

OSAWATOMIE CITY COUNCIL

AGENDA

December 10, 2020

6:30 p.m., Memorial Hall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. December 10th Agenda
 - B. Meeting Minutes – November 12th, 2020
 - C. Pay Application – BG Consultants - \$936.00 - WWTP
 - D. 2021 Cereal Malt Beverage Applications
 - E. Council Report – 2020/11
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations, Proclamations, and Appointments
8. Public Hearing – Related to Resolution 827 – This is a presentation and discussion of the proposed improvements for a Wastewater Treatment Plant Improvements project using funds provided by the State Revolving Loan Program through the Kansas Department of Health and Environment.
9. Unfinished Business
 - A. Bike/Pedestrian Walk Bridge – Osawatomie Trail
10. New Business
 - A. Resolution 825 – Sale of City Property – Ed Beaudry, Building Official
 - B. Resolution 826 – Directing the City Manager to Develop an Agreement with Always & Furever Midwest Animal Sanctuary to Operate as Contractor of Osawatomie Municipal Animal Shelter. – Mike Scanlon, City Manager
 - C. Resolution 827 - Resolution Authorizing Filing of Application with the Kansas Department of Health and Environment for a Loan Under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329). – Mike Scanlon
 - D. Ordinance No. 3791 – Permitting of Certain Fowl Within City Limits – Ed Beaudry
 - E. Ordinance No. 3792 – Adopting the 2021 Budget for the City of Osawatomie, Kansas – Mike Scanlon
 - F. Ordinance No. 3793 – Authorization to Spend According to the Approved 2021 Annual Budget – Mike Scanlon
 - G. Resolution 828 – Directing Staff to Apply for CDBG Funds to Assist in Removing Dilapidated and Dangerous Residential Properties – Mike Scanlon
 - H. Resolution 829 – Accepting Bids on a Set of Temporary Notes to Replace Notes Issued Last Year for the Replacement of Failed/Broken Sewer Lines Across Marais des Cygnes. – Tammy Seamands, City Clerk
 - I. Resolution 830 – Directing the City Manager to Begin Work on Identifying Repair/Replace/Rethinking Options of the City’s Water/Electric Plant – Mike Scanlon

OSAWATOMIE CITY COUNCIL

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December 10, 2020

6:30 p.m., Memorial Hall

- J. Resolution 831 – Accepting Bids on Walker Station Kiosk/Shelter/Bathroom Facilities and Updating the Construction Schedule and Budget for the Flint Hills Trail Walker Station Trailhead – Mike Scanlon
 - K. Resolution 832 – Directing Staff to Call for a Special City Council Meeting to Amend the 2020 Budget Related to the Receipt of CARE and SPARK Money Flowing into the City’s General Fund. – Mike Scanlon
 - L. Resolution 833 – Licensing Agreement with USD 367 for Land on the Flint Hills Trail. – Mike Scanlon
 - M. Resolution 834 – Annual Review of the City Council Policies – 101 through 107 – Mike Scanlon
 - N. Resolution 835 – Setting the Floating Holiday for 2021 Per City Personnel Policies – Mike Scanlon
 - O. Resolution 836 – Selecting Councilmembers for OZCOMP and Updating the PSP Calendar – Mike Scanlon
 - P. Resolution 837 – Directing the City Manager to Extend the Solar Origination Agreement with Pow Solar LLC for an Additional 60-Days Commencing on the Expiration of the Original Preliminary Development Agreement – Mike Scanlon
- 11. Council Report
 - A. Cash Balance 2020/10
 - B. Fund Report 2020/10
 - 12. Mayor’s Report
 - 13. City Manager & Staff Report
 - 14. Executive Session
 - A. Acquisition of Real Property
 - 15. Other Discussion/Motions
 - A. Considered Action after Executive Session
 - 16. Adjourn

NEXT REGULAR MEETING – January 14, 2020

Osawatomie, Kansas. **November 12, 2020.** The Council Meeting was held at City Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Caldwell, Dickinson, Diehm, LaDuex, Macek, Walmann and Wright. Council member Hampson was absent. City Staff present at the meeting were: City Manager Mike Scanlon, Assistant to the City Manager Sam Moon, City Clerk Tammy Seamands, Building Official Ed Beaudry Police Chief David Stuteville, Assistant Police Chief, William Bradshaw, and Public Safety Officer Scott Polster. Members of the public were: Kari Bradley, Virginia Adams, Doug Smith, Donna Koontz and Dale Koontz.

INVOCATION. Virginia Adams, Community of Christ

CONSENT AGENDA. Approval of November 12th Agenda; October 22nd Council Minutes, and 2020-10 Council Report **Motion** made by LaDuex, seconded by Dickinson to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC. - Virginia Adams reminded council that the boy scouts are doing a food drive and will be picking up the food bags on Saturday. Adams also volunteers at the food pantry. The community is blessed to have the food pantry. Tonight, they are giving away a turkey and fixings.

Doug Smith – lives at 22915 W 341st Street Terrace. This property was annexed 10 years ago. Prior to annexation they were allowed to keep animals on the property and to hunt on the property. Smith would like for the council to consider lifting the ban on small animals, especially chickens on small farms.

PRESENTATIONS & PROCLAMATIONS.

APPOINTMENT OF KARI BRADLEY TO THE OSAWATOMIE TRAIL TASKFORCE. – **Motion** made by Walmann, seconded by LaDuex to appoint Kari Bradley to replace Hitomi Lamirande on the Osawatomie Trail Taskforce. Yeas: All.

PUBLIC HEARINGS. - None.

UNFINISHED BUSINESS. - None

NEW BUSINESS.

KIOSK CONSTRUCTION BIDS – Construction will be required to install a utility payment kiosk. A kiosk will reduce the amount of contact with staff and would promote the safety of both the community and staff. The purchase of the kiosk has been approved using SPARK funding and a request has been submitted for the construction that will be needed to install the kiosk. **Motion** made by LaDuex, seconded by Wright to approve the bid from Legacy Construction, LLC in the amount of \$30,856.00 for the work to be done to install the Self Pay Kiosk. Yeas: All.

SELF PAY KIOSK – A utility payment kiosk will allow residents to make utility payments if and when City Hall is closed. **Motion** made by Dickinson, seconded by Macek to approve the use of \$29,163 in the Spark Funding for the purchase of the Kiosk. Yeas: All.

RESOLUTION 819 – RESOLUTION WAIVING THE GAAP REQUIREMENTS OF K.S.A. 75-1120A(A) FOR THE YEAR ENDED 2021– **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 819 – Resolution waiving the GAAP requirements of K.S.A. 75-1120a(a) for the year ended 2021. Yeas: All.

ORDINANCE 3790 – AN ORDINANCE EXTENDING THE CURRENT NEIGHBORHOOD REVITALIZATION PLAN FOR A PERIOD OF ONE YEAR FROM AND AFTER JANUARY 1, 2021. **Motion** made by Wright, seconded by Dickinson to approve Ordinance 3790 – An ordinance extending the current neighborhood revitalization plan for a period of one year from and after January 1, 2021. Yeas: All.

CITY COUNCIL POLICY 106 – RECOGNITION OF RETIREES. **Motion** made by Macek, seconded by Caldwell to approve City Council policy 106 – Recognition of retirees. Yeas: All.

CITY COUNCIL POLICY 107 – RELATING TO THE NAMING OF PUBLIC PLACES. **Motion** made by Dickinson, seconded by Wright to approve City Council policy 107 – Relating to the naming of public places. Yeas: All

PROCLAMATION – WALKER STATION – **Motion** made by LaDuex, seconded by Dickinson to approve the Proclamation – Naming the area located at the Flint Hills Trailhead as Walker Station. Yeas: All.

RESOLUTION 820 – A RESOLUTION AUTHORIZING THE EXTENSION OF THE NEW HOUSING CONSTRUCTION INCENTIVE PROGRAM FOR THE CITY OF OSAWATOMIE – **Motion** made by Diehm, seconded by Macek to approve Resolution 820 – A Resolution authorizing the extension of the new housing construction incentive program for the City of Osawatomie. Yeas: All. Wright abstained due to conflict of interest.

RESOLUTION 821 – DIRECTING STAFF TO SIGN AN AGREEMENT WITH GILMORE AND BELL PC FOR MUNICIPAL BOND COUNSEL SERVICES. **Motion** made by LaDuex, seconded by Wright to approve Resolution 821 – Directing staff to sign an agreement with Gilmore and Bell PC for Municipal Bond Counsel Services. Yeas: All.

RESOLUTION 822 – DIRECTING STAFF TO ENTER INTO AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR THE ADMINISTRATION OF THE PLANNING SUSTAINABLE PLACES GRANT FOR THE OZ COMMONS DOWNTOWN OSAWATOMIE REDEVELOPMENT PROJECT. **Motion** made by Wright, seconded by Macek to approve Resolution 822 – Directing staff to enter into an agreement with the Mid-America Regional Council for the administration of the Planning Sustainable Places Grant for the OZ Commons Downtown Osawatomie Redevelopment Project. Yeas: All.

RESOLUTION 823 – DIRECTING STAFF TO “PERFECT” AND THE MAYOR TO SIGN AN AGREEMENT WITH WASTE MANAGEMENT OF KANSAS, INC. (WMK) TO PROVIDE MUNICIPAL RECYCLING AND WASTE SERVICES TO THE CITY OF OSAWATOMIE THROUGH JANUARY 1, 2026. **Motion** made by Macek, seconded by Diehm to approve Resolution 823 – Directing staff to “perfect” and the Mayor to sign an agreement with Waste Management of Kansas, Inc. (WMK) to provide municipal recycling and waste services to the City of Osawatomie through January 1, 2026. Yeas: All.

RESOLUTION 824 – ESTABLISHING A SCOPE OF WORK FOR THE CITY MANAGER AND POLICE CHIEF IN INVESTIGATING VARIOUS PROCESSES AND STEPS WE CAN TAKE AS AN ORGANIZATION TO INCREASE THE RECRUITMENT AND RETENTION OF POLICE OFFICERS. **Motion** made by Macek, seconded by Caldwell to approve Resolution 824 – Establishing a scope of work for the City Manager and Police Chief in investigating various processes and steps we can take as an organization to increase the recruitment and retention of police officers. Yeas: All.

COUNCIL REPORTS.

Karen LaDuex ~ wants to thank the Pride Committee. The street signs that the Pride Committee painted looks great.

Cathy Caldwell ~ agrees that the street signs look great. Many people have brought up the need of places to purchase produce. Several Dollar General stores in the country sell produce and a manger of our Dollar General mentioned possibly contacting the corporate office to see if they could sell produce. Caldwell asked if someone from the City would call and talk with them.

MAYOR’S REPORT – Some memorial trees have been staked that need to be replaced.

The landlords have met and they are organizing themselves. We are investigating the use of a “Charter Ordinance” to protect the landlords’ interests should administrations change.

A special thanks to the Pride Committee for all their hard work, especially the painting and preparing the Street Sign Markers. People outside of the community has noticed the changes they are making.

Mr. Scanlon and I met with the Secretary of Commerce last week and the Secretary will be returning with several other cabinet officials to talk on Osawatomie subjects varied but all having to do with the Northland Properties. This would include the Solar Array, reuse and possible expansion of services at the State hospital, mountain bike trail on the west side of the hospital and several other possibilities.

Thank you again to Janet McRae who scheduled the Secretary’s visit and will be helping with his future visits. Janet is working hard for us and if you happen to see her in the community please thank her.

Thanks to Ed Beaudry and Dave Ellis who are running down several property owners who have multiple issues – they are doing a great job and their work is thankless.

CITY MANAGER & STAFF REPORTS. – Completing the Transportation Alternative grant application and submitted it. We are also working on Kansas Wildlife Parks and Tourism grant for the property on the west side of the hospital. Yesterday was a holiday and the Secretary of Commerce called Mr. Scanlon at home. He wanted to know more about the trails and the Northland property.

Give Virginia Adams credit for doing a street light inventory of the Northland area that was annexed. In the area south of the Marais Des Cygnes, street lights are paid for by the City but in the Northland area that Virginia lives in the street lights are paid for by the customers. Scanlon is working with Evergy to get the street lights billed to the City instead of the customers. We need to embrace that area and to make sure that what they are paying in taxes are reinvested in that community.

