.98
WATER ADMINISTRATION	WATER	WASTE MANAGEMENT	REFUSE SERVICES	69.68
		POSTALOCITY.COM	POSTAGE	<u>900.00</u>
			TOTAL:	969.68
WATER TREATMENT	WATER	BREWER'S AUTOMOTIVE REPAIR INC	1 SP 35R	23.48
		CITY OF OSAWATOMIE	CITY UTILITIES	858.57
			CITY UTILITIES	130.72
		FIRST OPTION BANK	SOLAR PANEL	110.00
			ARLO RECHARGE BATTERY	19.49
			ARLO RECHARGE BATTERY	185.60
			HI VIS COLOR SHIRTS	36.03
			WATER TREATMENT VOL 1 HOWA	161.00
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	9.22
			KS UNEMPLOYMENT - 07/16/21	7.27
		WYCOFF'S LOCKSMITHING	TRIP CHARGE, REKEY LOCK, K	170.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	21.00
		WAL-MART CAPITAL ONE	WATER	11.70
		QUILL CORPORATION	WASTECAN 10.25 GAL BALK PL	11.34
		ROYAL METAL INDUSTRIES, LLC	FL PL ALUM 11 GAUGE	259.40
		USA BLUE BOOK	MUELLER HANDWHEEL	237.45
			SAMPLE CELLS, SOLUTION, BU	527.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PH 7.00 BUFFER	10.40
			PROTECTIVE SUPPLIES	406.10
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	70.00
			ANALYTICAL SUPPLIES	70.00
		HAWKINS INC	Ammonia	471.74
			Freight	21.50
			Polymer	2,489.63
			Bleach	1,091.50
		VERIZON WIRELESS	Security cameras	3,599.91
		WASTE MANAGEMENT	REFUSE SERVICES	35.49
		PALACE HARDWARE	EPOXY	6.02
			KEY 1 SIDED KEY	1.00
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	6.99
			GUARDIAN - 071621	6.99
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	585.29
			HUMANA - 07/02/21 - PAYRO	24.13
			HUMANA - 07/02/21 - PAYRO	5.40
			INSURANCE - 07/16/21 PAYRO	585.29
			INSURANCE - 07/16/21 PAYRO	24.13
			INSURANCE - 07/16/21 PAYRO	5.25
		KASPER AUTO PARTS	CANISTER PURGE VALVE	29.35
			BLOWER MOTOR RESISTOR & MO	104.25
			WHEEL NUT	78.96
			BLOWER MOTOR RESISTOR	39.13
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	47.00
		KPERS	KPERS ADJUSTMENT	31.47
			AFTER RETIREMENT - 07/02/2	40.58
			KPERS - 07/02/21	715.82
			AFTER RETIREMENT	42.57
			KPERS - 0716/2021	606.69
		EFTPS	EFTPS	1,139.35
			PAYROLL TAXES - 07/16/2021	392.75
			PAYROLL TAXES - 092121	521.97
		ALLIANCE PUMP & MECHANICAL SERVICE, IN	Valve replacement	8,871.64
			ADDITIONAL LABOR & BOLTS,	1,043.52
		LLOYD HAROLD	REWIRE PANEL ON BLOW OFF P	125.00
		R. E. PEDROTTI CO., INC.	T-CAL PLUS, STANDARD	77.66
			PROGRAMMING ENGINEER	878.40
		KANSAS HEALTH & ENVIRONMENTAL LABORATO	COLILERT DRINKING WATER	1,302.00
		KEY	POCKET TS - COVERALLS	<u>202.40</u>
			TOTAL:	28,586.66
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	CITY UTILITIES	4.63
			CITY UTILITIES	36.13
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	2.50
			KS UNEMPLOYMENT - 07/16/21	3.59
		KNAPHEIDE TRUCK EQUIP. CO	DBL SPRING OC DOOR, BRACKE	77.24
		OIL PATCH PUMP & SUPPLY INC	GLOVES ROUGH RIDER LARGE	16.89
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		WEX BANK	FUEL CARD	152.40
		CORE & MAIN LP	261-048015-000 4X15 REP CL	564.24
			SRII REG 5/8 TRPL 6' 100G	505.02
		MFA OIL COMPANY	RED DSL FUEL	150.78
		POMP'S TIRE SERVICE INC	GALAXY BEFFY BABY III	192.67
			GALAXY BEFFY BABY III	192.67
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	2.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			GUARDIAN - 071621	2.33	
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	340.58	
			HUMANA - 07/02/21 - PAYRO	14.48	
			HUMANA - 07/02/21 - PAYRO	2.91	
			INSURANCE - 07/16/21 PAYRO	340.58	
			INSURANCE - 07/16/21 PAYRO	14.48	
			INSURANCE - 07/16/21 PAYRO	2.91	
		KPERS	KPERS - 0716/2021	48.25	
		EFTPS	EFTPS	325.40	
			PAYROLL TAXES - 07/16/2021	368.03	
			PAYROLL TAXES - 092121	430.76	
		OZARK READY MIX COMPANY	6 SK A/E HAUL SHORT LOAD	342.00	
			6 SK A/E HAUL CHARGE	<u>819.00</u>	
			TOTAL:	4,971.60	
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	BALLOU, TERRY	01-038000-04	10.13
			DENNIGAN, SAMANTHA	01-076200-05	200.08
			DRURY, JESSICA	01-080900-31	4.38
			MARTIN, ANDREW	01-146600-19	3.24
			MCMULLEN, JAMES	01-147200-02	10.17
			ROBINSON, BRIAN	01-152700-12	4.80
			FORTMEYER, JEREMY	01-159900-14	200.18
			FOUTS, HAROLD D	01-187400-03	11.11
			DIVERSIFIED CONTRACT	01-195900-09	4.64
			SCARBROUGH, LACY	01-199400-30	56.16
			HOOD, EMMA	01-226200-03	4.90
			OUDEKIRK, AVERY	01-254000-03	6.09
			JEWETT, SARAH	01-005900-12	140.33
			MCDONALD, CONNOR	01-033800-04	117.70
			OUT FROM UNDER REI	01-034200-04	139.15
			EARNSHAW, CYNTHA	01-054600-19	52.08
			RAY, MICHELLE	01-066000-11	295.09
			BERRY, KIRA	01-067100-30	3.30
			LOPEZ, ISMAEL	01-072300-07	46.54
			ZUMBRUNNEN, BRIAN	01-167700-45	26.60
			CITYSCAPE PROPERTIES	01-184800-13	200.52
			PLUMMER, NEAL	01-196600-03	236.98
			DENNIS & SHERRIE AIELL	DENNIS & SHERRIE AIELLO:SE	192.70
		VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL	<u>180.00</u>	
			TOTAL:	2,146.87	
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	UTLITIES SALES TAX - JUNE	632.08	
			UTLITIES SALES TAX - JUNE	2,570.64	
			UTLITIES SALES TAX - JUNE	3,084.76	
			UTLITIES SALES TAX - JUNE	4,773.38	
			UTLITIES SALES TAX - JUNE	606.76	
			COMP USE - JUNE 2021	802.79	
		KANSAS MUNICIPAL UTILITIES INC	2021 DUES - 3RD QUARTER	2,656.00	
		POSTALOCITY.COM	POSTAGE	2,600.00	
		PRIORITY POWER	ENERGY CONSULTING	<u>1,360.00</u>	
			TOTAL:	19,086.41	
ELECTRIC PRODUCTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	1 SP 35R	23.47	
		FIRST OPTION BANK	HI VIS COLOR SHIRTS	36.03	
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	2.63	
			KS UNEMPLOYMENT - 07/16/21	2.42	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KMEA	EMPI - JUNE 2021	15,657.90
			EMPI - JUNE 2021	27,539.99
			WAPA HYDRO JUNE 2021	8,380.22
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	34.39
			KANSAS GAS SERVICE	70.57
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	20.00
		UNITED TELEPHONE OF KS - 5	RTU'S	473.12
		QUILL CORPORATION	WASTECAN 10.25 GAL BALK PL	11.34
		USA BLUE BOOK	PROTECTIVE SUPPLIES	406.10
		WEX BANK	FUEL CARD	98.13
		WASTE MANAGEMENT	REFUSE SERVICES	69.68
			REFUSE SERVICES	35.49
		PALACE HARDWARE	PREBAIT	4.50
			3/8 X 6' THREAD ROD	6.41
			3/8 X 6' THREAD ROD	6.41
			KEY 1 SIDED KEY	0.99
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	262.82
			HUMANA - 07/02/21 - PAYRO	10.99
			HUMANA - 07/02/21 - PAYRO	1.79
			INSURANCE - 07/16/21 PAYRO	262.82
			INSURANCE - 07/16/21 PAYRO	10.99
			INSURANCE - 07/16/21 PAYRO	1.74
		KPERS	AFTER RETIREMENT - 07/02/2	40.58
			AFTER RETIREMENT	42.58
		EFTPS	EFTPS	397.80
			PAYROLL TAXES - 07/16/2021	172.03
			PAYROLL TAXES - 092121	191.08
		PETTY CASH	TRUCK TAGS	31.25
		EVERGY	ELECTRIC SERVICES	28.66
			ELECTRIC SERVICES	27.68
		KEY	POCKET TS - COVERALLS	<u>67.47</u>
			TOTAL:	54,430.07
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	CITY UTILITIES	99.10
			CITY UTILITIES	36.13
		O'REILLY AUTO PARTS	STARTER CORE RETURN	165.66-
		FIRST OPTION BANK	LIGHT BULB	10.35
			BAND SAW BATTERY & BLADE	479.84
			PHYSIO CONTROL LIFEBLACK B	237.50
		FAMILY CENTER FARM & HOME	BOOT-M TERRAIN WTRPRF	116.99
			RD EYE SWIVEL QUICK SNAP	11.56
			HYDRAULIC CEMENT QUICKPLUG	9.49
		WYCOFF'S LOCKSMITHING	PADLOCK KEYED	148.56
		PAOLA DO IT BEST HARDWARE	ANT BRS PASSAGE LOCKSET SA	14.49
			ANT BRS PASSAGE LOCKSET SA	20.27
		QUILL CORPORATION	QUILL MONITOR CLEANING WIP	6.98
		JOHN DEERE FINANCIAL	EQUIPMENT LEASE	6,322.07
		ALTEC INDUSTRIES INC	MACHINE REPAIRS - LABOR	198.75
		KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		INDUSTRIAL SALES COMPANY INC	MARKING PAINT RED	64.73
		CITY ELECTRICAL SUPPLY COMPANY	URD 350 4/0 WESLEYAN	2,045.50
		GERKEN RENT-ALL INC	RADNORG250-150-540	122.00
		WEX BANK	FUEL CARD	822.40
		ANIXTER INC	FR M5 STRAIGHT BASIC LEG 3	225.00
			SLV REG YELLOW, ELECTRIC P	1,078.04
			TWO POCKET CANVAS	54.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GLOVES	582.94
			1/0 AL 15KV 220 EPR FSF .0	1,250.00
			1/0 AL 15KV 220 EPR FSF .0	1,250.00
			1/0 AL 15KV 220M EPR FSF .	1,250.00
			1/0 AL 15KV 220M EPR FSF .	1,250.00
			1/0 AL 15KV 220M EPR FSF .	1,250.00
			STUD REDUCER	95.76
		PALACE HARDWARE	MISC BOLTS & SCREWS	2.76
			TOOL BIN	10.99
			TOOL	10.99
			S\02352 30' GR WEATHER STR	6.79
			FRN-R 60 FUSE	15.98
		MFA OIL COMPANY	RED DSL FUEL	15.11
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	9.32
			GUARDIAN - 071621	9.32
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	1,686.11
			HUMANA - 07/02/21 - PAYRO	88.85
			HUMANA - 07/02/21 - PAYRO	20.42
			INSURANCE - 07/16/21 PAYRO	1,686.11
			INSURANCE - 07/16/21 PAYRO	88.85
			INSURANCE - 07/16/21 PAYRO	20.41
		KPERS	KPERS - 07/02/21	1,000.08
			KPERS - 0716/2021	982.37
		VANTAGEPOINT TRANSFER	JULY 2 2021 PAYROLL	41.33
			ICMA - 07/16/2021	40.35
			ICMA - 092121	45.00
			ICMA - 07/02/2021	41.33
		EFTPS	EFTPS	795.58
			PAYROLL TAXES - 07/16/2021	780.24
			PAYROLL TAXES - 092121	<u>911.69</u>
			TOTAL:	27,216.35
SEWER ADMINISTRATION	SEWER	KANSAS ONE CALL SYSTEM INC	LOCATES	18.80
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	218.65
			HUMANA - 07/02/21 - PAYRO	9.23
			HUMANA - 07/02/21 - PAYRO	1.98
			INSURANCE - 07/16/21 PAYRO	218.65
			INSURANCE - 07/16/21 PAYRO	9.23
			INSURANCE - 07/16/21 PAYRO	1.98
		EFTPS	EFTPS	148.61
			PAYROLL TAXES - 07/16/2021	129.75
			PAYROLL TAXES - 092121	138.78
		POSTALOCITY.COM	POSTAGE	<u>500.00</u>
			TOTAL:	1,395.66
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	CITY UTILITIES	74.23
		FAMILY CENTER FARM & HOME	TAYLOR RAIN GAUGE	9.99
		VIKING INDUSTRIAL SUPPLY	BAGS, CLOROX, FEBREEZE, CL	70.57
		HAWKINS INC	AQUA HAWK 1124	1,082.84
		TG TECHNICAL SERVICES	SENSOR, LEL COMBUSTIBLE CA	275.00
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,586.58
			SLUGE HAUL OFF	1,744.30
			REFUSE SERVICES	70.98
			SLUDGE HAUL OFF	2,542.32
		PALACE HARDWARE	PVC PIPE CEMENT	3.95
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	2.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GUARDIAN - 071621	2.33
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	386.95
			HUMANA - 07/02/21 - PAYRO	15.80
			HUMANA - 07/02/21 - PAYRO	4.19
			INSURANCE - 07/16/21 PAYRO	386.95
			INSURANCE - 07/16/21 PAYRO	15.80
			INSURANCE - 07/16/21 PAYRO	4.19
		KASPER AUTO PARTS	SUPER HC IND V-BELT	30.92
		KPERS	KPERS - 07/02/21	179.17
			KPERS - 0716/2021	203.81
		EFTPS	EFTPS	138.98
			PAYROLL TAXES - 07/16/2021	160.23
			PAYROLL TAXES - 092121	191.88
		LLOYD HAROLD	REPLACE REED SWITCHES	<u>598.00</u>
			TOTAL:	9,782.29
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	CITY UTILITIES	4.63
			CITY UTILITIES	36.13
			CITY UTILITIES	1,188.53
		WEX BANK	FUEL CARD	123.35
		MFA OIL COMPANY	RED DSL FUEL	25.82
		KPERS	KPERS ADJUSTMENT	12.03
		EFTPS	PAYROLL TAXES - 07/16/2021	20.82
			PAYROLL TAXES - 092121	70.54
		LLOYD HAROLD	SERVICE CALL PUMP 8TH ST	988.00
			SOUTH LIFT PUMP 4 REPAIRS	1,630.00
			8TH STREET LIFT STATION RE	<u>395.00</u>
			TOTAL:	4,494.85
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	TIRE DAY	1,289.47
			CURB SERVICE REFUSE	30,482.85
			TRASH STICKERS	202.50
			EXTRA TIRE PICKUP	250.00
			TOW TRUCK IN ALLEY	<u>381.43</u>
			TOTAL:	32,606.25
LIBRARY	LIBRARY	FIRST OPTION BANK	AMOUNG US GAME	5.45
			SUMMER READING BOOKS	17.75
			BOOKS FOR E BIKE	33.88
			BOOKS SUMMER READING	253.28
			GYMNAST MATS, CLOCKS, CRAF	91.97
			BOOKS FOR EBIKE	219.25
			SUMMER READING ACTIVIES	158.14
			BAR CODE SCANNER	28.59
			SUMMER READING WATER	3.75
			SUMMER READING TOYS	31.98
			SUMMER READING TOYS	41.96
			SUMMER READING ACTIVITIES	46.16
			SUMMER READING BOOKS	79.63
			SUMMER READING ACTIVIES	12.97
			SUMMER READING GIFT CARDS	25.00
			SUMMER READING PRIZE TICKE	60.00
			SUMMER READING TOYS	27.69
			SPONGES - SUMMER READING	6.00
			SUMMER READING PRIZES AND	175.97
			SUMMER READING SUPPLIES	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			STEAM GAMES SUMMER READING	32.87
			STEAM GAMES SUMMER READING	32.87
			STEAM GAMES SUMMER READING	5.47
			SUMMER READING PRIZES AND	264.91
			SUMMER READING STICKERS &	2.00
			SUMMER READING FOOD	17.00
			TABLE COVERS & PUNCH BOWL	5.00
			SUMMER READING ACTIVITY	90.00
			BOOKS	4.99
			SUMMER READING TOYS	59.21
		WAL-MART CAPITAL ONE	SUMMER READING MATERIALS	287.07
			SUMMER READING MATERIALS	102.30
			SUMMER READING MATERIALS	43.94
			SUMMER READING MATERIALS	75.85
			SUMMER READING MATERIALS	78.91
			SUMMER READING MATERIALS	4.71
			SUMMER READING MATERIALS	<u>61.13</u>
			TOTAL:	2,507.65
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	SECURITY 1ST TITLE LLC	PREPARING DEED CHURCH TO C	192.00
			ACCOMMODATION DEED & TITLE	171.00
		PETTY CASH	INDUSTRIAL DEEDS	<u>21.00</u>
			TOTAL:	384.00
PARKS & CEMETERIES	SPECIAL PARK & REC	PAT'S SIGNS	METAL SIGNS - TRAIL	80.50
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTALS	110.00
		PETTY CASH	TOTES TO CARRY SEEDLINGS	<u>23.49</u>
			TOTAL:	213.99
STREET AND ALLEYS	STREET IMPROVEMENT	KILLOUGH CONSTRUCTION INC	COLD MIX	743.60
			CONCRETE	510.40
			PLANT MIX 7/8/21	338.80
		R & J TRUCKING	TRUCKING	520.31
			TRUCKING AB-3	584.08
		MID-STATES MATERIALS LLC	AB-3	<u>709.26</u>
			TOTAL:	3,406.45
CABIN	TOURISM	BREWER'S AUTOMOTIVE REPAIR INC	LOTL - TOWING	500.00
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	30.46
		MISCELLANEOUS EAGLE SECURITY Solutio	EAGLE SECURITY SOLUTIONS I	552.00
		WASTE MANAGEMENT	REFUSE SERVICES	53.89
		WINGERT SIGN COMPANY LLC	BILLBOARD RENTALS	<u>550.00</u>
			TOTAL:	1,686.35
LIGHTS ON THE LAKE	TOURISM	FAMILY CENTER FARM & HOME	T POST, CABLE TIE 8'' STD	245.57
		MIAMI LUMBER INC.	SCREWS, BTR PINE, STD & BT	358.84
			WOOD LATHS, STAPLERS	55.78
		PAT'S SIGNS	YARD SIGNS, & BANNERS	1,019.50
			ONE SIDED YARD SIGNS VIP.V	37.50
			PARADE AWARD MAGNETS	333.00
			PARADE MAGNETS AWARDS	37.00
		GERKEN RENT-ALL INC	GENERATOR TOWABLE 70KW	347.50
			DUMPSTER 10 YARD ROLLOFF	300.00
			SAFETY CONE 48"	150.00
		ROMERO, AURORAH	LOTL CLEAN UP	400.00
		SUNBELT RENTALS	UTV RENTAL FOR LOTL	607.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PORTABLE TEMP AIR POLY VIN	557.87
			TOTAL:	4,450.08
COURSE OPERATIONS	GOLF COURSE	BREWER'S AUTOMOTIVE REPAIR INC	TOW GOLF COURSE TRUCK	161.00
		O'REILLY AUTO PARTS	HYD HOSE, MEGACRIMP	51.60
		FIRST OPTION BANK	GARGE DOOR REPAIRS	525.85
			BATTERIES	12.75
		HOLLIDAY SAND & GRAVEL CO.	BRICK SAND	518.96
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	6.99
			KS UNEMPLOYMENT - 07/16/21	7.16
		BEACHNER GRAIN INC	DEFOAMER 1 PT	57.00
		RURAL WATER DIST. #1	RURAL WATER SERVICES	18.00
			RURAL WATER SERVICES	96.15
		PAOLA DO IT BEST HARDWARE	MISC HARDWARE, WIRE ROPE C	168.07
			ROLL PINS 3/15X2	0.95
		TURFWERKS	SOLENOID	94.16
		VAN WALL EQUIPMENT	AIR RESTRIC	74.25
			BUSHING - FREIGHT	92.41
		JOHN DEERE FINANCIAL	TRACTOR REPAIR	4,129.67
		R & R PRODUCTS INC	CABLE CLUTCH	125.14
		GOLDEN WEST INDUSTRIAL SUPPLY	BALLWASH. PLUGS, CHEM REEL	240.00
			BALLWASH. PLUGS, CHEM REEL	79.99
			BALLWASH. PLUGS, CHEM REEL	189.99
			BALLWASH. PLUGS, CHEM REEL	389.90
			BALLWASH. PLUGS, CHEM REEL	99.43
		PRESTIGE FLAG	FLAGS SINGLE, DIRTGUARD	244.63
		HERITAGE TRACTOR INC	EXTENSION, KNOB, GROMMET	47.78
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTALS	85.00
		REINDERS INC	ULTRAMAX HOSE BLUE REMIUM	237.32
			21-0-8 RXN	382.05
			HERBICIDE 1# BTL	509.43
		ALL STAR PRO GOLF	2 3/4 WHITE TEES 10,000	203.21
		R & R EQUIPMENT	LP-V BELT B144 146.9	196.31
		GREATLIFE WARSAW LLC	MONTHLY CONSULTING JULY 20	416.00
		MFA OIL COMPANY	PREPAY 2021/22 CONTRACT	3,875.00
			RED DSL FUEL	41.19
			FUEL	1,993.61
		KASPER AUTO PARTS	O-RINGS	2.36
			BRAKLEEN 200Z	2.69
			SPARK PLUG, SUPER FAST FLU	74.41
			BATTERY & CORE DEPOSIT	85.78
			HYDRAULIC FLUID	51.99
		KPERS	KPERS	1,102.57
			KPERS - 07/02/21	185.75
			KPERS - 0716/2021	185.75
		EFTPS	EFTPS	410.82
			PAYROLL TAXES - 07/16/2021	417.65
			PAYROLL TAXES - 092121	436.96
		EVERGY	ELECTRIC SERVICES	19.07
			ELECTRIC SERVICES	56.48
			ELECTRIC SERVICES	109.29
			ELECTRIC SERVICES	575.18
			ELECTRIC SERVICES	853.52
		GREATLIFE LLC	EQUIPMENT LEASE AGREEMENT	3,605.91
			EQUIPMENT LEASE AGREEMENT	1,017.00
		BATTERY OUTFITTERS	PRO-SERIES GRP 70 SILVER	69.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RANGE SERVANT AMERICA, INC.	BALL WASHER	1,629.20
		PIONEER MANUFACTURING COMPANY	QUIK STRIPE BLUE, RIBBON,	<u>390.98</u>
			TOTAL:	26,654.17
CLUB HOUSE	GOLF COURSE	FIRST OPTION BANK	BOOKS	4.75
			HAMBURGER BUNS	7.50
			ICEBAGS	66.75
		KANSAS DEPT OF REVENUE	GOLF SALES TAX - JUNE 2021	265.61
			GOLF SALES TAX - JUNE 2021	318.73
			GOLF SALES TAX - JUNE 2021	1,381.16
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 070221	1.64
			KS UNEMPLOYMENT - 07/16/21	1.38
		MIDWEST DISTRIBUTORS	BEER	153.65
			BEER	180.85
			BEER	96.60
		WAL-MART CAPITAL ONE	GOLF - FOOD & WATER	18.13
			GOLF - FOOD & WATER	7.96
			GOLF - FOOD & WATER	11.94
			GOLF - FOOD & WATER	212.77
			FOOD, CUTLERY, PLATES GOLF	5.71
			FOOD, CUTLERY, PLATES GOLF	12.94
			FOOD, CUTLERY, PLATES GOLF	24.38
			BUNS, BBQ, MAYO, TOMATO VI	17.96
			SUMMER READING MATERIALS	76.97
		CRAWFORD SALES COMPANY	BEER	183.20
			BEER	517.75
			BEER	332.95
			BEER	214.10
		DISH NETWORK	DISH SERVICES	129.05
		M&M GOLF CARS LLC	RENTAL DELIVERY & PICK UP	100.00
		WILSON SPORTING GOODS	GRIP SOFT	88.56
		WASTE MANAGEMENT	REFUSE SERVICES	112.56
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA COKE, DT COKE, SP	194.43
			SPORST DRINKS	90.12
			COKE - CORE SPA	85.59
			CORE SPA, SPRITE & COKE	151.91
			SPORTS DRINKS,	102.06
		GUARDIAN	GUARDIAN - 07/02/21 - PAYR	4.66
			GUARDIAN - 071621	4.66
		HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	584.72
			HUMANA - 07/02/21 - PAYRO	28.45
			HUMANA - 07/02/21 - PAYRO	6.34
			INSURANCE - 07/16/21 PAYRO	584.72
			INSURANCE - 07/16/21 PAYRO	28.45
			INSURANCE - 07/16/21 PAYRO	6.34
		EFTPS	EFTPS	62.88
			PAYROLL TAXES - 07/16/2021	52.49
			PAYROLL TAXES - 092121	47.43
		SRIXON / CLEVELAND GOLF / XXIO	BALL MARATHON	382.08
			BALL/Q-STAR TOUR DIVIDE	49.98
			BALL Q-STAR TOUR DIVIDE	49.98
		SYSCO KANSAS CITY, INC.	CANDY, PORK, BEEF, CHICKEN	274.60
			CANDY, PORK, BEEF, CHICKEN	776.47
		J & J PRINTING	GOLF SCORECARDS	<u>868.02</u>
			TOTAL:	8,981.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
WATER DISTRIBUTION	CIP -WATER	BG CONSULTANTS INC	21-1233L WASTEWATER COLLEC	760.00	
			21-1234L - DRINKING WATER	5,850.00	
			20-1449L PREL EVAL DRINKIN	<u>1,000.00</u>	
			TOTAL:	7,610.00	
ELECTRIC PRODUCTION	CIP - ELECTRIC	EMERALD TRANSFORMER	Transformers	3,885.00	
			Transformers	1,335.00	
			Transformers	<u>645.00</u>	
			TOTAL:	5,865.00	
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	BG CONSULTANTS INC	14,040.00	
			20-1414L - WWTP IMPROVEMEN	<u>36,780.00</u>	
			TOTAL:	50,820.00	
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	JULY 2021 FLEX/CAFT PLAN	1,317.84	
			KANSAS DEPT OF REVENUE	STATE TAXES - 07/02/21 PAY	4,407.93
				PAYROLL TAXES - 07/16/2021	3,958.06
		GUARDIAN		GUARDIAN - 07/02/21 - PAYR	467.39
			GUARDIAN - 07/02/21 - PAYR	225.74	
			GUARDIAN - 071621	465.45	
			GUARDIAN - 071621	289.10	
			ADJUSTMENT TO MATCH BILL	388.43	
			HUMANA INSURANCE CO.	HUMANA - 07/02/21 - PAYRO	5,833.60
		HUMANA - 07/02/21 - PAYRO		293.01	
		HUMANA - 07/02/21 - PAYRO		63.37	
		INSURANCE - 07/16/21 PAYRO		6,173.95	
		INSURANCE - 073021 - PAYRO		190.67	
		ADJUSTMENT TO MATCH BILL		12,758.09	
		KANSAS PAYMENT CENTER	GARNISHMENTS - 07/02/21 -	1,010.88	
			GARNISHMENTS - 07/16/21	1,134.11	
			GARNISHMENT - 07/30/21	1,134.11	
			KPERs	KPERs - 07/02/21	5,143.64
				PD CORRECTION - KPERs	384.54
				KPERs - 0716/2021	5,465.18
		VANTAGEPOINT TRANSFER	ICMA - 07/16/2021	701.41	
			ICMA - 092121	693.55	
			ICMA - 07/02/2021	622.54	
		EFTPS	EFTPS	18,062.43	
			PAYROLL TAXES - 07/16/2021	15,511.81	
			PAYROLL TAXES - 092121	18,292.82	
			ATCHISON HOSPITAL ASSOCIATES	GARNISHMENT - 07/02/21	279.37
				GARNISHMENT - 07/16/21	333.54
				GARNISHMENT - 07/30/21	<u>281.74</u>
		TOTAL:	80,368.12		
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	SURENCY LIFE & HEALTH	HRA/FSA JULY 2021	<u>238.50</u>	
			TOTAL:	238.50	
NON-DEPARTMENTAL	CAFETERIA 125	EFTPS	720 QTRY FED EXCISE TAX RE	<u>287.02</u>	
			TOTAL:	287.02	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	01	GENERAL OPERATING		194,700.60
	02	WATER		34,527.94
	03	ELECTRIC		102,879.70
	04	SEWER		15,672.80
	05	REFUSE		32,606.25
	06	LIBRARY		2,507.65
	09	INDUSTRIAL PROMOTION		384.00
	11	SPECIAL PARK & RECREATION		213.99
	12	STREET IMPROVEMENTS		3,406.45
	13	TOURISM		6,136.43
	18	GOLF COURSE		35,636.10
	22	CIP -WATER		7,610.00
	23	CIP - ELECTRIC		5,865.00
	24	CIP - SEWER		50,820.00
	31	EMPLOYEE BENEFITS		80,606.62
	32	CAFETERIA 125		287.02