EXECUTIVE SESSION.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Diehm to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:30 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

December 3, 2020

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 **November** as follows:

Engineering Services:

Task	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	0.8%	\$936.00
2. Final Design Phase	\$77,000.00	0.0%	\$0.00
3. Bidding and Negotiating Phase	\$20,000.00	0.0%	\$0.00
4. Approvals and Permitting	\$15,000.00	0.0%	\$0.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00
		Subtotal Amount Due:	\$936.00
		Total Completed to date:	\$936.00
		Prior Billings to Date:	\$0.00

Resident Project Observation

	<u>Hours/Miles</u>	<u>Rate per Hour/Mile</u>	<u>Total</u>
CONSTRUCTION OBSERVER	0	\$92.00	\$0.00
		Subtotal Amount Due:	\$0.00
		Total Completed to date:	\$0.00
		Prior Billings to Date:	\$0.00
		Total Contract Amount	\$234,000.00

Additional Services

	<u>Hours/Miles</u>	<u>Rate per Hour/Mile</u>	<u>Total</u>
PROJECT ENGINEER I	0	\$138.00	\$0.00
		Subtotal Amount Due:	\$0.00
		Total Completed to date:	\$0.00
		Prior Billings to Date:	\$0.00
		Total Contract Amount	\$5,000.00

Total Amount Due: \$936.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	Consent Agenda 1.C
	Date:	December 7, 2020
	From:	Ashley Kobe

RE: Cereal Malt Beverage Permits for 2021

RECOMMENDATION: Approve the CMB licenses as presented.

DETAILS: Cereal Malt Beverage licenses are issued on a calendar basis and will expire December 31, 2020. The following establishments have filed for renewals in 2021.

- Casey's Retail Company – East Main Street
- Casey's Retail Company – 6th & Parker Ave
- Gasmart LLC (Quick Stop)
- Osawatomie Golf Course (Bogey's)
- Whistle Stop Café