		GRAND TOTAL:		573,860.55

TOTAL PAGES: 19

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 7/01/2021 THRU 7/31/2021
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 7/01/2021 THRU 7/31/2021

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.A
	Date:	September 23, 2021
Director of Community Development	From:	Ed Beaudry

RE: Resolution 920 – A Resolution authorizing the sale of city owned property for the purpose of building a single-family residence.

RECOMMENDATION: The City Council approve Resolution 920 – A Resolution authorizing the sale of city owned property for the purpose of building a single-family residence.

DETAILS: The City of Osawatomie wishes to promote growth and development, Devon and Melissa Minckley are seeking property in the City of Osawatomie to build a single-family residence. City staff have offered a lot in Hickory Valley, located to the west of 1713 Brown Avenue, in the City of Osawatomie located in Miami County, Kansas. The Minckleys own the properties at 1709 and 1713 Brown. The Minckleys are wishing to buy the property and combine all 3 lots into 1 lot and build a single-family residence. The property at 1713 Brown Avenue is currently appraised at \$19,650.00, as are the neighboring lots to the east of this address. The Minckleys have offered \$14,000.00 for the purchase of the city owned property.

Related Statute / City Ordinances	825
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 920

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AUTHORIZING THE CITY TO ENTER INTO A CONTRACT SALE OF A LOT IN HICKORY VALLEY, WEST OF 1713 BROWN AVENUE, SUBJECT TO CERTAIN CONTINGENCIES.

WHEREAS, the Governing Body wishes to promote growth and development on property known as Hickory Valley; and

WHEREAS, the Governing Body approved Resolution 825 authorizing the City Manager to sell residentially zoned vacant city property; and

WHEREAS, Devon and Melissa Minckley [hereinafter, "Buyers"] are seeking property in the City of Osawatomie to build a single-family residence; and

WHEREAS, The City has offered a lot in Hickory Valley, located to the west of 1713 Brown Avenue, in the City of Osawatomie located in Miami County, Kansas.

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

SECTION ONE: The Governing Body authorizes the City to enter into a contingent sales contract with Buyers for the sale of the following property:

A LOT IN HICKORY VALLEY, LOCATED TO THE WEST OF 1713 BROWN AVENUE, A SUBDIVISION OF THE SOUTHWEST QUARTER SECTION 10, TOWNSHIP 18 SOUTH, RANGE 22 EAST, IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS

SECTION TWO: The Governing Body authorizes the sale of the described property to the Buyers for a sum of Fourteen Thousand Dollars and zero cents (\$14,000.00), subject the following contingencies being in place on sale and conveyance of the property:

- (a) At closing Buyer will pay to the City Clerk of the City of Osawatomie the sum of \$14,000.
- (b) Buyer will pay any costs of closing.
- (c) A single-family residence shall be built to the 2006 International Residential Code within 6 months of conveyance of the property to Buyers;
- (d) The property is not eligible for any neighborhood revitalization programs; and
- (e) A concrete driveway approach shall be installed prior to the final inspection; and
- (f) All utilities shall be installed (electric, water, wastewater, and gas as applicable).
- (g) Prior to conveyance of the described property, Buyer shall demonstrate to the reasonable satisfaction of the City Manager that Buyer has adequate financial means in place or committed to ensure that the construction of the residence on the property

can be commenced and completed according to the time line established by this resolution.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 23rd day of September, 2021, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.B
	Date:	September 22, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 921 – A Resolution of the City of Osawatomie, Kansas increasing the 2021 allocation to the Osawatomie Chamber of Commerce \$5,000 as part of the OZCOMMONS process.

RECOMMENDATION: That the City Council approve Resolution 921 – A Resolution of the City of Osawatomie, Kansas increasing the 2021 allocation to the Osawatomie Chamber of Commerce \$5,000 as part of the OZCOMMONS process.

DETAILS: The Chamber of Commerce plays a critical role in the ongoing success of our community. Additionally, some work that needs to be undertaken by the city can be done by the Chamber and thus reduce the burden on the City’s Administrative staff and the need to hire additional personnel. As the City undertakes community-wide economic development and downtown redevelopment it is key that we find a way to leverage the human assets of the Chamber of Commerce to help us. This increase of \$5,000 will go directly to our efforts to revitalize and engage downtown businesses in the OZCOMMONS process. This increase in the 2021 base contribution brings the total contribution to the Chamber of Commerce up to the amount approved in the 2022 budget.

Related Statute / City Ordinances	Resolution 912
Line-Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 921

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS INCREASING THE 2021 ALLOCATION TO THE OSAWATOMIE CHAMBER OF COMMERCE BY \$5,000 TO ASSIST IN THE REVITALIZATION AND ENGAGEMENT OF DOWNTOWN BUSINESSES AS PART OF THE OZCOMMONS PROCESS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS AS FOLLOWS:

WHEREAS, the City of Osawatomie, Kansas has identified Economic Development has one of five important goals for the community; and

WHEREAS, the Osawatomie Chamber of Commerce is a key partner in the economic vitality of the community; and

WHEREAS, the City of Osawatomie is about to undertake the single largest redevelopment and economic development journey in the history of the community; and

WHEREAS, the City of Osawatomie needs the Chamber to assist in these efforts to secure our community's future.

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

SECTION ONE: The Governing Body of the City of Osawatomie, Kansas approves increasing the 2021 allocation to the Osawatomie Chamber of Commerce by \$5,000 bringing the total 2021 contribution up to \$30,000 for the 2021 Budget Year.

SECTION TWO: The Governing Body of the City of Osawatomie, Kansas agrees to this increase so that the Chamber may assist the City in the revitalization and engagement of downtown businesses as part of the OZCOMMONS process.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 23rd day of September, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.C
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 922 directs the City Manager to finalize an Agreement with Always and Furever that was originally approved on February 11, 2021. This Resolution is being brought for consideration because Always and Furever originally did not approve that Agreement and has since brought back changes **A final version of this Agreement will be provided to the City Council Wednesday for their review.** We believe at this time there are no outstanding issues that need to be negotiated and we are ready for the City Council to again take final action on this item.

RECOMMENDATION: That the City Council final Agreement with Always and Furever to operate as contractor for the City of Osawatomie Animal Shelter.

DETAILS: Resolution 826 adopted by the City Council in December, 2021 directed the City Manager to finalize an Agreement with Always and Furever to be considered at the February 11, 2021 City Council meeting. On February 11, 2021 the City Council considered and approved a final Agreement. In May, 2021 Jennifer Dulski, President/CEO of Always and Furever staff notified the City that they could not sign the Agreement because of the current condition of the Animal Shelter. Since that time Always and Furever believes they've identified the funding needed to make almost \$350,000 in improvements. The funding for these improvements include a USDA Grant that the City will sponsor that would pay for fifty-five percent (55%) of the improvement costs. City Staff is willing to assist in these efforts if it doesn't increase the ongoing funding requirements of the city.

Related Statute / City Ordinances	Resolution 826; Resolution 846
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 922

A RESOLUTION DIRECTING THE CITY MANAGER TO SIGN A FINAL AGREEMENT WITH ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY TO OPERATE AS CONTRACTOR OF THE OSAWATOMIE ANIMAL SHELTER

WHEREAS, the City of Osawatombie provides for the sheltering of animals at the Osawatombie Animal Shelter; and

WHEREAS, we also provide these services to other communities including the City of Paola and Miami County; and

WHEREAS, Always and Furever Midwest Animal Sanctuary has asked if the City of Osawatombie would consider them for operation of the Osawatombie Animal Shelter as a “no-kill” shelter; and

WHEREAS, the City of Osawatombie would commit to maintaining the facility over time. Maintenance including routine and regular maintenance; and

WHEREAS, Always and Furever has been a committed partner over the last two years in adopting out surrendered and lost animals.

WHEREAS, the City of Osawatombie has previously approved an Agreement that Always and Furever failed to execute and has since brought back changes for the City Council to consider.

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

SECTION ONE: Direct the City Manager to make the changes provided by Always and Furever Midwest Animal Sanctuary and proceed with execution of the Contractor Agreement.

PASSED AND APPROVED by the Governing Body of the City of Osawatombie, Kansas, this 23rd day of September 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

AGREEMENT BETWEEN CITY OF OSAWATOMIE, KANSAS AND ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY FOR PROFESSIONAL SERVICES

This Professional Services Agreement (“Agreement”) is entered into on this 20th day of September, 2021, **effective as of October 11, 2021** by and between the CITY OF OSAWATOMIE, a Kansas municipal corporation (“CITY” or “City of Osawatome”), and ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY, a Kansas non-for-profit corporation, located at 23595 W 223rd Street, Spring Hill, KS 66083 (“CONSULTANT” or “Always and Furever”).

RECITALS

The following recitals are a substantive portion of this Agreement and are hereby incorporated herein by this reference.

A. CITY intends to provide animal sheltering and veterinary care, as more fully described in Exhibit “A” (Scope of Services), attached to and made a part of this Agreement, for the City of Osawatome, and for the City of Paola and Miami County (the “Contract Communities”), at the Osawatome, ADDRESS Osawatome, KS 66061 (the “Osawatome Animal Shelter” or the “Premises”).

B. CITY and CONSULTANT desire for CONSULTANT to perform the Services in this Agreement.

C. CITY acknowledges that CONSULTANT is entering into this Agreement in furtherance of its no-kill mission, and that, to the extent permitted by law, CONSULTANT will operate the Osawatome Animal Shelter as a no-kill shelter.

D. CITY and CONSULTANT are entering into this Agreement with the intention of establishing a long-term partnership to offer exceptional shelter services for Osawatome and its partner communities.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the services described at Exhibit “A” (“Services”) in accordance with the terms and conditions contained in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution (the “Effective Date”) through December 31, 2026 unless terminated earlier pursuant to Section 12 of this Agreement. The term of this Agreement may be (as defined below) at the Osawatomie Animal Shelter pursuant to the terms and conditions set forth renewed or extended upon the mutual written agreement of the parties. One year prior to the expiration of the term (or other such timeline as may be mutually agreed upon by the parties), either party may request the parties to begin negotiating in good faith a renewal or extension of this Agreement.

SECTION 3. USE OF PREMISES. CONSULTANT’s use of the premises shall be subject to the additional terms set forth on Exhibit “B” (Use of Premises) attached hereto.

SECTION 4. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform or supervise, as applicable, the Services required by this Agreement and that its personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, and its employees have and shall maintain (and that it shall require its subcontractors, if any, to have and maintain) during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this Section 4 are exclusive and are in lieu of all other warranties of any kind, whether express or implied (including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and noninfringement, and all warranties that may arise from course of dealing, course of performance or usage of trade), all of which are hereby expressly disclaimed.

SECTION 5. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that are applicable to the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT (a subcontractor) to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 7. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations without the prior written consent of the City Manager. The City Manager shall have sixty (60) days from receipt of Consultant's notice of proposed assignment to accept or decline the proposed assignment in writing. If the City Manager declines the proposed assignment, he or she shall state the basis for the decision in the written notice to CONSULTANT. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment not expressly contemplated under this Agreement, or made without the approval of the City Manager shall be void.

SECTION 8. SUBCONTRACTING. Notwithstanding Section 7 above, CITY agrees that subcontractors may be used to complete the Services. CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning subcontractor compensation.

SECTION 9. INDEMNITY; LIMITATION OF LIABILITY.

9.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each a "CITY Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including reasonable attorneys' fees, experts fees, court costs and disbursements ("Claims") to the extent resulting from, or arising out of (i) any act or omission of CONSULTANT that is outside the scope of CONSULTANT's authority under this Agreement and/or (ii) the gross negligence or willful misconduct of CONSULTANT or its officers, employees, agents or subcontractors in the performance of this Agreement. To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless CONSULTANT, its directors, officers, employees and agents (each a "CONSULTANT Indemnified Party") from and against any and all third party Claims to the extent resulting from or arising out of (i) the gross negligence or willful misconduct of CITY or its officers, employees, agents or subcontractors in the performance of this Agreement , (ii) any condition in or about the Premises, except to the extent caused by the gross negligence or willful misconduct of CONSULTANT or a CONSULTANT Indemnified Party. or (iii) CITY's decision to transition to a consultant-provided service delivery model and City's decision, based on the information it had at the time, to contract with CONSULTANT to provide the Services.

9.2. In the event of concurrent gross negligence of more than one party, its Council members (or directors), officers, employees, agents or subcontractors, the liability for any and all Claims shall be apportioned under the *Kansas theory of comparative negligence* as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this Agreement.

9.3. The parties agree to cooperate with each other in the investigation and disposition of third-party Claims hereunder. It is the intention of the parties to reasonably cooperate in the disposition of all such Claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties hereunder. The parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning this Agreement. Notwithstanding the foregoing, in the event of a conflict in interest, each party may conduct its own investigation and engage its own counsel.

9.4. Each party agrees to mitigate any loss or damage which it may suffer in consequence of any breach by the other party of the terms of this Agreement. or any fact, matter, event or circumstance giving rise to a Claim.

9.5. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.

SECTION 10. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, shall not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law. No waiver of a condition or nonperformance of an obligation hereunder is effective unless it is in writing signed by the authorized representatives of the parties hereto and, as applicable, approved as required under the Osawatomie Municipal Code.

SECTION 11. INSURANCE.

11.1. CONSULTANT, at its sole cost and expense, shall obtain, as soon as practicable following the date of this Agreement, and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "C". CONSULTANT shall be responsible for ensuring that its subcontractors retained to perform Services under this Agreement, if any, shall obtain and maintain in full force and effect during the term of the subcontractor's engagement, the insurance coverage described in Exhibit "C," as well as a

policy endorsement naming CITY as an additional insured under any policies required in this Section 11.

11.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of Kansas.

11.3. CONSULTANT shall file with CITY certificates evidencing such insurance as soon as practicable following the date of execution of this Agreement but in no event any later than 7 days prior to the first day of the term of this Agreement. The certificates shall be subject to the approval of CITY's City Manager and CITY's Insurance Consultant and shall contain an endorsement stating that the insurance is primary coverage and shall not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the City Manager written notice of the cancellation or modification within five (5) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's City Manager during the entire term of this Agreement.

11.4. The procuring of such required policy or policies of insurance will not be construed to limit either party's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1. The City Manager may terminate this Agreement or suspend the performance of the Services, in whole or in part, in the event of a material breach of CONSULTANT's obligations to CITY under this Agreement, which breach is not cured by CONSULTANT within (60) days of receipt of written notice from CITY to CONSULTANT detailing the nature of such failure. The City Manager may terminate this Agreement without cause by giving one-year prior written notice thereof to CONSULTANT.

12.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services, in whole or in part, in the event of a material breach of CITY's obligations to CONSULTANT under this Agreement, which breach is not cured by CITY within sixty (60) days of receipt of written notice from CONSULTANT to CITY detailing the nature of such breach. CONSULTANT may terminate this Agreement without cause by giving one-year prior written notice thereof to CITY.

SECTION 13. NOTICES.

Any notice provided for in this Agreement shall be in writing and shall be either (i) personally delivered, (ii) received by certified mail, return receipt requested, or (iii) sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated below.

To CITY: City of Osawatomie, City Manager's Office 439 Main St., PO Box 37, Osawatomie, KS 66061

To CONSULTANT: Always and Furever Midwest Animal Sanctuary, President, 23595 W 223rd Street, Spring Hill, KS 66083

Notices will be deemed to have been given hereunder (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) or (iii) five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1. This Agreement shall be governed by the laws of the State of Kansas without regard to its conflict of laws provisions.

14.2. In the event that an action is brought, the parties agree that trial of such action shall be vested exclusively in the state courts of Kansas in the County of Miami, State of Kansas.

14.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

14.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

14.5. The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

14.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto shall remain in full force and effect.

14.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and shall be deemed to be a part of this Agreement.