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL OPERATING	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	831.69
			FLEX SPENDING CARDS	1,240.44
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	2,352.79
			KS WITHHOLDINGS	31.23
			KS WITHHOLDINGS	3,513.73
		MISCELLANEOUS OMA	OMA: CHILI COOKOFF DONATIO	180.00
		GUARDIAN	INSURANCE PAYABLE	159.25
			INSURANCE PAYABLE	162.53
			CRITICAL ILL INS PAYABLE	123.96
			CRITICAL ILL INS PAYABLE	124.42
			DISABILITY INSURANCE	118.02
			DISABILITY INSURANCE	118.42
			DENTAL INSURANCE	295.45
			DENTAL INSURANCE	301.08
			EMPLOYEE LIFE INSURANCE	194.49
			EMPLOYEE LIFE INSURANCE	236.17
			VISION INSURANCE	55.49
			VISION INSURANCE	56.55
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	824.14
			MEDICAL INSURANCE	847.69
			MEDICAL INSURANCE	1,788.20
			MEDICAL INSURANCE	1,849.76
			MEDICAL INSURANCE	1,413.04
			MEDICAL INSURANCE	1,413.04
		KANSAS PAYMENT CENTER	CHILD SUPPORT	304.93
			CHILD SUPPORT	311.39
			CHILD SUPPORT	399.35
			CHILD SUPPORT	399.35
		MISSISSIPPI DEPARTMENT OF HUMAN SERVIC	CHILD SUPPORT	66.76
			CHILD SUPPORT	66.76
		KPERS	KPERS 2	1,133.50
			KPERS 2	1,034.82
			KPERS 2	1,234.44
			KPERS 2	26.00
			KPERS 2	1,312.62
			KPERS 2	61.20
			KPERS 2	23.67
			KPERS 2	1,517.38
			KPERS	2,767.66
			KPERS	2,682.47
			KPERS	2,764.81
			KPERS	2,628.81
			KPERS	3,229.22
			KPERS LIFE INSURANCE	80.19
		VANTAGEPOINT TRANSFER	ICMA	330.00
			ICMA	348.69
		EFTPS	FEDERAL WITHHOLDINGS	5,047.27
			FEDERAL WITHHOLDINGS	79.64
			FEDERAL WITHHOLDINGS	8,073.46
			SOCIAL SECURITY WITHHOLDIN	3,990.10
			SOCIAL SECURITY WITHHOLDIN	72.11
			SOCIAL SECURITY WITHHOLDIN	24.46
			SOCIAL SECURITY WITHHOLDIN	5,936.12
			MEDICARE WITHHOLINGS	933.22
			MEDICARE WITHHOLINGS	16.86
			MEDICARE WITHHOLINGS	5.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE WITHHOLINGS	1,388.33
		OSAWATOMIE GOLF COURSE	GOLF MEMBERSHIP	54.76
			GOLF MEMBERSHIP	54.76_
			TOTAL:	66,632.41
ADMINISTRATION	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	3.11
			UTILITY BILLS	591.15
		NAVRAT'S OFFICE PRODUCTS INC	COPY PAPER	199.50
		FIRST OPTION BANK	VACUUM CLEANER	169.99
			LED CEILING LIGHT	47.48
			ZEP CLEANER	29.88
			SCISSORS & RIBBON	265.74
			BILL STRAPS	11.58
			STREET POLE BRACKET	700.24
			LUNCH - CITY HALL	6.50
			LUNCH - CITY HALL	140.15
			CHILI COOKOFF	215.00
			FIRST AID & BAINDAIDS	8.32
			BATTERY BACKUP FOR IT	187.50
			SD CARD READER IT	30.58
			WEB SITE BACKUP	8.95
			SERVER RAILS FOR IT	113.94
			RAPID WEB STORAGE	187.00
			GEEK STORAGE	45.00
		HANES FLORIST , HANAYA LLC	STECKLEIN SERVICE PLANT	32.00
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	749.96
		LEAGUE OF KS MUNICIPALITIES	KACM VIRTUAL FALL CONFER	99.00
		PAT'S SIGNS	POSTERS, STICKERS, MAGNETS	455.00
		QUILL CORPORATION	KLEENEX	26.09
			BINDER CLIPS, MED SML STAP	6.46
		MISCELLANEOUS BIERMAN'S CHRISTMAS TR	BIERMAN'S CHRISTMAS TREE F	525.00
		WICHITA STATE UNIVERSITY	TSEAMANDS IIMC YEAR 4	300.00
		NPG NEWSPAPERS INC	FIRE & LANDLORD ADV	530.00
			TREASURERS QTRLY	76.40
		TALLEY, DEBBIE	MEMORIAL HALL CLEAN- NOV 2	375.00
		VERIZON WIRELESS	INTERNET/PHONES	54.36
		WASTE MANAGEMENT	REFUSE SERVICES	17.80
		VANTAGEPOINT TRANSFER	ICMA	18.75
			ICMA	18.75
		RICOH USA, INC.	COPIES - CITY HALL	391.25
			COPIES - CITY MANAGER OFFI	151.71
		RICOH USA, INC.	COPIER LEASE	260.47
		RICOH USA, INC.	COPIER LEASE	128.31
		REDISHRED KANSAS INC.	SHREDDING SERVICES	30.00
		WETZLER, RICHARD S	CITY ATTORNEY OCT 2020	811.22
		EVERGY	UTILITY BILLS	18.14
		SONLINE LLC	SOLUTION DESIGN SVCS	2,000.00
			HIVE FABRIC VM LIC	1,800.00
		ADCOMP SYSTEMS, INC.	UTILITIES KIOSK	29,163.60_
			TOTAL:	41,000.88
CODES ENFORCEMENT	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	TIRES, MOUNT, BALANCE	156.05
			TOURING TIRES & INSTALL	472.15
		FIRST OPTION BANK	COMPUTER MONITOR FOR CODES	229.00
			PHONE CASE FOR IT	18.56
			KEYBOARD & MOUSE IT	19.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		RURAL WATER DIST. #1	RURAL WATER SERVICES	16.92
			RURAL WATER SERVICES	25.06
		INTERNATIONAL CODE COUNCIL	VIRTUAL WHEN DISASTER STRI	470.00
		WEX BANK	FUEL	206.48
		VERIZON WIRELESS	INTERNET/PHONES	163.02
		KASPER AUTO PARTS	SERPENTINE BELT	29.87
		VANTAGEPOINT TRANSFER	ICMA	32.50
			ICMA	30.26
		EVERGY	UTILITY BILLS	295.33_
			TOTAL:	2,165.18
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	REPAIR IGNITION, PLUG, INJ	555.14
			5W30 MOTOR OIL & FILTER CH	25.70
		CITY OF OSAWATOMIE	UTILITY BILLS	520.67
		O'REILLY AUTO PARTS	BATTERY & CORE CHARGE	221.26
			WAX BRUSH, CAR WASH KIT	27.97
		FIRST OPTION BANK	SPAM FILTERING	96.00
			PD CALL RECORDING	0.14
			BOSCH VGA PEND ARM	65.84
			TASER CEW INSTRUCTOR	495.00
			DUTY HOLSTER	268.86
			BADGE & CLUTCH	46.50
			NAME TAG TAPE	9.56
			BASTION PATCHES	11.98
			LED LIGHTBAR FOG LIGHTS	31.74
			COMPUTER BASE	200.63
			TOUGHBOOK COMPUTER	622.00
			DOCKING STATION COMPUTER	99.98
			TIRE PRESSURE & MONITOR	137.90
			BATTERIES	65.78
			DUPLICATE	72.89-
			DUPLICATE	95.49-
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	36.97
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	77.86
		PAT'S SIGNS	REPLACE CAR SIDE DECALS	502.00
		GALL'S INC	LAWPRO SNAKE CHAIN FOR WHI	229.93
		REJIS COMMISSION	VPN SECURITY ISSUE	45.00
			LEWEB SUBSCRIPTION & REJIS	36.85
			LEWEB SUBSCRIPTION & REJIS	125.00
		ARROWHEAD SCIENTIFIC INC ARROWHEAD FOR	LARGE GLOVES, FACE MASK	274.61
			APEX PRO NITRILE POWDER MA	294.61
		K & M TIRES	FIREHAWK FT PURSUIT	261.68
		WEX BANK	FUEL	1,184.22
		VERIZON WIRELESS	INTERNET/PHONES	80.08
		WASTE MANAGEMENT	REFUSE SERVICES	18.43
		PALACE HARDWARE	MISC PARTS	2.49
		VANTAGEPOINT TRANSFER	ICMA	31.25
			ICMA	31.25
		RICOH USA, INC.	COPIES	105.68
		RICOH USA, INC.	COPIER LEASE	214.43
		REDISHRED KANSAS INC.	SHREDDING SERVICES	30.00
		KANSAS TURNPIKE AUTHORITY	TURN PIKE FEES	20.50
		MESOEXTREME MEDIA PRODUCTIONS LLC	REPROGRAMMING PD RADIOS	340.00
		NATIONAL PEN CO. LLC	STYLUS PENS	105.78
			STYLUS PENS	81.85_
			TOTAL:	7,464.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	126.70		
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	147.54_		
			TOTAL:	274.24		
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	1.73		
			UTILITY BILLS	123.78		
			UTILITY BILLS	1.50		
			UTILITY BILLS	441.27		
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	154.85		
		WESTFALL GMC TRUCK INC	MODUEL KI	537.31		
		JOHN DEERE FINANCIAL	LAMP	81.81		
		PRAXAIR DISTRIBUTION INC	GLASSES - SMOKE MIRROR LEN	42.19		
		WEST BEND MUTUAL INSURANCE COM	MODUEL KI & REPLACE PART	537.31		
		WEX BANK	FUEL	417.10		
		WASTE MANAGEMENT	REFUSE SERVICES	69.67		
		KASPER AUTO PARTS	AIR FILTER	31.12		
			SOLDER PELLETS & BAT TERMI	91.80		
			22IN EXACTFITBLADE	67.92		
			SOLDER PELLETS	22.90		
			OIL, FUEL, AIR, FILTERS	46.99		
			BATTERY TERMINAL	66.32-		
			AIR FILTER	13.06		
			BELT - SERPENTINE	30.70		
			BELT - SERPENTINE	20.33		
			BELT - SERPENTINE	40.94		
		VLP	SERVICE KIT	561.00		
			CPLR MALE/FEM PIPE	227.55		
			FITTING	154.77		
			ADAPTER	48.80		
			FITTING	33.80-		
			TOTAL:	3,666.28		
		PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	1.73
					UTILITY BILLS	123.78
					UTILITY BILLS	46.51
				FIRST OPTION BANK	CAN LINERS	174.90
					CAN LINER	99.75
					LED 2 PACK	59.99
	COFFEE			14.40		
KANSAS CITY WILBERT SI FUNERAL SERVIC	GRAVE OPENINGS			1,770.00		
FAMILY CENTER FARM & HOME	LOPPER PRUNER COMPOUND			29.99		
MIAMI LUMBER INC.	MCQ TREATED 4X4 - 8 AJP			37.02		
RURAL WATER DIST. #1	RURAL WATER SERVICES			16.92		
VIKING INDUSTRIAL SUPPLY	HAND SOAP, HAND TOWEL, TP,			543.43		
	HAND TOWELS & PAPER TOWELS			430.02		
WAL-MART COMMUNITY BRC	PARTY SUPPLIES - RETIREMEN			30.54		
ZEP SALES & SERVICE	ZEPRIDE, ICEMELT, BUFF LIN			212.00		
	ZEP LINERS			445.99		
	DUAL FORCE PP			142.99		
CHAMPION BRANDS LLC	BARREL PUMP			78.22		
	OILS, CARB CLEANER, ANITIF			526.97		
QUILL CORPORATION	LYSOL SANITIZING WIPES			4.56		
STATE INDUSTRIAL PRODUCTS	MAGIC MATS			264.00		
BOWES AUTOMOTIVE PRODUCTS	OIL FILTERS, CLAMPS, STEMS			72.70		
	OIL FILTS, LEAK, PATCHES			75.45		
MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	260.00				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			ADA & PORTABLE TOILETS	260.00
		APPLIED MAINTENANCE SUPPLIES	CRMP, & SDR MASTER, TAPE	272.98
		ROMANS OUTDOOR POWER	OIL, NUT, FILTER, GASKLET,	137.23
			PLUG	3.12
		WEX BANK	FUEL	383.03
		WASTE MANAGEMENT	REFUSE SERVICES	69.68
		PALACE HARDWARE	C BAT DUR	9.98
		KASPER AUTO PARTS	BAT TERM, HEAT SHRINK, BAT	34.54
			AIR FILTER, OIL FILTER	194.16
			AIR FILTERS	5.22
			AIR FITLERS & ANTIFREEZE	88.88
			CABLE TIE, PLUG, FUEL HOSE	32.60
			RADIATOR	136.14
			AIR BRAKE HOSE & COUPLING	52.02
			RADIATOR RETURN	136.14-
			SPOUT	7.38
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL	47.00
		EVERGY	UTILITY BILLS	18.14_
			TOTAL:	7,077.82
FIRE	GENERAL OPERATING	KS STATE FIREFIGHTERS ASSOC	2020 DUES/FIREWIRE/MEMBERS	556.00
		CITY OF OSAWATOMIE	UTILITY BILLS	399.78
		FIRST OPTION BANK	CHAPLAIN TRAINING	104.28
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	197.22
		FELD FIRE	AIR ANALYSIS & TEST	450.00
		NPG NEWSPAPERS INC	FIRE & LANDLORD ADV	25.00
		CONRAD FIRE EQUIPMENT INC	E42 PUMP SHIFT AIR LEAK	2,458.51
		WEX BANK	FUEL	75.84
		WASTE MANAGEMENT	REFUSE SERVICES	278.71
		VANTAGEPOINT TRANSFER	ICMA	6.91_
			TOTAL:	4,552.25
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	SEPTEMBER 2020 COURT REV	1,270.50
			OCTOBER 2020 COURT REV	1,152.00
		MIAMI COUNTY SHERIFF'S DEPT	PRISONER CARE AUG 2020	2,015.01
			SEPTEMBER 2020 PRISONER CA	1,080.00
		NICHOLSON DASENBROCK & HARTLEY LC	ASSIGNED COUNSEL	1,500.00
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT NOVEMBER 2	2,060.00
		VALENTINE, ROBIN L	MUNICIPAL COURT OCT 2020	2,021.50
		WETZLER, RICHARD S	CITY PROSECUTOR OCT 2020	1,612.50_
			TOTAL:	12,711.51
LEEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	7.50_
			TOTAL:	7.50
LIBRARY	GENERAL OPERATING	C & G MERCHANTS SUPPLY	TOWELS, TOILET TISSUE KLEE	144.35
		CITY OF OSAWATOMIE	UTILITY BILLS	252.73
		FIRST OPTION BANK	ADULT CRAFT	17.98
			BOOKS	119.04
			ADULT CRAFT	78.35
			PAPER SHREDDER	60.99
			ADULT CRAFT	50.00
			BINDING MACHINE	62.99
			BOOKS	21.37
			BOOKS	43.35
			BOOKS	103.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DVD	24.46
			ADULT CRAFT	63.78
			DVD	5.99
			BOOKS	31.78
			ADULT ANTI STRESS KITS	26.47
			DVD	53.26
			BOOKS	17.92
			BOOKS	15.59
			BOOKS	24.67
			CHILDRENS CRAFT	1.00
			DVD	214.94
			BOOKS	26.99
			DVD	9.88
			BOOKS	10.58
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	95.44
		BAKER & TAYLOR	BOOKS	187.37
			BOOKS	332.01
		WAL-MART COMMUNITY BRC	HALLOWEEN CRAFT	24.70
			HALLOWEEN CRAFT	7.70
			HALLOWEEN CRAFT	18.46
		DEMCO INC	BOOK COVERS & JACKETS	122.21
		SCHOLASTIC INC.	STORM RUNNERS & GROOVY JOE	41.68
		WASTE MANAGEMENT	REFUSE SERVICES	61.68
		MIDWEST TAPE	DIGITAL MEDIA	100.45
		KANSAS LIBRARY ASSOCIATION	AMANDA MURPHY DUES	40.00
		ROMERO, AURORAH	CLEANING LIBRARY	60.00
			LIBRARY JANITOR SERVICES	60.00
			LIBRARY JANITORAL SERVICE	60.00
			TOTAL:	2,693.59
NON-DEPARTMENTAL	WATER	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	64.49
			FLEX SPENDING CARDS	93.15
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	231.67
			KS WITHHOLDINGS	2.44
			KS WITHHOLDINGS	298.55
		GUARDIAN	INSURANCE PAYABLE	31.25
			INSURANCE PAYABLE	32.20
			CRITICAL ILL INS PAYABLE	22.33
			CRITICAL ILL INS PAYABLE	22.56
			DISABILITY INSURANCE	30.43
			DISABILITY INSURANCE	30.66
			DENTAL INSURANCE	36.99
			DENTAL INSURANCE	38.02
			EMPLOYEE LIFE INSURANCE	36.60
			EMPLOYEE LIFE INSURANCE	37.27
			VISION INSURANCE	6.49
			VISION INSURANCE	6.70
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	236.37
			MEDICAL INSURANCE	247.07
			MEDICAL INSURANCE	192.01
			MEDICAL INSURANCE	193.29
			MEDICAL INSURANCE	140.16
			MEDICAL INSURANCE	146.07
		KANSAS PAYMENT CENTER	CHILD SUPPORT	29.98
			CHILD SUPPORT	27.77
		KPERS	KPERS 2	272.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			KPERS 2	201.85
			KPERS 2	243.03
			KPERS 2	239.15
			KPERS 2	7.21
			KPERS 2	272.94
			KPERS	236.98
			KPERS	167.59
			KPERS	205.11
			KPERS	179.09
			KPERS	227.80
		EFTPS	FEDERAL WITHHOLDINGS	507.20
			FEDERAL WITHHOLDINGS	3.26
			FEDERAL WITHHOLDINGS	650.97
			SOCIAL SECURITY WITHHOLDIN	418.05
			SOCIAL SECURITY WITHHOLDIN	16.31
			SOCIAL SECURITY WITHHOLDIN	492.84
			MEDICARE WITHHOLINGS	97.76
			MEDICARE WITHHOLINGS	3.82
			MEDICARE WITHHOLINGS	115.25_
			TOTAL:	6,793.22
WATER ADMINISTRATION	WATER	FIRST OPTION BANK	WATER SAMPLE POSTAGE	31.02
			DATA STATION SX/ SERVICE L	85.88
		KANSAS DEPT OF REVENUE	3RD QTR CLEAN WATER DRINKI	3,084.69
		WASTE MANAGEMENT	REFUSE SERVICES	69.68_
			TOTAL:	3,271.27
WATER TREATMENT	WATER	ALEXANDER PUMP & SERVICES INC	RIVER PUMP #1	12,966.00
			RIVER PUMP #3	1,510.00
			RIVER PUMP#3	8,470.00
		CITY OF OSAWATOMIE	UTILITY BILLS	10,141.04
			UTILITY BILLS	83.84
		FAMILY CENTER FARM & HOME	VALVE FLOAT PLASTIC	11.99
			BOOT - 14" BLACK PVC	12.99
		OIL PATCH PUMP & SUPPLY INC	ELBOW 90 PVC SCH 80	4.73
		PAOLA DO IT BEST HARDWARE	5/8 X 1/2 100FT VINYL TUBE	47.99
			PVC REP BLADE, CUTTER, PAI	164.03
		USA BLUE BOOK	ROYTRONIC TUBING CONNECTIO	251.13
			FLUORIDE PUMP	2,475.60
			AMMONIA CYANURATE POWDER	206.95
			AMMONIA CYANURATE POWDER	21.95
			AMMONIA CYANURATE POWDER	282.09
			JOHN CRANE PACKING, GME CA	98.96
			JOHN CRANE PACKING 7/16 X	144.95
		CITY ELECTRICAL SUPPLY COMPANY	16W 120V A21 LED 3000K	166.20
		APPLIED MAINTENANCE SUPPLIES	PK1 MINI HEAD LAMP LED 120	70.93
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	65.00
		HAWKINS INC	AQUA HAWK457	3,039.50
			AZONE 15	1,221.00
			FUEL SURCHARGE	12.50
			1 LB BLK FERRULES	1,249.50
			AQUA HAWK 457	3,039.50
			FUEL SURCHARGE	12.50
			AQUA HAWK & AZONE	2,000.84
		UNITED RENTALS (NORTH AMERICA)	RENTAL PUMPS	7,953.93
			RENTAL PUMPS	2,788.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		VERIZON WIRELESS	INTERNET/PHONES	41.50
		WASTE MANAGEMENT	REFUSE SERVICES	35.49
		PALACE HARDWARE	V/R92-GFTR1-KW	56.97
		KASPER AUTO PARTS	POWERATED BELTS	42.74
		KPERS	KPERS 2	165.29
			KPERS 2	142.58
			KPERS 2	198.85
			KPERS 2	204.98
			KPERS 2	220.12
			KPERS AFTER	73.62
			KPERS AFTER	41.33
			KPERS AFTER	31.00
			KPERS	108.67
			KPERS	88.10
			KPERS	108.67
			KPERS	97.69
			KPERS	90.18
		EFTPS	SOCIAL SECURITY WITHHOLDIN	202.29
			SOCIAL SECURITY WITHHOLDIN	199.36
			MEDICARE WITHHOLINGS	47.32
			MEDICARE WITHHOLINGS	46.64
		LLOYD HAROLD	SERVICE CALL INSTALL YAGI	705.00
		MIDWEST TRAINING & CONSULTING SERVICES	SPILL PERVENTION PLAN	2,500.00
		DAY STAR	SAFETY SERVICES CONFINED S	750.00