14.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), this Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

14.9. If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information, CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform CITY as soon as practicable, but no later than 24 hours after learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without CITY's express written consent.

14.10. All unchecked boxes do not apply to this Agreement.

14.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

14.12. This Agreement may be signed in multiple counterparts, which, when executed and delivered by the parties hereto, shall together constitute a single binding agreement. This Agreement may be signed using the City's DocuSign platform.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF OSAWATOMIE

_____ City Manager

APPROVED AS TO FORM:

_____ City Attorney

ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY

By:

President

Attachments:

EXHIBIT "A": SCOPE OF SERVICES

EXHIBIT "B": USE OF CITY PREMISES

EXHIBIT "C": CONSULTANT INSURANCE COVERAGES

EXHIBIT "A" SCOPE OF SERVICES

ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY ("CONSULTANT") agrees to provide Animal Shelter Services as described in Section II below at the Osawatomie Animal Shelter, ADDRESS, for the City of Osawatomie ("CITY") and the Contract Communities. CITY agrees to perform the obligations as described in Section III below.

SECTION I. DEFINITIONS The following terms as used in this Exhibit "A" Scope of Services shall have the meaning provided below:

- "Diseased and crippled animal" means those animals which are known or believed to be infected with any dangerous or communicable disease, or which have an incurable, crippled condition or which are afflicted with any painful disease which is believed to be incurable.
- "Dangerous animal" means any dog or other animal which demonstrates a propensity to assault, bite, scratch or harass people or other animals without provocation. There shall be a rebuttable presumption that any animal that bites a person is a potentially dangerous animal. See Section II 1.c below.

SECTION II. ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY RESPONSIBILITIES:

1. Animal Shelter Services. CONSULTANT shall perform the following sheltering services and shall provide shelter supplies, animal attendants, supervisors and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services ("Shelter Services"):

- a) Shelter of abandoned, surrendered, impounded, lost or stray domestic animals brought to the shelter by CITY or its Contract Cities, its residents, or personnel.

- b) CONSULTANT may shelter and provide services to animals outside the scope of paragraph (a) above (“non-City animals”) including moving animals between the Osawatomie Animal Shelter and Always and Furever Midwest Animal Sanctuary’s Spring Hill facility on a space-available basis and at CONSULTANT’s sole expense for all costs, including labor, equipment, supplies, food, and medication. At no time shall animals within the scope of paragraph (a) above be denied services due to services provided to non-City animals.

- c) For the avoidance of doubt, to the maximum extent permissible by law, CONSULTANT shall have exclusive discretion over how long an animal is sheltered, including exclusive discretion to shelter an animal for a longer period than the statutory minimum number of days. This section shall not be interpreted to authorize funds in addition to those specified in this Agreement, and CONSULTANT shall be responsible for managing the length of animal sheltering within the funds and resources authorized by this Agreement. Aside from any judgement by a court of law, CONSULTANT shall have right to determine if an animal is deemed potentially dangerous or dangerous. All such liability will fall upon CONSULTANT for any determination and will be made by certified trainers.

- d) Quarantine of biting animals.

- e) Rabies testing of suspect animals.

- f) Provision for reclaim of abandoned, lost or stray domestic animals during established business hours.

- g) Shelter staff shall make every effort to identify lost animals (through ID tags and microchips) and to contact owners.

- h) Be CITY’s and Contract Communities’ main point of contact (by phone, in-person, and electronic means) regarding animal shelter services, including inquiries regarding missing pets.

- i) Provide medical evaluation and treatment, if necessary, to all incoming animals.

- j) Euthanasia and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and found to be diseased and crippled and/or dangerous as defined by Osawatomie Municipal Code, Paola Municipal Code, and Kansas State Law.

k) For purposes of clarity, owner-requested euthanasia is not a service required under this Agreement, and CITY acknowledges that CONSULTANT has elected not to provide or subcontract this service.

l) CONSULTANT shall maintain a public website, separate from the CITY's website, with information including without limitation: shelter hours, volunteer opportunities, adoption information, medical services offered and information about those services and contact information.

m) Consultant shall allow CITY Police Officers access to the shelter at all times for purposes of dropping off animals and provide reasonable accommodation for Police Officers to begin and end their shifts, and complete administrative work in the shelter.

n) Prior to any significant renovations as currently negotiated between CONSULTANT and the CITY and partially funded by a potential federal grant and CONSULTANT, the CITY shall maintain, repair and replace all equipment, cages, hoses, and other equipment at the facility. After completion of such noted renovations, CONSULTANT shall maintain, repair and replace all equipment, cages, hoses, and other equipment at the facility.

o) CONSULTANT shall comply with all federal, state, and local laws in effect applicable to the Services upon commencement of the provision of the Services, and shall be subject to inspection by the CITY and other duly authorized federal, state, and local authorities to insure such compliance. For the avoidance of doubt, this provision shall not be construed to expand the scope of the Services as expressly set forth in this Exhibit "A".

p) CONSULTANT shall use commercially reasonable efforts to offer comprehensive volunteer and educational programs which may include, without limitation: animal fostering programs, dog walker programs, and animal care trainings.

q) When appropriate, in CONSULTANT'S sole discretion, CONSULTANT may partner and/or coordinate with adoption programs, rescue groups, and other no-kill shelters to maximize the shelter's adoption rate and/or place animals in suitable foster care. CONSULTANT shall seek CITY's approval for partnerships in which CONSULTANT pays or receives money or other financial consideration, solely to the extent that such partnership relates to CONSULTANT's performance of the Services. CITY shall approve or deny in writing any such request within thirty (30) days after receipt of such request.

2. Operating Schedules

a) CONSULTANT shall provide Shelter Services for the animals twenty-four (24) hours a day, seven (7) days a week.

b) The CITY shall provide (\$500) towards any emergency care needed by a stray animal taken in, to be cared for at the Osowatomie Vet Clinic. CONSULTANT shall provide emergency veterinary services after that any clinic they determine to be in the animal's best interest and assume all costs above and beyond \$500 as well as have the right to humanely end the animals life if in their best interest.[JD1]

c) CONSULTANT shall have shelter staff on site for care of shelter animals seven (7) days per week, 365 days per year.

d) CONSULTANT may elect to have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Agreement. If elected, CONSULTANT shall post the public hours on its website, and inform CITY and Contract Cities in writing of any change in hours.

e) It is understood by both parties that Consultant will require 10 Business Days to be fully staffed and operational.

f) If Applicable: CONSULTANT shall observe the following holiday closures for public hours:

January 1 (New Year's Day)
Martin Luther King's birthday
Memorial Day
July 4th (Independence Day)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

3. Dead Animal Services

a) CONSULTANT shall provide storage facilities, disposal mechanisms, administrative personnel, and any other personnel, supplies and equipment reasonably required to perform the following services ("Dead Animal Services"):

- i. Identification of and notification to the owner of the dead animal, whenever possible; and
- ii. Disposal of the body of the dead animal. CONSULTANT shall offer animal owners the option to pay for cremation services, in which case, CONSULTANT shall arrange for cremation with the appropriate subcontractor^[JD2].
- iii. The CITY shall be responsible for the removal and/or burial of any animal taken in and stored as road kill as needed.

b) CONSULTANT may subcontract with one or more subcontractors for the maintenance of a dead animal storage facility as well as collection of dead animals and maintenance of the facility and equipment and will notify the city if such services are acquired.

4. Records Management

a) CONSULTANT shall maintain a database that tracks the animals that are delivered to the shelter, and do so on a daily basis and made electronically available to the City of Osawatomie and contract communities

b) Monthly Report

i. CONSULTANT shall deliver to CITY and Contract Communities during the term of this AGREEMENT, and within thirty (30) days of the end of each month, a monthly Animal Shelter and Impound Report summarizing monthly and year-to-date services provided by CONSULTANT for CITY. This report shall include, but not be limited to, the following information:

(1) Licensing statistics

(2) Medical statistics including spay and neuter, microchips, and vaccinations

(3) Volume of animals in and out of facility by type of animal and type of outcome.

(4) For each animal, which city in which it was picked up

(if known).

5. Licensing and other fee collection

a) CONSULTANT shall not be in charge fees for services according to the CITY's^[JD3] municipal fee schedule or according to state or local laws. No Fees for any services shall be charged by the CONSULTANT. This provision may be amended if agreed to by both parties, in writing, any time after sixty (60) days from the effective date to give the CONSULTANT time to implement, learn, and understand the fee schedule and arrange necessary banking requirements to accept and transfer any such fees.

a.

c) CONSULTANT shall not process citation fees^[JD4]. Such fees shall still be processed by police as applicable and remitted to the CITY. This provision may be amended if agreed to by both parties, in writing, any time after sixty (60) days from the effective date to give the CONSULTANT time to implement, learn, and understand the fee schedule and arrange necessary banking requirements to accept and transfer any such fees.

SECTION III. CITY RESPONSIBILITIES.

CITY shall:

1. Provide an adequate and safe facility for CONSULTANT to perform the Services.
2. With regard to the shelter facility, provide and/or pay for utilities, taxes, electricity, water, gas, waste water, recycling, waste (not animal disposal), and Internet.
3. Develop and maintain proactive and consistent communication and rapport with CONSULTANT
 - a) Respond in a timely manner to emails and phone calls
 - b) Communicate and resolve issues and concerns immediately
 - c) Provide excellent customer service to CONSULTANT staff and customers
4. Develop, in cooperation with CONSULTANT, a disaster preparedness plan.

5. Administer the agreements between the CITY and the Contract Communities regarding animal shelter services.

EXHIBIT B USE OF CITY PREMISES

SECTION 1. USE OF PREMISES.

1.1 Use of Premises. Consultant and its employees, agents and subcontractors shall have the right to enter and use the Premises during the term of this Agreement for the sole purposes of performing the Services and fulfilling Consultant's obligations under the Agreement, as detailed in this Section 3 ("Use of Premises") of this Exhibit B.

1.2 Subject To City Uses. Notwithstanding the provisions of Section 3.1 above, City's Animal Control Officers and their supervisors have the right to enter the Premises at any time. In addition, City has the right to enter Premises at any time for the purpose of inspection, emergency response and completion of special projects. Consultant shall, at City's request, immediately remove any property or improvements on the Premises to allow City access to the utilities or other City owned facilities/property. In the event City deems it necessary, for purposes of health, safety or building code requirements, in City's sole discretion, City shall have the right to move, alter or remove any such property or improvements and City shall be responsible for restoring or returning the same to its prior condition. For the avoidance of doubt, subject to the foregoing provisions of this Section 3.2, Consultant shall have exclusive control over the Premises during the term of this Agreement, and shall have the right to exclude third parties and trespassers onto the Premises.

1.3 Responsibility for Routine Interior Cleaning and Janitorial Activities. In connection with its use, Consultant shall maintain the Premises in a good, clean, safe, secure, sanitary, and slightly condition, so far as the Premises may be affected by Consultant's activities under this Agreement. Specifically, Consultant shall undertake routine cleaning and janitorial activities as necessary to maintain the interior of the Premises in an orderly condition. Consultant shall maintain all of its own equipment, furnishings and trade fixtures upon the Premises which are required for the maintenance and operation of the Osawatomie Animal Shelter.