			TOTAL:	64,712.30
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTILITY BILLS	1.73
			UTILITY BILLS	40.19
		OLATHE WINWATER WORKS	IP SADDLE	75.00
		FIRST OPTION BANK	4 SLF STEEL WELDED UNIT	796.00
		FAMILY CENTER FARM & HOME	PEET DRYER	89.98
			WELD ON GRAB HOOK 3/8	31.45
		KANSAS DEPT OF HEALTH & ENVIRO	HOLLAND #19890	20.00
		MIAMI LUMBER INC.	HOLESAW-O	19.98
		BATTERIES PLUS	D ALKALINE BATTERIES BULK	11.28
		RED BUD SUPPLY INC	NINJA ICE PREM GLOVES - LA	143.58
		KANSAS ONE CALL SYSTEM INC	LOCATES	23.20
		KINCAID READY MIX	FLOWABLE FILL	875.00
			CONCRETE	650.00
		PRAXAIR DISTRIBUTION INC	GLASSES - SMOKE MIRROR LEN	42.19
		WEX BANK	FUEL	235.32
		CORE & MAIN LP	MUELLER BONNET GASKET ORIN	227.16
			261-023812 2X12 REP CLP	224.72
			SWXSW ANCH, GRIPRING, STAR	950.51
			HYMAX REP CLPS	497.00
			4X15 REP CLP	139.15
		KASPER AUTO PARTS	THERMOSTAT & HOUSING	15.80
			THERMOSTAT & GASKET	25.78
			SENSOR / COOLANT & COCK	22.18
			OIL FILTER & AIR FILTER	29.03
		KPERS	KPERS 2	271.14
			KPERS 2	180.73
			KPERS 2	190.40
			KPERS 2	178.06
			KPERS 2	11.53
			KPERS 2	217.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			KPERS	270.90
			KPERS	180.33
			KPERS	219.84
			KPERS	189.17
			KPERS	274.68
		EFTPS	SOCIAL SECURITY WITHHOLDIN	215.76
			SOCIAL SECURITY WITHHOLDIN	16.31
			SOCIAL SECURITY WITHHOLDIN	293.49
			MEDICARE WITHHOLDINGS	50.47
			MEDICARE WITHHOLDINGS	3.82
			MEDICARE WITHHOLDINGS	68.64
			TOTAL:	8,018.55
NON-DEPARTMENTAL	ELECTRIC	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	29.58
			FLEX SPENDING CARDS	29.58
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	494.08
			KS WITHHOLDINGS	540.20
		MISCELLANEOUS ADAMS, CHRISTOPHER	01-024700-06	189.50
		VREDENBURG, KAITLYN	01-057600-21	123.68
		BUTLER, JAMES	01-061300-16	54.59
		ZALDIVAR, CARLOS	01-080300-25	206.61
		ACHEY, CIERRA	01-141800-20	147.12
		DIEDIKER, LISA	01-181600-09	136.01
		ROUSH, WENDY	01-193000-41	332.58
		DRUMM, DAVID	01-204700-23	98.60
		HALL, DAKOTA	01-210500-07	186.91
		FOSTER, URSULA	01-245200-30	174.44
		GUARDIAN	INSURANCE PAYABLE	69.41
			INSURANCE PAYABLE	66.48
			CRITICAL ILL INS PAYABLE	9.77
			CRITICAL ILL INS PAYABLE	9.77
			DENTAL INSURANCE	72.29
			DENTAL INSURANCE	70.33
			EMPLOYEE LIFE INSURANCE	26.31
			EMPLOYEE LIFE INSURANCE	26.31
			VISION INSURANCE	13.57
			VISION INSURANCE	13.19
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	678.42
			MEDICAL INSURANCE	654.91
			MEDICAL INSURANCE	141.05
			MEDICAL INSURANCE	141.05
			MEDICAL INSURANCE	77.03
			MEDICAL INSURANCE	77.03
		KPERS	KPERS 2	280.26
			KPERS 2	254.33
			KPERS 2	295.74
			KPERS 2	301.96
			KPERS 2	297.52
			KPERS	486.90
			KPERS	416.62
			KPERS	439.47
			KPERS	26.32
			KPERS	445.61
			KPERS	490.43
			KPERS LIFE INSURANCE	10.87
		VANTAGEPOINT TRANSFER	ICMA	180.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			ICMA	161.31
		EFTPS	FEDERAL WITHHOLDINGS	920.52
			FEDERAL WITHHOLDINGS	1,101.52
			SOCIAL SECURITY WITHHOLDIN	708.25
			SOCIAL SECURITY WITHHOLDIN	751.43
			MEDICARE WITHHOLINGS	165.65
			MEDICARE WITHHOLINGS	175.77
			TOTAL:	12,800.88
ELECTRIC ADMINISTRATIO	ELECTRIC	FIRST OPTION BANK	DISPENSER CAP	18.33
		KANSAS DEPT OF REVENUE	UB SALES TAX - NOVEMBER 20	1,215.74
			UB SALES TAX - NOVEMBER 20	3,622.50
			UB SALES TAX - NOVEMBER 20	4,347.00
			UB SALES TAX - NOVEMBER 20	4,512.35
			PREPAID	181.40
			COMP TAX - NOVEMBER 2020	214.41
		MISCELLANEOUS RON MARING	RON MARING: REPAIRS	161.55
		PRIORITY POWER	ENERGY CONSULTING	1,510.00
			TOTAL:	15,420.48
ELECTRIC PRODUCTION	ELECTRIC	FIRST OPTION BANK	SWITCH FOR LIGHTS POWER PL	16.49
		FAMILY CENTER FARM & HOME	LOCKS	153.88
		KMEA	EMP1 - OCTOBER 2020	17,838.79
			EMP1 - OCTOBER 2020	20,408.47
			GRDA POWER SUPPLY NOV 2020	67,389.73
			SPA HYDRRO SEPT 2020	2,671.24
			WAPA HYDRO OCTOBER 2020	6,924.45
		KANSAS GAS SERVICE	KANSAS GAS SERVICE	35.74
			KANSAS GAS SERVICE	1,352.12
		AT&T	RTU'S	222.67
		CENTURYLINK	RTUS	236.56
		WEX BANK	FUEL	136.79
		VERIZON WIRELESS	INTERNET/PHONES	41.50
		WASTE MANAGEMENT	REFUSE SERVICES	69.68
			REFUSE SERVICES	35.49
		KPERS	KPERS 2	165.30
			KPERS 2	142.59
			KPERS 2	196.39
			KPERS 2	200.08
			KPERS 2	220.13
			KPERS	99.05
			KPERS	88.10
			KPERS	99.05
			KPERS	97.68
			KPERS	80.57
		EFTPS	SOCIAL SECURITY WITHHOLDIN	173.85
			SOCIAL SECURITY WITHHOLDIN	175.73
			MEDICARE WITHHOLINGS	40.65
			MEDICARE WITHHOLINGS	41.09
		EVERGY	UTILITY BILLS	26.37
			UTILITY BILLS	26.48
			TOTAL:	119,406.71
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	UTILITY BILLS	82.11
			UTILITY BILLS	40.19
		FIRST OPTION BANK	OUTLET BOX, BUSHING, COUPL	149.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			GREEN & RED LIGHTS	39.92
		GRAINGER W.W. INC	FUSE GLASS CC 3A FNQ-R SER	212.80
		FAMILY CENTER FARM & HOME	SMALL ENG PARTS & SAW SHAR	312.23
			STOOL DEWALT	99.99
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR UNEMPLOYMENT	81.38
		MIAMI LUMBER INC.	PANIC BAR KNOB	318.45
		WAL-MART COMMUNITY BRC	PHONE CASE	39.97
		QUALITY TREE SERVICE ALLEN BOYD	HELP REMOVE POLE NORTH OF	300.00
		ZEP SALES & SERVICE	ZEPRIDE, ICEMELT, BUFF LIN	301.99
		FARWEST LINE SPECIALTIES	LARGE GLOVE SLEEVE BAG PRO	220.22
		ALTEC INDUSTRIES INC	CONTROLLER POTENTIOMETER	309.03
			PF PULSAR CARTRIDGE KIT	581.39
			JACKJUMPER 15KV CUTOUTS	481.70
		KANSAS ONE CALL SYSTEM INC	LOCATES	23.20
		T & R ELECTRIC SUPPLY CO. INC	KVA SINGLE PHASE PAD MOUNT	895.00
		CITY ELECTRICAL SUPPLY COMPANY	BUSHING, MOUNT, CONDUIT	511.54
			THHN-12WHT/GRN/BLK	221.94
		JEO CONSULTING GROUP INC	PROJECT R200148.02 RELAYS	51.25
		WEX BANK	FUEL	349.64
		ANIXTER INC	WIRE	600.87
			15KV POLY ANSI C NECK	190.44
			CLAMP DE SIDE - U BOLT	192.28
			CLAMP PARA GROOVE & TAP	374.51
			CLAMP PARALLEL GROOVE 8	322.29
			CLAMP DE SIDE OPEN U-BOLT	301.80
			CROSSARM FIBERGLASS	466.50
			Wire	1,650.00
			1/0 triplex	1,176.00
			#2 triplex	1,116.00
			1/0 triplex URD	920.00
			Wire - TAX	449.74
		PALACE HARDWARE	3/4 INCH PVC	3.69
			UPS PACKAGE - ELECTRIC	42.67
		KASPER AUTO PARTS	BRAKE MASTER CYLINDER	38.55
			BAT TERM, HEAT SHRINK, BAT	135.49
			BELT TENSIONER, ALTERNATOR	242.71
			SERP BELT	35.48
		KPERS	KPERS 2	283.57
			KPERS 2	264.76
			KPERS 2	277.30
			KPERS 2	283.57
			KPERS 2	256.39
			KPERS	680.79
			KPERS	579.18
			KPERS	604.82
			KPERS	42.20
			KPERS	616.02
			KPERS	704.92
		VANTAGEPOINT TRANSFER	ICMA	45.00
			ICMA	40.33
		EFTPS	SOCIAL SECURITY WITHHOLDIN	534.39
			SOCIAL SECURITY WITHHOLDIN	575.71
			MEDICARE WITHHOLDINGS	124.99
			MEDICARE WITHHOLDINGS	134.64
			TOTAL:	19,931.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_	
NON-DEPARTMENTAL	SEWER	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	21.70	
			FLEX SPENDING CARDS	44.29	
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	132.17	
			KS WITHHOLDINGS	1.21	
			KS WITHHOLDINGS	202.49	
			GUARDIAN	INSURANCE PAYABLE	19.99
			INSURANCE PAYABLE	18.69	
			CRITICAL ILL INS PAYABLE	5.79	
			CRITICAL ILL INS PAYABLE	5.10	
			DISABILITY INSURANCE	5.50	
			DISABILITY INSURANCE	4.87	
			DENTAL INSURANCE	17.01	
			DENTAL INSURANCE	15.89	
			EMPLOYEE LIFE INSURANCE	7.15	
			EMPLOYEE LIFE INSURANCE	6.54	
			VISION INSURANCE	3.43	
			VISION INSURANCE	3.25	
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	92.09	
			MEDICAL INSURANCE	81.35	
			MEDICAL INSURANCE	24.62	
			MEDICAL INSURANCE	24.20	
			MEDICAL INSURANCE	164.16	
			MEDICAL INSURANCE	158.25	
		KANSAS PAYMENT CENTER	CHILD SUPPORT	14.01	
			CHILD SUPPORT	9.76	
		KPERs	KPERs 2	54.35	
			KPERs 2	53.09	
			KPERs 2	54.73	
			KPERs 2	53.09	
			KPERs 2	3.60	
			KPERs 2	58.14	
			KPERs	263.43	
			KPERs	166.52	
			KPERs	176.22	
			KPERs	166.53	
			KPERs	233.07	
			EFTPS	FEDERAL WITHHOLDINGS	299.37
				FEDERAL WITHHOLDINGS	1.63
		FEDERAL WITHHOLDINGS		511.14	
		SOCIAL SECURITY WITHHOLDIN		205.66	
		SOCIAL SECURITY WITHHOLDIN		8.16	
		SOCIAL SECURITY WITHHOLDIN		279.48	
		MEDICARE WITHHOLINGS		48.09	
		MEDICARE WITHHOLINGS		1.91	
			MEDICARE WITHHOLINGS	65.36	
			TOTAL:	3,787.08	
		SEWER ADMINISTRATION	SEWER	KANSAS ONE CALL SYSTEM INC	LOCATES
KPERs 2	87.04				
KPERs 2	85.03				
KPERs 2	87.68				
KPERs 2	85.03				
KPERs 2	5.78				
KPERs 2	93.12				
KPERs	421.92				
KPERs	266.70				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			KPERS	282.28
			KPERS	266.71
			KPERS	373.29
		EFTPS	SOCIAL SECURITY WITHHOLDIN	205.67
			SOCIAL SECURITY WITHHOLDIN	8.16
			SOCIAL SECURITY WITHHOLDIN	279.49
			MEDICARE WITHHOLINGS	48.08
			MEDICARE WITHHOLINGS	1.90
			MEDICARE WITHHOLINGS	65.36_
			TOTAL:	2,686.44
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	196.08
		KANSAS EMPLOYMENT SECURITY FUN	3RD QTR UNEMPLOYMENT	15.18
		MISSION COMMUNICATIONS LLC	ANNUAL SERVICE PACKAGE	1,605.60
		WALLIS LUBRICANT LLC	MOB TAC 375 SPRAY	302.70
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	160.00
			ANALYTICAL SERVICES	380.00
			ANALYTICAL SERVICES	410.00
		WEX BANK	FUEL	116.15
		WASTE MANAGEMENT	SLUGE HAUL OFF	2,257.07
			REFUSE SERVICES	70.98
			SLUDGE HAUL OFF	742.25
		MFA OIL COMPANY	DSL FUEL - SEWER GENERATOR	219.82_
			TOTAL:	6,475.83
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	1.73
			UTILITY BILLS	40.19
			UTILITY BILLS	212.24
		SMITH & LOVELESS	ELEMENT FILTER & PARTS	237.54
		USA BLUE BOOK	GLOVES	189.52
		LLOYD HAROLD	LIFT PUMP REPLACEMENT	11,349.00
			LIFT PUMP	6,945.00
			LABOR	1,195.00
			LIFT PUMP	6,945.00
			LABOR	800.00_
			TOTAL:	27,915.22
LIBRARY	LIBRARY	SUNFLOWER WOODCRAFT	L SHAPED COUNTER - BRACKET	810.00_
			TOTAL:	810.00
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	BG CONSULTANTS INC	20-1351L-KDOT-TA OCTOBER	975.00
		ALLENBRAND-DREWS & ASSOC., INC	YOUMANS 2ND ADDN	980.00_
			TOTAL:	1,955.00
PARKS & CEMETERIES	SPECIAL PARK & REC	SITEONE LANDSCAPE SUPPLY	BLOODGOOD MAPLE JAPANESE	437.74
		ZINGRE AND ASSOCIATES PA	TRAIL WAY STATION PROPOSAL	3,524.50_
			TOTAL:	3,962.24
STREET AND ALLEYS	STREET IMPROVEMENT	KILLOUGH CONSTRUCTION INC	PLANT MIX	932.00
			COLD MIX	613.20
		R & J TRUCKING	TRUCKING	648.90
		MID-STATES MATERIALS LLC	MAN SAND	787.96
		CUTTING EDGE TRUCKING INC	ROAD SALT	4,357.76_
			TOTAL:	7,339.82
CABIN	TOURISM	KANSAS GAS SERVICE	KANSAS GAS SERVICE	30.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		NPG NEWSPAPERS INC	BEST OF MICO - MUSEUM	195.78
		BRADLEY AIR CONDITIONING & HEATING	FURANCE REPAIR	100.00
		WINGERT SIGN COMPANY LLC	BILLBOARD SIGN RENTAL	500.00_
			TOTAL:	826.54
NON-DEPARTMENTAL	GOLF COURSE	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	30.00
			FLEX SPENDING CARDS	30.00
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	89.23
			KS WITHHOLDINGS	2.62
			KS WITHHOLDINGS	108.82
		GUARDIAN	DENTAL INSURANCE	22.45
			DENTAL INSURANCE	22.45
			EMPLOYEE LIFE INSURANCE	40.23
			EMPLOYEE LIFE INSURANCE	40.23
			VISION INSURANCE	2.37
			VISION INSURANCE	2.37
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	217.19
			MEDICAL INSURANCE	217.19
		KPERS	KPERS	124.09
			KPERS	124.09
			KPERS	124.09
			KPERS	112.09
			KPERS	137.59
		EFTPS	FEDERAL WITHHOLDINGS	123.89
			FEDERAL WITHHOLDINGS	150.45
			SOCIAL SECURITY WITHHOLDIN	216.05
			SOCIAL SECURITY WITHHOLDIN	12.40
			SOCIAL SECURITY WITHHOLDIN	228.61
			MEDICARE WITHHOLINGS	50.52
			MEDICARE WITHHOLINGS	2.90
			MEDICARE WITHHOLINGS	53.47_
			TOTAL:	2,285.39
COURSE OPERATIONS	GOLF COURSE	HALL'S BOBCAT SERVICE	2 X 2 X 6 CONCRETE BLOCK	800.00
		FAMILY CENTER FARM & HOME	CLOTHESLINE	5.89
		BEACHNER GRAIN INC	AMINE 4# DEFOAMER 1 PT	186.00
			2-4 D AMINE 4#	228.75
		RURAL WATER DIST. #1	RURAL WATER SERVICES	33.84
		VAN WALL EQUIPMENT	FUEL PUMP	122.21
			NOZZLE	507.18
		M&M GOLF CARS LLC	SPECIAL EVENT GOLF CAR	1,264.00
			SPECIAL EVENT CAR	395.00
		KINCAID READY MIX	CONCRETE - FLOWABLE FULL	177.50
			CONCRETE	352.50
		MADDEN RENTAL LLOYD MADDEN	ADA & PORTABLE TOILETS	85.00
			ADA & PORTABLE TOILETS	85.00
		PALACE HARDWARE	20-100 BU TAP	2.39
		GREATLIFE WARSAW LLC	NOV 2020 MONTHLY CONSULTIN	416.00
		MFA OIL COMPANY	PROPANE	377.09
		KASPER AUTO PARTS	SWITCH	9.33
		EVERGY	UTILITY BILLS	18.14
			UTILITY BILLS	46.60
			UTILITY BILLS	115.79
			UTILITY BILLS	246.23
			UTILITY BILLS	270.90_
			TOTAL:	5,745.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
CLUB HOUSE	GOLF COURSE	KANSAS DEPT OF REVENUE	GOLF SALES TAX - NOVEMBER	206.44		
			GOLF SALES TAX - NOVEMBER	247.73		
			GOLF SALES TAX - NOVEMBER	1,073.49		
		MIDWEST DISTRIBUTORS	BEER	65.85		
		WAL-MART COMMUNITY BRC	FOOD GOLF COURSE	25.33		
			FOOD GOLF COURSE	14.11		
			FOOD GOLF COURSE	15.59		
			WATER	7.96		
			WATER	7.96		
		CRAWFORD SALES COMPANY	BEER	322.70		
		DISH NETWORK	CABLE - DISH SERVICES	124.04		
		NPG NEWSPAPERS INC	BEST OF MICO-GOLF	140.00		
		WASTE MANAGEMENT	REFUSE SERVICES	112.56		
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA, COKE, DT COKE	209.50		
			CORE SPA, RTBR, SPRITE,	85.86		
		SRIXON / CLEVELAND GOLF / XXIO	SRX Z CABRETTA	51.30		
			SRX Z AII WEATHER WHTBLK LH	68.40		
		SYSCO KANSAS CITY, INC.	CANDY, CHIPS, FRIES, RINGS	262.03		
			CANDY, CHIPS, FRIES, RINGS	144.53		
			TOTAL:	3,185.38		
		FIRE	CIP - GENERAL	MIAMI LUMBER INC.	DRY WALL RETURN	533.01-
					REEVES WIEDEMAN COMPANY	PVC CPLG & BUSHING
				TOTAL:	528.11-	
		STREETS & ALLEYS	CIP - STREET PROJE	PRO SEAL INC	STREET SEALANT	69,949.44_
					TOTAL:	69,949.44
		NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN GUARDIAN	3RD QTR UNEMPLOYMENT	609.12
					DENTAL INSURANCE	827.96
					DENTAL INSURANCE	838.69
					ADJUSTMENT	57.79
					VISION INSURANCE	166.74
VISION INSURANCE	168.87					
HUMANA INSURANCE CO.	MEDICAL INSURANCE				3,817.67	
	MEDICAL INSURANCE				3,817.67	
	MEDICAL INSURANCE				4,860.70	
MEDICAL INSURANCE	1,280.98-					
MEDICAL INSURANCE	5,047.94					
MEDICAL INSURANCE	4,485.25					
MEDICAL INSURANCE	4,485.25					
KPERS	PENALTIES			25.75		
	PENALTIES			31.34		
	PENALTIES			58.68		
	KPERS AUDIT ADJUSTMENT			193.04		
	KPERS 2			1,815.53		
	KPERS 2			1,657.45		
	KPERS 2			1,977.13		
	KPERS 2			41.65		
	KPERS 2			2,102.37		
	PENALTIES			11.97		
	KPERS 2	98.02				
	KPERS 2	37.91				
	KPERS 2	87.01				
KPERS 2	2,430.34					
KPERS ADJUSTMENT	259.56					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			KPERS AFTER	456.00
			KPERS AFTER	456.00
			KPERS AFTER	523.50
			KPERS	4,631.62
			KPERS	4,495.20
			KPERS	4,627.05
			KPERS	4,390.01
			KPERS	5,392.60
		EFTPS	SOCIAL SECURITY WITHHOLDIN	4,206.15
			SOCIAL SECURITY WITHHOLDIN	84.51
			SOCIAL SECURITY WITHHOLDIN	24.46
			SOCIAL SECURITY WITHHOLDIN	6,164.70
			MEDICARE WITHHOLINGS	983.73
			MEDICARE WITHHOLINGS	19.77
			MEDICARE WITHHOLINGS	5.72
			MEDICARE WITHHOLINGS	1,441.81
		SURENCY LIFE & HEALTH	HRA/FSA NOVEMBER 2020	256.50

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	ELECTRIC	DAMAGE CONTROL & RESTORATION	US REFUNDS	92.80
		MAYBRIER, JOHN	US REFUNDS	81.00
		AREVALO, JOSE	US REFUNDS	207.38
		TLC REAL ESTATE	US REFUNDS	133.13
		BLACKSTONE, JESSICA	US REFUNDS	26.15
		GADWOOD, JAMES	US REFUNDS	87.75_
			TOTAL:	77,517.96

===== FUND TOTALS =====

01	GENERAL OPERATING	148,246.40
02	WATER	82,795.34
03	ELECTRIC	168,187.76
04	SEWER	40,864.57
06	LIBRARY	810.00
09	INDUSTRIAL PROMOTION	1,955.00
11	SPECIAL PARK & RECREATION	3,962.24
12	STREET IMPROVEMENTS	7,339.82
13	TOURISM	826.54
18	GOLF COURSE	11,216.11
21	CIP - GENERAL	528.11CR
25	CIP - STREET PROJECT	69,949.44
31	EMPLOYEE BENEFITS	76,889.75

 GRAND TOTAL: 612,514.86

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: 11/01/2020 THRU 11/30/2020
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T 2020-11
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

AFFIDAVIT OF PUBLICATION

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

Reference: 103172
Ad ID: 6665012

P.O. :

DESC. :Hearing Dec 10.Wastewtr Treat Plant Impr

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

Miami County Republic

(Published in the Miami
County Republic Wed. 11/04/20)

State of Kansas, Miami County, ss:

PUBLIC HEARING

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

The City of Osawatomie, Kansas will
hold a public hearing on Thursday,
December 10th, 2020 at 6:30p.m. at
Memorial Hall located at 411 11th St.,
to present and discuss the proposed
improvements for a Wastewater
Treatment Plant Improvements proj-
ect. The improvements will be funded
under the low interest State Revolving
Loan Fund Program through the
Kansas Department of Health and
Environment. The Loan application will
include funding for the following
improvements:

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

Wastewater Treatment Plant Improve-
ments consisting of Ultraviolet Disinfection
Improvements, Peak Flow Holding
Basin Improvements, and Aeration
Equipment & Process Blower Improve-
ments. The project will also include
electrical, SCADA upgrades, UV build-
ing, earthwork, flowmeter concrete
structure, sludge disposal, air header
piping, control system upgrade, chemi-
cal phosphorus system, existing equip-
ment demo, sludge blower, yard piping
improvements, and other miscella-
neous appurtenances related to con-
struction activities. All project improve-
ments will occur at the city's wastewater
treatment plant located approximately
0.6 miles east of Osawatomie, KS on
West 347th St in Miami County. The
estimated total project cost is
\$2,960,500.

Run Dates: 11/04/20 to 11/04/20
Appearances: 1
AD SPACE: 96
TOTAL COST: \$93.32

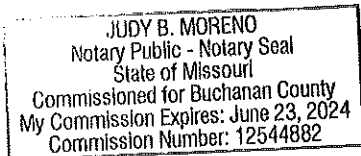
(Signed)

[Handwritten signature]

The anticipated amount of the loan
application request will be \$2,360,500
and the total project cost is estimated at
\$2,960,500. The anticipated increase in
sewer use charges will be discussed.
The proposed improvements will be
explained and comments by the public
will be considered. Oral and written
comments will be accepted. Any written
comments will become a part of the
City's record of public hearing.