1.4 Responsibility for Maintenance and Utilities. Outside of Consultant's responsibilities for routine interior cleaning and janitorial activities in Section 1.3 of this Exhibit, City shall be responsible for the maintenance of the interior and exterior of the Premises and the surrounding grounds, including (without limitation) the maintenance, repair, and replacement of the roof, building structure, improvements, and the HVAC, electrical, plumbing, and other building systems. City shall perform any alterations to the Premises (1) required by applicable laws or

laws of general application (i.e. ADA and building codes) and (2) to ensure that utilities (including, without limitation, water, gas, and electricity) are available to the Premises, in amounts sufficient for Consultant to perform the Services. City shall promptly perform its obligations under this Section 1.4 (“Responsibility for Maintenance and Utilities”). In the event of a maintenance issue that impacts the health and safety of the operations, the City shall respond within 24 hours of receipt of notice from Consultant to develop an action plan to address the issue in an expedited timeframe.

SECTION 2. DAMAGE TO UTILITIES. Consultant shall exercise reasonable care to not do anything in, on, under or about the Premises that could cause damage or interference to any City utilities (e.g. gas, water, wastewater, fiber, electric) located in, on, under or about the Premises. Consultant agrees to reimburse City within thirty (30) calendar days of City’s written request for any damages caused to City owned utilities caused by a failure of Consultant to exercise reasonable care of the Premises.

SECTION 3. REMOVAL OR ALTERATION OF IMPROVEMENTS. Without limiting City’s rights under this Exhibit B or this Agreement, Consultant shall promptly, at City’s written request, alter or remove any and all machinery and equipment placed in, on, under or about the Premises by Consultant, as may be necessary to avoid any actual or potential interference with any of City’s use or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Consultant fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work at Consultant’s expense; within ten (10) days of receipt of a bill, Consultant shall reimburse City for the cost of such work, or City may reduce any outstanding amount due to Consultant under the Agreement by the cost to City of such work. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect any and all improvements installed or placed in, on, under or about the Premises by Consultant.

SECTION 4. SURRENDER; DUTIES UPON TERMINATION OR EXPIRATION. Upon the expiration or earlier termination of this Agreement, Consultant shall immediately surrender the Premises in the same condition as received upon completion of the improvements detailed in this Agreement and any other improvements completed by City during the term of this agreement (excepting reasonable wear and tear), broom cleaned, walk-through with City staff completed, and free from hazards and clear of all debris. At such time, Consultant shall remove all of its property from the Premises hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Consultant’s obligations under this Section shall survive any termination of this Agreement. Consultant shall deliver to the City the originals of all books, permits, plans, records, licenses, contracts, and other documents pertaining to the Premises

and its operation, any insurance policies, bills of sale or other documents evidencing title or rights of the City, and any and all other records or documents pertaining to the Premise, whether or not enumerated herein, which are requested by the City or necessary or desirable for the ownership and operation of the Premise, which are in the Consultant's possession. Consultant shall also deliver to City all keys, alarm codes, passwords, and other items used to secure the Premise. Consultant further agrees to do all other things reasonably necessary to cause an orderly transition of the management and operation of the Premises without detriment to the rights of the City or to the continued management of the Premise. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until the obligations of the Consultant under this Section are fulfilled to the reasonable satisfaction of the City.

SECTION 5. REPAIR OF DAMAGE. If any portion of the Premises or any property of City located on or about the Premises is damaged or at risk of damage by any of the activities conducted by Consultant or anyone acting by or through Consultant, Consultant shall immediately notify City in writing of such damage or risk of damage. City may remedy, but shall not be obligated to remedy, such damage or risk of damage at Consultant's sole cost, or City may elect to witness Consultant's repair work. In the event City elects not to remedy such damage or threat, Consultant shall repair any and all such damage and restore the Premises or such property to its previous condition subject to City's inspection, review and approval.

SECTION 6. CITY'S RIGHT TO CURE DEFAULTS BY CONSULTANT. If Consultant fails to perform any of its obligations under this Exhibit D to restore the Premise, remove or alter improvements or repair damage, or if Consultant defaults in the performance of any of its other obligations under this Exhibit D within a reasonable time after demand by City, then City may, at its sole option, remedy such failure at Consultant's expense; within ten (10) days of receipt of a bill, Consultant shall promptly reimburse the City's costs (including without limitation all costs, damages, expenses or liabilities incurred by City, reasonable attorneys', experts' and Consultants' fees) in remedying or attempting to remedy such failure, or City may reduce any outstanding amount due to Consultant under the Agreement by the cost to City of such remedial action.

SECTION 7. GENERAL PROVISIONS. (a) If Consultant consists of more than one person, the obligations of each person shall be joint and several. (b) Consultant may not record this Exhibit D or any memorandum hereof. (c) Any sale or conveyance by City of the Premise/Property shall automatically terminate this Agreement as provided for in Section 19 ("Termination") of this Agreement.

SECTION 8. HOLDING OVER. If Consultant remains in possession of the Premises or any part thereof after the expiration of the term of this Agreement, or any renewal option thereto, such occupancy shall be a revocable license from month to month with all the obligations of this

Exhibit B applicable to Consultant. Nothing contained Exhibit B or in the Agreement shall give to Consultant the right to occupy the Premises after the expiration of the term of this Agreement, or any renewal option thereto, or upon any earlier termination.

SECTION 9. ALTERATIONS BY CONSULTANT. Consultant shall not make any alterations or improvements to the Premises without obtaining the prior written consent of the City Manager, except for alterations or improvements that cost less than Two Thousand Dollars (\$2,000.00) and which do not affect any building systems or the structural integrity or any structural components of the Premises.

9.1 Ownership of Improvements. All improvements constructed, erected, or installed upon the Premises by Consultant must be free and clear of all liens, claims, or liability for labor or material and shall become the property of City, at its election, upon expiration or earlier termination of the term, and shall remain upon the Premises upon expiration or earlier termination of this Agreement. Any furniture, fixtures not affixed to the Premises, equipment or other property of Consultant (whether obtained prior to or during the term of this Agreement) shall remain the property of Consultant. In the event that the parties agree to make significant improvements in addition to those in this Agreement, the parties will complete an amendment to this Agreement with regard to such improvements.

9.2 Indemnity for Claims Arising Out of Construction. For the avoidance of doubt, included in Consultant's obligations under Section 9 ("Indemnity") of the Agreement to which this is an exhibit, is Consultant's obligation to indemnify, defend and hold harmless City Indemnified Parties against all Claims arising out of construction and maintenance work performed on the Premises by Consultant or caused to be performed on the Premises by Consultant.

9.3 Certificate of Inspection. In the event Consultant will perform, or cause to be performed, any construction, improvement or alteration or any other work on or to the Premises for which City requires a certificate of completion, then upon completion of any such construction, improvement or alteration, Consultant shall submit to the City Manager a Certificate of Inspection.

9.4 As Built Plans. Consultant shall provide the City Manager with a complete set of reproducible "as built plans" reflecting actual construction within or upon the Premises upon completion of any: (i) new construction or (ii) structural alterations.

EXHIBIT C CONSULTANT INSURANCE COVERAGES

Section 1. Consultant Insurance Coverages and Liability Limits shall be as stated:

1.1 Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

1.2 Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

\$300,000 single limit (on contracts less than \$100,000)
\$1,000,000 single limit (on contracts \$100,000 and more)

1.3 Commercial General Liability. This insurance shall be written in comprehensive form including Products, completed operations and Personal and Advertising injury and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under this Contract entitled "Insurance and Hold Harmless." Unless otherwise specified, Contractor's insurance shall include the following:

\$1,000,000 combined single limit (on contracts in excess of \$100,000)
\$300,000 combined single limit (on contracts in excess of \$10,000 to \$100,000)
\$100,000 combined single limit (on contracts of \$10,000 and less)

1.4 Additional Insurance: Excess Liability coverage or additional insurance covering special hazards may be required on certain projects.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.D
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 923 directs the City Manager to adjust the boarding fees at the Osawatomie Animal Shelter and to notify our governmental partners of these changes.

RECOMMENDATION: That the City Council approve Resolution 923 that directs the City Manager to adjust the boarding fees at the Osawatomie Animal Shelter and to notify our governmental partners of these changes.

DETAILS: Resolution 923 is an adjustment in the boarding fees charged at the Osawatomie Animal Shelter. These fees have not been significantly changed in over a decade. This resolution also directs the City Manager to annually adjust the fees based on the Consumer Price Index (CPI) of the Kansas City Region.

Related Statute / City Ordinances	Resolution 826; Resolution 846
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 923

A RESOLUTION DIRECTING THE CITY MANAGER TO ADJUST THE BOARDING FEES BEING CHARGED AT THE OSAWATOMIE ANIMAL SHELTER AND TO NOTIFY OUR GOVERNMENTAL PARTNERS OF THESE PROPOSED CHANGES.

WHEREAS, the City of Osawatome provides for the sheltering of animals at the Osawatome Animal Shelter; and

WHEREAS, we also provide these services to other communities including the City of Paola and Miami County; and

WHEREAS, the boarding fees do not currently reflect the cost of care required for animals and haven't in some time; and

WHEREAS, the City of Osawatome has not significantly raised the boarding fees in over a decade; and

WHEREAS, it benefits all the governmental partners if we continue to operate a joint-facility that benefits the region.

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

SECTION ONE: Direct the City Manager to make the appropriate adjustment in fees to reflect the cost of care of animals being boarded at the Osawatome Animal Shelter.

SECTION TWO: Direct the City Manager to annually adjust the boarding rates to reflect the change in CPI for the Kansas City region.

PASSED AND APPROVED by the Governing Body of the City of Osawatome, Kansas, this 23rd day of September 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 924 directs the City Manager to apply for a USDA grant to cover 55% of the cost of the renovations and repairs to the Osawatomie Animal Shelter.

RECOMMENDATION: That the City Council approve Resolution 924 that directs the City Manager to apply for a USDA grant to cover 55% of the cost of the renovations and repairs to the Osawatomie Animal Shelter.

DETAILS: Resolution 924 begins the process of seeking grant dollars to pay for the renovations and repairs to the Osawatomie Animal Shelter. The goal of the grant is reduce/eliminate the need of the City to contribute General Fund dollars to this project.

Related Statute / City Ordinances	Resolution 921
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 924

A RESOLUTION DIRECTING THE CITY MANAGER TO APPLY FOR A USDA GRANT TO ASSIST IN THE RENOVATION AND REPAIR OF THE OSAWATOMIE ANIMAL SHELTER.

WHEREAS, the City of Osawatomie provides for the sheltering of animals at the Osawatomie Animal Shelter; and

WHEREAS, we also provide these services to other communities including the City of Paola and Miami County; and

WHEREAS, the city has agreed to a contracting agreement whereby Always and Furever will operate the shelter; and

WHEREAS, Always and Furever has identified needed renovation and repairs that need to be made to the animal shelter at a cost of approximately \$300,000; and

WHEREAS, Always and Furever has already raised over \$100,000 for the project; and

WHEREAS, the city has identified a possible USDA grant that would provide 55% percent of the funding for the project.

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

SECTION ONE: Direct the City Manager to apply for a USDA grant that will cover approximately 55% of the costs of the needed renovation and repairs at the Osawatomie Animal Shelter.

SECTION TWO: Direct the City Manager to provide a detailed budget in the coming months for the project and keep the City Council apprised of the grant process, so as to ensure that no General Fund monies are used to pay for the Animal Shelter improvements.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 23rd day of September 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 925 directs the City Manager to continue to solicit assistance from Miami County for the use of American Rescue Plan Act (ARPA) grant dollars to help fund emergency repairs needed for the water distribution system that supports the Osawatomie Middle School.

RECOMMENDATION: That the City Council approve Resolution 925 that directs the City Manager to continue to solicit assistance from Miami County for the use of American Rescue Plan Act (ARPA) grant dollars to help fund emergency repairs needed for the water distribution system that supports the Osawatomie Middle School.

DETAILS: Resolution 925 continues the process started by the City Manager in seeking funds from Miami County to help with the emergency repairs needed in the City’s water distribution system that supports the Osawatomie Middle School.

Related Statute / City Ordinances	Resolution 921
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 925

A RESOLUTION DIRECTING THE CITY MANAGER TO CONTINUE TO SOLICIT ASSISTANCE FROM MIAMI COUNTY FOR THE USE OF AMERICAN RESCUE PLAN ACT GRANT DOLLARS HELP FUND EMERGENCY REPAIRS TO THE WATER DISTRIBUTION SYSTEM THAT SUPPORTS THE OSAWATOMIE MIDDLE SCHOOL.

WHEREAS, the City of Osawatomie provides utilities to its residents and businesses; and

WHEREAS, in the spring of 2021 USD 367 identified a water pressure problem at the Osawatomie Middle School which made it impossible for a portion of their fire suppression system to fail inspection by the Kansas Fire Marshall; and

WHEREAS, it was identified by Kansas Rural Water Association that the cause of the problem was the volume and pressure provided by the Osawatomie water system to the school; and

WHEREAS, once the problem was verified by the City’s outside engineers BG Consultants an Engineer’s Opinion of Probable Cost (EOPC) was requested; and

WHEREAS, the EOPC identified repairs that are estimated to cost \$296,707; and

WHEREAS, the City of Osawatomie doesn’t have sufficient funds on hand to take on this project by itself.

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

SECTION ONE: Direct the City Manager to continue to work with Miami County in securing up to \$200,000 or 2/3rds the estimated cost of the system repairs from ARPA dollars allocated to Miami County.

SECTION TWO: Direct the Deputy City Manager to provide a detailed budget in the coming months for the project and keep the City Council apprised of the ARPA dollars being made available for the project.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 23rd day of September 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

City of Osawatomie, Kansas
Water Distribution System Improvements
 Engineer's Opinion of Probable Cost

Pacific Avenue from 6th Street to Brown & 4th

Proposed Project

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization		Lump Sum	\$ 12,000	\$ 12,000
2	Contractor Construction Staking		Lump Sum	\$ 3,200	\$ 3,200
3	Traffic Control		Lump Sum	\$ 4,700	\$ 4,700
4	Temporary Erosion Control		Lump Sum	\$ 3,200	\$ 3,200
5	Seeding, Fertilizing and Mulching		Lump Sum	\$ 4,700	\$ 4,700
6	8" Waterline (In Place)	840	Lin Ft	\$ 60	\$ 50,400
7	8" Waterline (Directional Bore)	730	Lin Ft	\$ 90	\$ 65,700
8	Service Line (In Place)	40	Lin Ft	\$ 15	\$ 600
9	Service Line (Directional Bore)	960	Lin Ft	\$ 20	\$ 19,200
10	5/8" Service Assembly w/o Meter	20	Each	\$ 1,000	\$ 20,000
11	Gate Valve w/Box	3	Each	\$ 1,300	\$ 3,900
12	Fire Hydrant Setting	2	Each	\$ 5,000	\$ 10,000
13	Connect to Existing Waterline	1	Each	\$ 3,500	\$ 3,500
14	Tapping Sleeve and Valve	2	Each	\$ 5,500	\$ 11,000
15	Hydra-Stop	1	Each	\$ 8,500	\$ 8,500
16	Remove and Replace Sidewalk	21	Sq Yds	\$ 90	\$ 1,890
17	Remove and Replace Gravel	44	Sq Yds	\$ 20	\$ 880
Subtotal Construction Cost					\$ 223,370
Contingency					\$ 22,337
Total Construction Cost					\$ 245,707
Topographic Survey & Design Engineering					\$ 25,000
Construction Observation					\$ 22,000
Construction Engineering					\$ 4,000
Total Opinion of Cost					\$ 296,707



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.G
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 926 directs the City Manager to sign a Predevelopment agreement with Doug Petroskey for the potential purchase and development of Northland Property Phase 1B.

RECOMMENDATION: That the City Council approve Resolution 926 directs the City Manager to sign a Predevelopment agreement with Doug Petroskey for the potential purchase and development of Northland Property Phase 1B.

DETAILS: Resolution 926 permits Doug Petroskey 180 days to look at the purchase of property from the City and expansion of his business on the property he is currently using for Shoot House Paintball.

Related Statute / City Ordinances	Resolution 921
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 926

A RESOLUTION DIRECTING THE CITY MANAGER TO SIGN A PREDEVELOPMENT AGREEMENT WITH DOUG PETROSKY FOR THE POTENTIAL PURCHASE AND DEVELOPMENT OF NORTHLAND PROPERTY PHASE 1B.

WHEREAS, the City of Osawatomie has established five goals for the community including “Economic Development”; and

WHEREAS, the City of Osawatomie with the Osawatomie Chamber of Commerce actively seeks local entrepreneurs that want to invest in the Osawatomie community; and

WHEREAS, Doug Petroskey would like to explore the possibility of buying the land and expanding his business (Shoot House Paintball) on Northland Parcel Phase 1B property; and

WHEREAS, the City actively encourages development that supports pulling people into our community and building our “Pull Factor.”

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

SECTION ONE: That the City Manager upon the recommendations and a majority vote of the City Council sign the Predevelopment Agreement with Doug Petroskey for the development of the parcel shown in Exhibit A of the accompanying Pre-Development Agreement.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 23th day of September, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2021 (the "Effective Date"), between the City of Osawatomie Kansas, a municipal corporation of the State of Kansas (the "City") and _____, LLC, a limited liability company (the "Developer") the City and Developer are hereby collectively referred to as (the "Parties").

RECITALS

- A. The parties desire to enter into this Predevelopment Agreement in order to designate the Developer as the exclusive developer during the period hereof for the purpose of implementing a mixed-use, event and rental cottages project with the City of Osawatomie and set forth matters that need to be included in any Final Development Agreement. For purposes of this Agreement, the "Project Area" shall be the parcel identified by Miami County as **Parcel ID Northland Phase 1B**
 - B. The Developer has indicated that they intend to ask the city to consider the use of Tax Increment Financing ("TIF") and/or other incentives in connection with the project.
 - C. The City is a municipal corporation duly organized and existing under the laws of the State of Kansas and authorized by K.S.A. 12-1770 et seq., as amended (the "TIF Act") to provided tax increment financing for certain qualified projects upon compliance with the procedures set forth in the TIF Act and TIF policy of the City.
- NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **DEVELOPER OF RECORD.** The City acknowledges that the risks and costs of preliminary planning activities and other requirements associated with the preparation of a Redevelopment Project Plan under the TIF Act are greater than associated with ordinary development. As an inducement to Developer to assume those costs and undertake those activities set forth herein, the City designates Developer as the exclusive developer of record for the Project Area for one hundred and eight (180) days from the date of this Agreement. During said period of time, as long as this Agreement is in effect, the City agrees that it will not enter into a Final Redevelopment Agreement with any other person or entity, for the implementation of any redevelopment project with in the Project Area without the written consent of Developer.
2. **TIF APPLICATION.** Following the execution of this Agreement, Developer will complete and submit to the City a TIF Application in accordance with the TIF Act, and the TIF Policy of the City.
3. **BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.** The parties agree that before either City or Developer is obligated to proceed with any development within Project Area, a Final Development Agreement, satisfactory to City and Developer in their sole and absolute discretion, must be entered into. Although the specific terms of such Final Development Agreement must be negotiated between the City and Developer, the City and Developer presently believe that such terms must necessarily address, at a minimum, the following matters, to-wit:
 - A. **Determination of Project.** The City and Developer must agree on the number of cottages, size of the event space and all associated site designs for the development.
 - B. **Agreement on purchase of the Land.** The City and Developer must agree on the sale of City land or the lease of said land with a 99-year term.

- C. Agreement on Site Work, Infrastructure and Utilities. The City and Developer must agree on how site work, utilities, street, sidewalk, trails, parking and similar improvements are to be addressed by the development plan. Agreement must also be reached on the method of financing of these improvements, the distribution of costs for each element and the responsibility for meeting these costs.
 - D. Agreement on Plans and Specification. The City and Developer must agree on the plans and specifications of the exterior design of the development.
 - E. Agreement on Progress Schedule. The City and Developer must agree on a progress schedule by which the redevelopment project will be undertaken and completed.
 - F. Zoning Changes. The parties shall agree as to how any necessary zoning changes will be addressed. Nothing contained within this Agreement, nor any future agreement, shall be deemed to bind the City, acting in its governmental capacity, to approve any such zoning changes.
 - G. Other Matters. The Final Development Agreement shall also address any other matters that City and Developer deem appropriate.
- 4. OBLIGATIONS OF THE PARTIES TO PROCEED.** The obligation of the parties to proceed beyond this Predevelopment Agreement is dependent upon the City and Developer entering into a Final Development Agreement prior to the termination of this Agreement. Nothing contained herein shall (i) obligate the City to create or approve any suggested development (ii) obligate the City to create a TIF District or approve a development plan for Project Area, or (iii) obligate City or Developer to enter into a Final Development Agreement.

5. **MISCELLANEOUS.**

- A. **Costs.** Each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matters contemplated by this Agreement. Provided, however, that if economic incentives are extended to Developer for its project, at least 50% of City Expenses that are eligible for reimbursement through such incentives will be provided by the Developer.
- B. **Assignability.** No party shall assign this Agreement without the written consent of the other parties.
- C. **Amendments.** This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- D. **Applicable Law.** This Agreement shall be deemed to be entered into in the state of Kansas, and shall be enforceable under the laws of that state.
- E. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and the permitted successors and assigns of the parties.
- F. **Non-liability of City Officials and Employees.** No member of the governing body, official or employee of the City shall be personally liable to Developer, or any successor in interest to Developer, pursuant to the provision of this Agreement, nor for any default or breach of the Agreement by the City.
- G. **Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship among parties.
- H. **Term.** The term of this Agreement shall be one hundred and eighty (180) days from the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF OSAWATOMIE, a Kansas municipal Corporation