Subscribed and sworn before me this
4 day of Nov. 2020

Judy B. Moreno Notary Public



My Commission Expires: 6/23/24

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. 827

Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

WHEREAS under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorize applicants to aid in the construction of specific public projects,

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

Section 1. Loan Application. The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Proceedings. The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

Section 3. Further Authority. This Resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body of the City of Osawatomie, Kansas on December 10, 2020.

(SEAL)

Mayor

ATTEST:

City Clerk

APPLICANT ASSURANCE OF PUBLIC PARTICIPATION
FOR KANSAS WATER POLLUTION CONTROL
REVOLVING LOAN FUND PROJECTS

I hereby certify that with reference to Wastewater Treatment Project Number:

C20 3015 01_____:

 X (a) A public meeting was conducted during the preparation of the facilities plan, non-point source pollution control management plan or groundwater quality protection plan to discuss project alternatives. Public notice was given not less than 15 days before the public meeting. A copy of the proof of publication for the notice of this meeting is attached.

 X (b) Prior to the adoption by the governing body and submission to the secretary for approval of the facilities plan, non-point source pollution control management plan or groundwater quality protection plan, a public hearing was conducted. Public notice was given not less than 30 days before the public hearing. Attached is a copy of the advertisement, record of minutes and list of persons attending.

Authorized Representative of Applicant

12/10/20_____
Date

Legal Name of Applicant

Number of Customers (connections) for the previous 3 years:

Year	Residential	Commercial	Other	Total

Attachments

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
----------	----------	------------------------------

- Preliminary Engineering Report/Facilities Plan
- Cost and Effectiveness Certification
- Financial Capability Summary
- Assurance of Public Participation Form
- Copy of Resolution Authorizing Application
- Copy of Outgoing Environmental Review Letters
- Copy of Environmental Review Responses
- EPA Form 6600-06(Certification Regarding Lobbying)
- Copy of Sewer Use Ordinance
- Copy of User Charge System
- Copy of Capital Improvement Financing Plan
- NPDES Permit Application (if applicable)

Signature

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in this application is true and accurate.

Signature: _____ Date: _____

Title: _____

Submit this application and all required attachments to:

KDHE/BOW
Attn: Kansas SRF Program
1000 SW Jackson St., Suite 420
Topeka, KS 66612-1367

Certification for
“Cost and Effectiveness”
KWPCRF Project No. C20 3015 01
December 10, 2020

The Water Resources Reform and Development Act (WRRDA) includes Section 602(B)(13) applicable to the state Clean Water SRF programs – the Kansas Water Pollution Control Revolving Fund (KWPCRF). This requires the following certification regarding “cost and effectiveness” of the design for the wastewater collection and treatment system as a condition to receive funding from the KWPCRF.

“The applicant has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity funded by this KWPCRF low interest loan, and has selected, to the maximum extent practicable, the processes, materials, techniques, and technologies that maximize the conservation and efficient use of water, considered the potential reuse of treated wastewater effluent, and considered the recapture of water for reuse, and that maximize energy conservation, taking into account construction costs, operation and maintenance costs, and replacement costs. Reference the attached checklist(s).”

Paul Owings, City Engineer
Licensed Professional Engineer that
Prepared the Planning and/or Design
Documents

L. Mark Govea, Mayor
Representative of the City
Receiving the Loan Assistance for
KWPCRF Project

Certification of Financial Capability

Your community must certify that it has the capability to finance and manage the proposed facility.

The answers to the preceding questions will provide useful information regarding the cost of the proposed facility, how it will be financed, and what this means in terms of costs to the typical household user. In order to evaluate effectively the true impact of the proposed treatment system, however, this information must be viewed within the overall context of the community's financial capability, which is the measure of its existing financial condition, financial resources, legal constraints, and local public policy.

Listed below are additional elements relating to a community's overall financial condition and its ability to pay the local costs of constructing and operating the treatment system. These factors should be considered before signing the financial and management capability certification.

- reasonableness of population projections relative to historic trends (if new population growth is needed to help finance the proposed system)
- total current outstanding indebtedness
- state finance laws and legal debt limits
- historical trends in your community's revenue sources (e.g., changes in taxable assessed property valuation with respect to population)
- current bond rating and its historical trend

If your community would have difficulty financing the proposed project, it should consider alternative methods of financing to mitigate the adverse impacts, re-evaluate the project alternative and scope, or consider staging implementation to spread out financing to future users. When certifying your project, the community should be fully satisfied that both the users and the community as a whole have the capability to finance and manage the facility as proposed.

Statement of Certification

I hereby certify that we have analyzed the local share of the costs of the proposed wastewater treatment facilities, including their financial impact on this community and the residents of the service area. As a result of these analyses, I have found that we have the legal, institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance, and replacement of the wastewater treatment works.

(Signature of elected official or officer authorized to commit funding)

Printed Name: _____

Title: _____

Municipality Name: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

L. Mark Govea, Mayor
Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

**BINDING ASSURANCE
FOR KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND
PROJECTS**

I hereby certify in accordance with K.A.R. 28-16-135 that the Municipality has the capability to cover the costs of operation and maintenance (including replacement) of the entire system, of which the proposed project, KWPCRF Project No. _____, is an integral part, and will continue to provide this capability for the life of the project.

Signature of Authorized Representative
of Municipality

Date

Title

Municipality Name



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9 A
	Date:	December 9, 2020
City Manager	From:	Mike Scanlon

RE: Bike/Pedestrian Walk Bridge – Osawatomie Trail

RECOMMENDATION: Approve the change order from Dondlinger Construction to upgrade to vertical pickets on the handrail of the “Arched” bike/pedestrian bridge.

DETAILS: Council approved the bid from Dondlinger Construction on October 22, 2020 for the construction of a Bike/Pedestrian Bridge to be built on the Flint Hills Trail in the amount of \$86,247.00. This particular bridge with the vertical handrails was not included specifically as part of the bridge elements of the "Arched" bridges that the Trail Taskforce approved in the RFP. Staff clarified the desires of the Trail Task force which required us to come back with this change order and we're accounting for this in the overall Trail Taskforce Budget which we will be handing out at the meeting along with the bids for the Station.

Related Statute / City Ordinances	Council Policy No. 102
-----------------------------------	------------------------

Line Item Code/Description	
Available Budget:	

Change Order



Dondlinger

CONSTRUCTION


 P.O. BOX 398
 WICHITA, KS 67201-0398
 PHONE (316) 945-0555
 FAX (316) 945-9009

Project: 320013- City of Osawatomie-Flint Hills Nature Trail
Pedestrian Bridge

Contract Number: 320013

ACO #: 320013-C01 Change Order #001
ACO Seq #: 1

To (Contractor): DONDLINGER & SONS CONST CO INC
P.O. BOX 398
WICHITA, KS 67201

Change Order Date: 12/08/20

You are directed to make the following changes in this Contract:

C.O. Item	PCO Type	PCO Item	Units	UM	Description	Unit Price	Amount
1				LS	Structural Steel Truss (Design & Manufacture)		2,008.65
Total for Change Order: 320013-C01							2,008.65

Contract Item #007:
 - Material Cost: \$1,913.00
 - Markup at 5%: \$95.65
 - Total = \$2,008.65

The original Contract Sum was	86,247.50
The net change by previously authorized Change Orders was	0.00
The Contract Sum prior to this Change Order was	86,247.50
The Contract Sum will be increased by this Change Order	2,008.65
The new Contract Sum will be	88,256.15

The Contract Time will be unchanged

Authorized By Owner:
 CITY OF OSAWATOMIE, KS
 509 5TH STREET, P.O. BOX 37
 OSAWATOMIE, KS 66064

By: _____

Date: _____

Accepted By Contractor:
 DONDLINGER & SONS CONST CO INC
 P.O. BOX 398
 WICHITA, KS 67201

By: _____
 MARK LORENZ

Date: _____



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.A
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 825 – A Resolution of the City of Osawatomie, Kansas Authorizing the City to Develop a Process for the Sale and Redevelopment of Vacated City Owned Residential Lots.

RECOMMENDATION: Approve Resolution 825 Authorizing the City to Develop a Process for the Sale and Redevelopment of Vacated City Owned Residential Lots.

DETAILS: The City, through condemnation and abandonment, has accumulated a number of lots that need to be packaged for sales back to builders for single-family and multi-family construction. This Resolution outlines the process and requirements that City Staff recommend the City Council endorse. The current properties available include:

1. 100 Walnut Avenue (Residential)
2. 121 East Walnut Avenue (Residential)
3. 820 3rd Street (Residential)
4. 308 Reed Avenue (Residential)
5. 1010 6th Street (General Business)

RESOLUTION NO. 825

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
AUTHORIZING THE CITY TO DEVELOP A PROCESS FOR
THE SALE AND REDEVELOPMENT OF VACATED CITY
OWNED RESIDENTIAL LOTS.**

WHEREAS, the Governing Body wishes to promote growth and development in the City; and

WHEREAS, the City has received numerous requests from Homeowners/Builders to build single-family and/or multi-family residences on City-owned property; and

WHEREAS, the sale of City-owned property will eliminate several empty lots within the City limits.

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

SECTION ONE: The Governing Body authorizes the City Manager to create a process for the sale of residentially zoned vacant city property;

Current Properties Available for Residential Development

1. 100 Walnut Avenue (Residential)
2. 121 East Walnut Avenue (Residential)
3. 820 3rd Street (Residential)
4. 308 Reed Avenue (Residential)
5. 1010 6th Street (General Business)

The City will request formal written bids for the purchase of property that will be delivered and opened at City Hall. The process will be similar to the process used when the City bids engineering and construction services.

SECTION TWO: The Governing Body authorizes the sale of the described property to any builder with the following requirements as part of the sales contract,

- A single-family or multi-family residence shall be built to the 2006 International Residential Code standards within 12 months (with an additional three [3] month administrative extension possible) of conveyance of the property to Buyer or the land will revert back to the City of Osawatomie.
- Prior to conveyance of the described property, Buyer shall demonstrate to the reasonable satisfaction of the City Manager that he/she 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.
- All utilities shall be installed (electric, water, wastewater, and gas as applicable).
- Buyer shall also deliver to Seller at closing a quitclaim deed that conveys the property back to the Seller in the event that Buyer fails to construct the home referenced in the agreement to the standard and within the time frame established.

- City agrees to hold the deed conveying the property back to Seller and not record said deed unless Buyer fails to construct the home referenced in the agreement to the standard and within the time frame required by this agreement.
- On satisfactory completion of the home referenced in the agreement Seller agrees to written release and return of quitclaim deed conveying the property back to Seller.
- Should Buyer fail to comply with the terms of the agreement, thereby entitling the Seller to file the deed conveying the property back to the Seller, Buyer releases any further claim or interest in property including any partial construction.

SECTION THREE: The Governing Body directs the City Manager to take whatever other steps and measures are necessary to protect the City's interest and fulfill the spirit of this Resolution.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 10th day of December 2020, 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:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 826 – A Resolution directing the City Manager to develop an Agreement with Always and Furever Midwest Animal Sanctuary to operate as Contractor of the Osawatomie Animal Shelter.

RECOMMENDATION: Approve Resolution 826 directing the City Manager to develop an Agreement with Always and Furever Midwest Animal Sanctuary to operate as Contractor of the Osawatomie Animal Shelter.

DETAILS: Always and Furever Midwest Animal Sanctuary has asked the City of Osawatomie to consider them for the operation of the Osawatomie Animal Shelter as a “no-kill” shelter. ***Please find attached a “DRAFT” Agreement with Exhibit A – Services and Exhibit B – Use of City Premises.***

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 XX day of XXX, 2020 by and between the CITY OF OSAWATOMIE, a Kansas municipal corporation (“CITY” or “City of Osawatomie”), 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 Osawatomie, and for the City of Paola and Miami County (the “Contract Communities”), at the Osawatomie, ADDRESS Osawatomie, KS 66061 (the “Osawatomie 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 Osawatomie 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 Osawatomie 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 <<insert date at end of fiscal year 5 years from start of term>> 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 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 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 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 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 "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.

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 dangerous animal.

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.

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 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) 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) CONSULTANT shall provide emergency veterinary services in accordance with Section 597(f) of the California Penal Code.

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

d) CONSULTANT shall 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, provided that the public hours and access be a minimum of six (6) days per week and forty (40) hours per week. 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 X days to be fully staffed and operational.

f) 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.

b) CONSULTANT shall 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.

4. Records Management

a) CONSULTANT and CITY's Animal Control shall maintain joint

access to the Chameleon database, as provided for in this section. CONSULTANT is responsible for keeping the Chameleon database updated in a timely fashion. Chameleon data is designated "For Official Use Only," meaning, CONSULTANT may only use such data for the performance of this Agreement, and not for marketing or any other purposes without the prior written consent of the CITY's City Manager or designee. Annual maintenance fees for the Chameleon software shall be paid by CITY. Repair and

replacement cost of the server and supporting hardware, if any, shall also be paid by CITY. CONSULTANT shall not have access to certain areas of the database, such as saved criminal information (as required by law). CITY shall work with the database programmer/vendor to ensure that such areas of the database are not accessible by CONSULTANT. All data entered into the Chameleon database by any party shall be property of CITY.

b) Monthly Report

i. CONSULTANT shall deliver to CITY 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 charge fees for services according to the CITY's municipal fee schedule or according to state or local laws. Fees for any services not covered by CITY's municipal fee schedule or state or local laws shall be set by CONSULTANT. CONSULTANT shall take CITY's comments into consideration when setting such fees. CITY shall take CONSULTANT's comments into consideration when setting its municipal fee schedule.

a.

c) CONSULTANT shall process citation fees, and shall remit 100% of these fees to the CITY on a quarterly basis. PETS IN NEED shall process and retain all other fees and revenues, including without limitation adoption fees, spay, neuter, impoundment, permit, license, and other fees as listed in the municipal fee schedule.

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), internet, Chameleon software/database and associated support, and Chameleon server hardware and support (if any), which collectively is estimated to cost approximately \$55,000 per year.
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.

RESOLUTION NO. 826

BY THE CITY OF OSAWATOMIE, KANSAS

A DIRECTING THE CITY MANAGER TO DEVELOP AN AGREEMENT WITH ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY TO OPERATE AS CONTRACTOR 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, Always and Forever Midwest Animal Sanctuary has asked if the City of Osawatomie would consider them for operation of the Osawatomie Animal Shelter as a “no-kill” shelter; and

WHEREAS, the City of Osawatomie 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.

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

SECTION ONE: City staff shall put together the necessary Agreements with Always and Furever together for the City Council to consider at the February 11, 2021 City Council meeting.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2020, 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:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 827 – Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

RECOMMENDATION: Approve Resolution 827 authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

DETAILS: This relates to the public hearing held earlier in the meeting and has to do with interim financing of the improvements being made to the Wastewater Treatment Plant.

RESOLUTION NO. 827

BY THE CITY OF OSAWATOMIE, KANSAS

Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

WHEREAS under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorize applicants to aid in the construction of specific public projects,

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

Section 1. Loan Application. The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Proceedings. The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

Section 3. Further Authority. This Resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body of the City of Osawatomie, Kansas on December 10, 2020.

(SEAL)

Mayor

ATTEST:

City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.D
	Date:	December 7, 2020
City Manager	From:	Ed Beaudry

RE: Ordinance No. 3792 – Ordinance amending Chapter 2 of the City Code of the City of Osawatomie, Kansas amending existing Section 2-101 and adding a new section 2-105 to permit the keeping of certain fowl in the City of Osawatomie, Kansas.

RECOMMENDATION: Approve an ordinance 3792 – Ordinance amending Chapter 2 of the City Code of the City of Osawatomie, Kansas amending existing Section 2-101 and adding a new section 2-105 to permit the keeping of certain fowl in the City of Osawatomie, Kansas.

DETAILS: At the November 12, 2020 City Council meeting there was a request by a resident to revisit allowing chickens to be raised within the City Limits. Attached is an ordinance that would allow for such.

ORDINANCE NO. 3791

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE OF THE CITY OF OSWATOMIE, KANSAS AMENDING EXISTING SECTION 2-101 AND ADDING A NEW SECTION 2-105 TO PERMIT THE KEEPING OF CERTAIN FOWL IN THE CITY OF OSAWATOMIE, KANSAS

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

SECTION ONE: Section 2-101 of the City Code of the City of Osawatomie, Kansas is hereby amended to read as follows:

2-101. Definitions.

(l) "Fowl" means those animals in the zoological class aves, which can be generally defined as domestic birds commonly kept for the production of meat, eggs or feathers, which shall include, but not be limited to, chickens, ducks, geese, swans, turkeys, pigeons, pea fowl, guinea fowl, ostriches and emus.

SECTION TWO: Article 1 of Chapter 2 of the City Code of the City of Osawatomie, Kansas is hereby amended by adding a new Section 2-105, to read as follows:

2-105 Exception; Fowl

The provisions of this article are not applicable to owners, keepers, or harborers of permitted fowl which may be maintained within the city limits, subject to the requirements of this section:

(a) Definitions.

(1) Permittee means a person to whom a permit has been issued by the city under this section.

(2) Chicken means an individual animal of the species gallus domesticus,

(3) Hen means the female.

(4) Rooster means a male.

(5) Drake means a male duck.

(6) "Fowl" means those animals in the zoological class aves, which can be generally defined as domestic birds commonly kept for the production of meat, eggs or feathers, which shall include, but not limited to, chickens, and ducks.

(b) Annual permit required. No person shall own, keep, or harbor a chicken within the

city limits without a permit issued pursuant to this section.

(c) **Locations permitted.** Only persons residing in zoning districts allowing for residential uses shall be eligible for a permit under this section. **Anyone wanting to raise chickens in the city limits shall: First have a signed letter of approval from the property owner; Second they shall have a signed approval letter from ALL properties with a common physical border. These approval letters can be acquired from the Codes Department located at City Hall. These approval letters will be valid for the calendar year and SHALL BE RENEWED ANNUALLY.**

(d) **Number allowed.** A permittee shall not own, keep, or harbor more than five (5) hens, unless the permittee's dwelling is situated upon more than one (1) acre, in which case the permittee shall be allowed to own, keep, and harbor an additional five (5) hens for each full additional one (1) acre of property that is under the permittee's control and possession up to two (2) acres. No permittee shall be allowed to own, keep, or harbor more than fifteen (15) hens on any one parcel.

< 1 Acre	5 Chickens
1 - 2 Acres	10 Chickens
2+ Acres	15 Chickens

(e) **Roosters prohibited.** It shall be unlawful to own, keep, or harbor a rooster within the city limits. Ducks, geese, swans, turkeys, pigeons, pea fowl, guinea fowl, ostriches, emus and peacocks SHALL NOT BE PERMITTED. Per city code 2-116

(f) **Setbacks.** Coops and cages housing hens shall not be located within:

- (1) Twenty-five (25) feet from the door or window of any dwelling or occupied structure other than the permittee's dwelling;
- (2) Five (5) feet of a side or rear yard lot line;
- (3) In a front yard; or
- (4) Ten (10) feet of the permittee's principal dwelling.

(g) **Enclosures.** Per Osawatomie City Code 2-120, The coop shall be constructed in a similar style and building materials as the principal structure, and no part of such structure shall be located in the front yard setback. (NO GALVANIZED METAL ROOFING MATERIAL WILL BE ALLOWED). The coop shall be built to withstand all weather elements for the region. Hens shall be provided with a covered, predator-proof coop or cage that is well ventilated and designed to be easily accessed for cleaning. The coop or cage shall allow at least two (2) square feet of space

per hen. Any coop or cage exceeding 100 square feet in size shall be considered an accessory structure as defined in the Zoning Regulations and must meet all standards outlined therein. Hens shall have access to an outdoor enclosure (yard) that is adequately fenced to contain the birds on the permittee's property and to prevent predators from accessing the birds. All fowl must be kept in a fenced and secured area no larger than 625 square feet. **ALL coop design plans shall be approved by the Chief Building Official before any construction may begin.**

(h) **Sanitation.** The coop or cage, and the outdoor enclosure, must be kept in a sanitary condition and free from offensive odors. The coop or cage, and the outdoor enclosure, shall be cleaned at least once each week to prevent the accumulation of waste. If waste accumulates and a nuisance complaint is filed, the homeowner will get One warning to remedy the situation. One warning will be given per calendar year, if a Second complaint is received the permit will be nullified and the homeowner shall be required to rehome the fowl.

(i) **Slaughtering.** No person shall engage in the outdoor slaughtering of chickens. The remnants from slaughtering shall be properly disposed of, in accordance with applicable laws.

(j) **Animals at large.** No fowl will be allowed to run free. All fowl shall have clipped wings as to not allow for flight.

Any person found guilty of animal at large as defined herein shall be fined as follows: \$30.00 for the first offense within a twelve (12) month period; \$40.00 for the second offense within a twelve (12) month period; \$60.00 for the third offense within a twelve (12) month period; and \$100.00 for the fourth and subsequent offense(s) within a twelve (12) month period. The Municipal Judge shall have no authority to suspend the fine or any portion thereof of fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees. The animal control officer, other City employee, or employees or custodians of an impoundment facility where such impounded is held shall not release an animal to an owner if the owner has failed to pay a fine or has failed to appear in municipal court for the adjudication of a violation of this section. Per city code 2-305 (e)

(k) **Permit applications.**

(1) Each applicant seeking to obtain a permit under this section shall apply for a permit in writing on such form as the Code Official may prescribe, and shall pay a non-refundable fee to the City according to our Fee Schedule. The initial permit fee shall be \$250.00. The annual renewal fee shall be \$25.00

(2) Each application for a permit shall be signed by the applicant, who shall be at

least eighteen (18) years old, and who shall be in actual control or possession of the dwelling on the subject property. The application shall include or be accompanied by the following information:

(A) The name, address, telephone number, and date of birth of the applicant.

(B) A description of the location and size of the subject property.

(C) The number of hens the applicant proposes to keep on the subject property.

(D) A description and precise dimensions of the coop(s) or cage(s) and outdoor enclosure(s) to be maintained on the subject property, along with a description or depiction of the precise location(s) of these enclosures in relation to the property lines and adjacent properties.

(E) If the applicant proposes to keep hens in the yard of a multi-family dwelling, the applicant must include a signed statement from the owner(s) and all tenants of the multi-family dwelling, indicating their consent to the applicant's proposal for keeping hens on the premises.

(F) Such other information as is required by this chapter or reasonably required by the city to determine the applicant's eligibility and qualifications for a permit in accordance with the criteria, standards, and qualifications set forth in this section.

(l) Issuance or denial of permit.

(1) The City Clerk shall process each valid and administratively complete application for a permit within ten (10) business days.

(2) No permit shall be approved for any person ineligible pursuant to the provisions of this section.

(3) No permit shall be approved for any person who has been convicted, or who resides with any person in the subject property who has been convicted, of a crime related to maltreatment, mistreatment, neglect, or cruelty to any animal.

(m) **Duration of initial permit; renewal.**

(1) Any permit issued pursuant to this article shall be for a term of the remainder of the calendar year in which the permit is issued. A permit may be renewed by making a timely payment of an annual renewal fee located in the Fee Schedule, to the city on or before December 31st of each calendar year. If the annual renewal fee is not made during the time provided herein, the permit shall expire on December 31st and a new application shall be required.

(2) A permit issued under this section may be revoked or temporarily suspended by the City Manager or his/her designee for any of the following reasons:

(A) Violation of or failure to comply with any provision of this section, or any other provision in this code or applicable city ordinances; or

(B) Fraud, misrepresentation, or false statement contained in the application for the permit.

(n) **Appeal.** Any person aggrieved by the Codes Official's denial of an initial permit application, or a decision of the City Manager or his/her designee to suspend or revoke a permit, shall have the right to appeal such decision to the City Council within ten (10) days after the notice of the action or decision has been mailed to the applicant or the permittee, as applicable. An appeal to the City Council shall be taken by filing with the City Clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered by the City Council at the next regular meeting. The City Council may affirm, overrule, or modify the decision. Any person aggrieved by the City Council's decision on appeal may seek judicial review in a manner provided by law.