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk

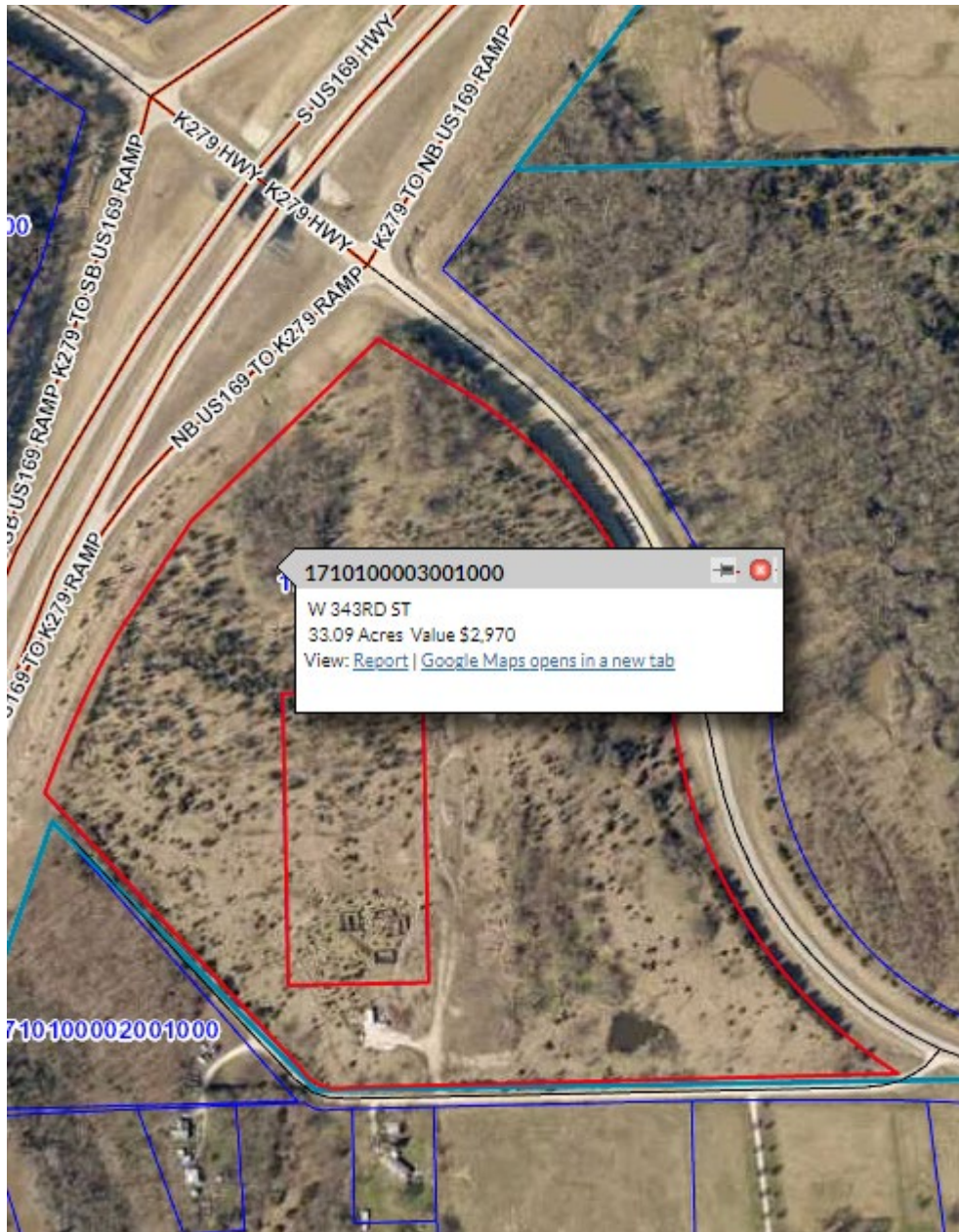
XXXXXXXX XXXXXXXX XXXXXXXXX, LLC, a limited liability company

By: _____

Printed Name: _____

Title: _____

ATTACHMENT A





City of Osawatอมie

ACTION ITEM SUMMARY	Item Number:	10.H
	Date:	September 23, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 928 – A Resolution directing the City Manager to select payment Option 2 (52-month repayment schedule with a 2.5% interest rate) for the Grand River Dam Authority (GRDA) Extraordinary Power Cost (EPC) adjustment and extend the repayment period for Osawatอมie electric customers from 36 months to 56 months.

RECOMMENDATION: Approve Resolution 928 – A Resolution directing the City Manager to select payment Option 2 (52-month repayment schedule with a 2.5% interest rate) for the Grand River Dam Authority (GRDA) Extraordinary Power Cost (EPC) adjustment and extend the repayment period for Osawatอมie electric customers from 36 months to 56 months.

DETAILS: Resolution 928 works in tandem with Resolution 864, Resolution 857, Resolution 852 and Ordinance 3794 to allow for the repayment of \$700,000 that the city borrowed under the State of Kansas’ City Utility Low-Interest Loan Program and the \$275,579 we now owe to GRDA. Resolution 928 extends the increase made in the City of Osawatอมie’s Electric Base Rate of .008 per KWH from 36 to 56 months.

RESOLUTION NO. 928

A RESOLUTION DIRECTING THE CITY MANAGER TO SELECT PAYMENT OPTION 2 (52 MONTH REPAYMENT SCHEDULE WITH A 2.5% INTEREST RATE) FOR THE GRAND RIVER DAM AUTHORITY (GRDA) EXTRAORDINARY POWER COST ADJUSTMENT AND EXTEND THE REPAYMENT PERIOD FOR OSAWATOMIE ELECTRIC CUSTOMERS FROM 36 MONTHS TO 56 MONTHS.

WHEREAS, the City of Osawatomie is contractually obligated to purchase and pay for power coming from the Grand River Dam Authority (GRDA) through the Kansas Municipal Energy Agency (KMEA); and

WHEREAS, the GRDA Board of Directors approved an updated Power Cost Adjustment (PCA) rate schedule at their August 12, 2021 meeting which included the recovery of the Extraordinary Power Costs (EPC) caused by the February Winter Storm Event.; and

WHEREAS, the total EPC calculated by GRDA was \$102,338,191 of which KMEA's share was \$7,306,201; and

WHEREAS, of that portion charged to KMEA the City of Osawatomie is obligated to pay \$260,936.

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

SECTION ONE: That the City Manager Select Option 2 (52-month repayment schedule with a 2.5% Interest Rate) for repayment of the GRDA EPC.

SECTION TWO: That the City Manager also seek access to the State of Kansas City Utility program to possibly lower the borrowing cost even more.

SECTION THREE: That the City extend the increase in rates approved in Resolution 864 by 20 months to account for the EPC that the City's Electric Utility is required to pay.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 23th day of September, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

GRDA Extraordinary Power Cost Background

Grand River Dam Authority (GRDA) has provided their plan to collect the extraordinary costs incurred during the February 2021 winter storm event. The GRDA Board of Directors approved an updated Power Cost Adjustment (PCA) rate schedule at their August 12, 2021 meeting which includes the recovery of the Extraordinary Power Costs (EPC) incurred during the February Winter Storm Event. In addition, the Board of Directors approved the total amount of the EPC to be \$102,338,191. KMEA's share of this amount is \$7,306,201.

GRDA has provided several options for KMEA to pay our share of the costs and have agreed that we can utilize more than one option if so desired. Therefore, each City can select from the following 3 options:

Option 1 - Lump Sum Payment

Under this option, the City would pay their share of the costs in a one lump sum payment. Under this option, the City **would not be responsible** for any additional carrying costs for financing by GRDA. The City cost would be included on KMEA's October invoice to the City (which is due in November).

Option 2 – 12 Month Payment

Under this option, the City would pay their share of the costs over a 12 month period (12 installments). Under this option, the City **would not be responsible** for any additional carrying costs for financing by GRDA. KMEA would bill 1/12 of the City's cost each month for 12 consecutive months starting with the KMEA October invoice to the City (which is due in November).

Option 3 – 52 Month Payment

Under this option, the City would pay their share of the costs over a 52 month period (52 installments). Under this option, the City **would be responsible** for the additional carrying costs for financing by GRDA. GRDA will be financing the costs for customers that select this option and will pass along the actual cost of this financing. KMEA would bill 1/52 of the City's cost each month for 52 consecutive months starting with the KMEA's December invoice (which is due in January).

Attached is a table showing each City's share of the costs under the 3 options. Please note that option 3 is an estimate since we won't know the carrying costs number until after GRDA has completed their financing for such amounts.

Attached is a form for each City to fill out selecting which option they want to utilize. Please fill out this form and return to Neal Daney by September 24, 2021.

Please contact Neal Daney, Sam Mills or Jennifer Moore if you have any questions or if we can help with the decision.

Thank you

GRDA Winter Storm Cost Recovery Method Agreement

By signing this form, the City agrees to the selected method below for paying their Extraordinary Power Costs (EPC) for the Grand River Dam Authority (GRDA) contract during the winter storm in February.

- Lump Sum Payment:** The City agrees to pay their share of the total amount of the EPC in one lump sum payment. This method **does not** accrue carrying costs for securitization financing.

- 12 Month Payment:** The City agrees to pay their share of the EPC in 12 monthly payments. This method **does not** accrue additional carrying costs

- 52 Month Payment:** The City agrees to pay their share of the EPC in 52 monthly payments. This method **does** accrue carrying costs for securitization or similar financing.

City of _____

Signature

Title

\$102,388,191	Total cost to GRDA as of 7/7 from Feb. event
7.14%	KMEA share of GRDA total Feb. Cost
\$7,306,201	Est. total impact for KMEA (Feb 2021 GRDA)
\$7,716,201	Over 52 months @ ~2.5% Interest Rate

	% of 63 MW Feb Allocation	Feb MWs	Upfront Payment with no Amort. Option #1	Amort. over 52 months with ~2.5% IR (Total \$) Option #2		Over 12 months with no carrying costs Option #3
EMP1						
Baldwin City	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Gardner	10.71%	4,536	\$782,807	\$826,736	\$15,899	\$65,234
Garnett	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Osawatomie	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Ottawa	14.29%	6,048	\$1,043,743	\$1,102,314	\$21,198	\$86,979
EMP1 Subtotals	35.71%	15,120	\$ 2,609,358	\$ 2,755,786	\$ 52,996	\$ 217,446
EMP3						
Girard	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Holtan	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Horton	1.19%	504	\$86,979	\$91,860	\$1,767	\$7,248
Neodesha	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Osage City	3.27%	1,386	\$239,133	\$252,552	\$4,857	\$19,928
Sterling	1.79%	756	\$130,468	\$137,789	\$2,650	\$10,872
Wamego	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
EMP3 Subtotals	20.53%	8,694	\$ 1,500,323	\$ 1,584,516	\$ 30,471	\$ 125,027
EMP2						
Ashland	0.60%	252	\$43,489	\$45,930	\$883	\$3,624
Beloit	4.76%	2,016	\$347,914	\$367,438	\$7,066	\$28,993
Hoisington	2.38%	1,008	\$173,957	\$183,719	\$3,533	\$14,496
Lincoln	1.19%	504	\$86,979	\$91,860	\$1,767	\$7,248
Osborne	1.19%	504	\$86,979	\$91,860	\$1,767	\$7,248
Russell	2.38%	1,008	\$173,957	\$183,719	\$3,533	\$14,496
Sharon Spgs	0.60%	252	\$43,489	\$45,930	\$883	\$3,624
Stockton	0.60%	252	\$43,489	\$45,930	\$883	\$3,624
Washington	0.60%	252	\$43,489	\$45,930	\$883	\$3,624
EMP2 Subtotals	14.29%	6,048	\$ 1,043,743	\$ 1,102,314	\$ 21,198	\$ 86,979
MWE						
Larned	2.38%	1,008	\$173,957	\$183,719	\$3,533	\$14,496
SEG						
Fredonia	1.79%	756	\$130,468	\$137,789	\$2,650	\$10,872
REMC						
Pratt	7.14%	3,024	\$521,872	\$551,157	\$10,599	\$43,489
Subtotals	11.31%	4,788	\$ 826,297	\$ 872,666	\$ 16,782	\$ 68,858
KPP						
Ellinwood	1.79%	756	\$130,468	\$137,789	\$2,650	\$10,872
Augusta	4.76%	2,016	\$347,914	\$367,438	\$7,066	\$28,993
Erie	0.89%	378	\$65,292	\$68,956	\$1,326	\$5,441
Wellington	3.57%	1,512	\$260,936	\$275,579	\$5,300	\$21,745
Winfield	7.14%	3,024	\$521,872	\$551,157	\$10,599	\$43,489
KPP Subtotals	18.16%	7,686	\$ 1,326,481	\$ 1,400,919	\$ 26,941	\$ 110,540
KMEA Totals	100%	42,336	\$7,306,201	\$7,716,201	\$ 148,388	\$ 608,850