(o) **Inspection.** As a condition of the permit, the permittee agrees to the entry and inspection of any premises, building, enclosure, or other premises where the hens are kept or allowed to inhabit. Such inspection shall be conducted at reasonable times, with or without notice, by such city representatives designated by the city manager as being responsible for administration of this section.

(p) **Transferability.** A permit issued under this section shall not be assignable or transferable under any circumstances from one person to another person.

(q) **Penalty.** A violation of this section shall constitute a class C violation. Any person who shall be convicted in municipal court of violating any provision of this section shall be punished by a fine of not more than \$500.00. Each day that a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate violation.

SECTION THREE: This ordinance shall take effect and be in force from and after its passage, approval, and publication in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 12th day of December 2020,

APPROVED AND SIGNED by the Mayor

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

ALLOWANCE OF FOWL ADJOINING PROPERTY AFFIDAVIT

_____, 2021

To the City of Osawatomie:

My property (_____) shares a common physical border with the
property (_____) in the City of Osawatomie, Kansas.

I APPROVE / DO NOT APPROVE of their petition to raise chickens on the property in question. (Circle One)

Disapproval of this petition dissolves their application and they will not be permitted to own, keep, or harbor fowl on said property.

The fowl owner shall comply with the City Ordinance 3791. If the owner/s do not comply, this affidavit will become null and void, and the fowl shall be removed at the owner's expense along with all buildings and fencing pertaining to the fowl.

The undersigned acknowledge this and understands that this affidavit is valid for the calendar year.

Signature of Property Owner/s

Date

APPLICATION FOR ANNUAL FOWL PERMIT

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____

Email Address: _____

Description of the location and the size of the subject property: _____

Total number of hens proposed to be kept on the property: _____

5 hens < 1 acre, 10 hens 1-2 acres, 15 hens 2+ acres MAXIMUM.

A description and precise dimensions of the coop or cage and the outdoor enclosure to be maintained on the property, along with a description or depiction of the precise location of the enclosure in relation to the property lines and adjacent properties: _____

Do you have a signed approval letter from the property owner, and all physically adjoining property owners? _____

Initial processing fee \$ 250.00 _____

Annual renewal fee \$ 25.00 _____

Signature: _____ Date: _____

ALLOWANCE OF FOWL ON RENTAL PROPERTY AFFIDAVIT

_____, 2021

To the City of Osawatomie:

My property (_____) is currently being occupied by

_____ (tenant) in the City of Osawatomie, Kansas.

I APPROVE / DO NOT APPROVE of their petition to raise chickens on the property in question. (Circle One)

Disapproval of this petition dissolves their application and they will not be permitted to own, keep, or harbor fowl on said property.

The fowl owner shall comply with the City Ordinance 3791. If the owner/s do not comply, this affidavit will become null and void, and the fowl shall be removed at the owner's expense along with all buildings and fencing pertaining to the fowl.

The undersigned acknowledge this and understands that this affidavit is valid for the calendar year.

Signature of Property Owner/s

Date



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Ordinance No. 3792 – Ordinance adopting the 2021 Budget for the City of Osawatomie, Kansas

RECOMMENDATION: Approve an ordinance adopting the 2021 Budget of the City of Osawatomie, Kansas

DETAILS: As part of the annual budget process, the City takes formal action to adopt the 2021 Budget by ordinance. This ordinance represents one of two ordinances that are considered each December to finalize the City’s annual budget and to provide expenditure authority.

There are no changes to the budget that was approved by the City Council in August 2020.

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

CITY OF OSAWATOMIE, KANSAS

ORDINANCE NO. 3792

AN ORDINANCE ADOPTING THE 2021 BUDGET OF THE CITY OF OSAWATOMIE, KANSAS.

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

SECTION 1. Adoption of Authority. The City of Osawatomie hereby adopts its budget for the year 2021. Copies of said budget shall be open for inspection in the office of the City Clerk during business hours. Upon filing of the budget with the County Clerk of Miami County, Kansas, said budget shall constitute an appropriation for each fund, and the appropriation thus made shall not be used for any other purpose, pursuant to K.S.A. 79-2934.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the official City newspaper, all as provided by law.

PASS BY THE CITY COUNCIL, this 10th day of December, 2020

APPROVED BY THE MAYOR this 10th day of December, 2020.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Ordinance No. 3793 – Authorization to spend according to the Approved 2021 Annual Budget

RECOMMENDATION: Approve an Ordinance authorizing the City Manager to make expenditures in accordance with the adopted 2021 annual budget.

DETAILS: As part of the annual budget process, the City Council takes formal action in December to authorize and direct the City Manager to spend according to the adopted budget and in compliance with City Council Policy No. 102.

The attached ordinance will authorize the City Manager to spend in accordance with the approved annual budget.

Related Statute / City Ordinances	Council Policy No. 102
Line Item Code/Description	
Available Budget:	

CITY OF OSAWATOMIE, KANSAS

ORDINANCE NO. 3793

AN ORDINANCE AUTHORIZING EXPENDITURES BY THE CITY MANAGER FROM THE 2021 BUDGET.

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

SECTION 1. Grant of Authority. The City Manager is hereby authorized to make expenditures from the 2021 City Budget as adopted by Ordinance No. 3787 pursuant to and in accordance with City Council Policy No. 102, as from time to time amended. Copies of said Policy shall be open for inspection in the office of the City Clerk during business hours.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the official City newspaper, all as provided by law.

PASS BY THE CITY COUNCIL, this 10th day of December, 2020

APPROVED BY THE MAYOR this 10th day of December, 2020.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.G
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 828 – A Resolution directing staff to apply for CDBG funds to assist in removing dilapidated and abandoned residential structures.

RECOMMENDATION: Approve Resolution 828 directing staff to apply for CDBG funds to assist in removing dilapidated and abandoned residential structures.

DETAILS: The City continues to collect properties through condemnation and abandonment. As these properties are turned over to the city – they are typically in such a poor structural condition that they need to be removed. To assist funding these removals City Staff is requesting the authority to seek CDBG funds to help in these efforts.

RESOLUTION NO. 828

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION DIRECTING STAFF TO APPLY FOR CDBG FUNDS TO ASSIST IN REMOVING DILAPIDATED AND ABANDONED RESIDENTIAL STRUCTURES.

WHEREAS, the City of Osawatomie has set the goal of “Cleaning Up the Community”; and

WHEREAS, dilapidated and abandoned structures bring down property values; and

WHEREAS, these properties also become “accumulators” for trash and debris; and

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

SECTION ONE: City staff shall when appropriate apply for Community Development Block Grant funds to assist in the removal of dilapidated and abandoned residential structures.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2020, 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.H
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 829 – A Resolution authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2020-1, of the City of Osawatomie, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest o said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

RECOMMENDATION: Approve Resolution 829 authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2020-1, of the City of Osawatomie, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest o said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

DETAILS: The City Council through Ordinance 3779 (December, 2019) allows for the issuance of Temporary Notes to pay for the sewer line break across the Marais de Cygnes River that occurred in fall of 2019. This Resolution contemplates the issuance of a refunding and replacement issue 2020-1. After we finalize all of the elements in the WWTP repair improvements we will be putting together all of these items into a “full and final” funding for sanitary sewer improvements.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OSAWATOMIE, KANSAS
HELD ON DECEMBER 10, 2020**

The governing body met in regular session at the usual meeting place in the City, at 6:30 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Request for Proposals heretofore duly given, proposals for the purchase of General Obligation Temporary Notes, Series 2020-1, dated December 29, 2020, of the City had been received.

The governing body reviewed and considered the proposals and it was found and determined that the proposal of [PURCHASER], [CITY, STATE] (the "Purchaser") was the best proposal for the Notes.

Councilmember _____ moved that the Purchaser's proposal be accepted and that the Mayor and Clerk be authorized and directed to award the sale of the Notes to the Purchaser, subject to the terms of the Note Purchase Agreement. The motion was seconded by Councilmember _____. The motion was carried by a vote of the governing body as follows:

Yea: _____.

Nay: _____.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Osawatomie, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 829

OF

THE CITY OF OSAWATOMIE, KANSAS

ADOPTED

DECEMBER 10, 2020

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2020-1**

RESOLUTION

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Osawatome, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<i>Project Description</i>	<i>Ord. No.</i>	<i>Authority</i>	<i>Estimated Cost</i>
Sanitary Sewer Improvements	3779	K.S.A. 12-617 <i>et seq.</i>	\$400,000

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Existing Notes”):

<i>Series</i>	<i>Dated Date</i>	<i>Maturity Date</i>	<i>Original Amount</i>	<i>Outstanding Amount</i>
2019-1	December 31, 2019	January 1, 2021	\$400,000	\$400,000

WHEREAS, permanent financing for the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements and to retire the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings

hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-617 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$1,000 or any integral multiples thereof.

[**BEO**: “**Beneficial Owner**” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.]

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

[**BEO**: “**Cede & Co.**” means Cede & Co., as nominee of DTC.]

“**City**” means the City of Osawatomie, Kansas.

“**Clerk**” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Consulting Engineer**” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“**Costs of Issuance**” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2020-1 created pursuant to *Section 501* hereof.

“**Dated Date**” means December 29, 2020.

“**Debt Service Account**” means the Debt Service Account for General Obligation Temporary Notes, Series 2020-1 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.]

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

[**BEQ**: **“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.]

[BEO: “DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.]

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution [(other than the covenants relating to continuing disclosure requirements)] on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing September 1, 2021.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Purchase Agreement” means the Note Purchase Agreement dated as of December 10, 2020 between the Issuer and the Purchaser.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2020-1, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer:

439 Main St.
Osawatomie, Kansas 66064
Fax: (913) 755-4164

(b) To the Paying Agent at:

City Treasurer
City Hall
439 Main St.
Osawatomie, Kansas 66064
Fax: (913) 755-4164

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street

23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer and Paying Agent, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Treasurer.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. [BEO: Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.]

[BEO: **“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.]

“Paying Agent” means the City Treasurer, Osawatomie, Kansas, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or

trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the amount set forth in the Note Purchase Agreement.

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means the Series 2019-1 Notes maturing in the year 2021 in the aggregate principal amount of \$400,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

[BEO: **“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.]

[BEO: **“Securities Depository”** means, initially, DTC, and its successors and assigns.]

“Series 2019-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2019-1, dated December 31, 2019.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“**Standard & Poor's**” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2020-1, of the Issuer in the principal amount of \$425,000*, for the purpose of: (a) providing funds to retire the Refunded Notes; and (b) paying Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
2022	\$425,000*	[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner[; or (b) in the case of an interest payment to Cede & Co., by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed].

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special

Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any

such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

[BEO:

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the

case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.]

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Sale of the Notes – Note Purchase Agreement. The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. [Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2021, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar, the State Treasurer and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

[BEO--- For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.]

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of

obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS[AND OTHER MONEYS]

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Redemption Fund for Refunded Notes.

- (b) Debt Service Account for General Obligation Temporary Notes, Series 2020-1.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2020-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Redemption Fund.

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located]. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds

and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or

affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer

will, in addition, adopt such other [ordinances or] resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article VII** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully

be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on December 10, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on December 10, 2020, as the same appears of record in my office.

DATED: December 10, 2020.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

[BEO---Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF MIAMI
CITY OF OSAWATOMIE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2020-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: December 29, 2020**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Osawatome, in the County of Miami, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the City Treasurer, Osawatome, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding

the Interest Payment Date. Such interest shall be payable [(a)] by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner[; or (b) in the case of an interest payment to Cede & Co., by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed]. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2020-1,” aggregating the principal amount of \$425,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-617 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

[BEO:- Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained,

(Facsimile Seal)

By: _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2020-1, of the City of Osawatomie, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

CITY,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF MIAMI)

The undersigned, Clerk of the City of Osawatomie, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of December 29, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.I
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 830 – A Resolution directing staff to begin work on identifying repair/replace/rethink options for the City’s Water and Electric Plant.

RECOMMENDATION: Approve Resolution 830 a Resolution directing staff to begin work on identifying repair/replace/rethink options for the City’s Water and Electric Plant.

DETAILS: In Resolution 778 from earlier this year the City Council directed staff to,

1. Create a complete inventory and condition report for all city-owned infrastructure.
2. Create a short-, mid-, and long-term maintenance and replacement strategy for all city-owned infrastructure.
3. Begin the identification of grants and funding sources available to accomplish the strategies outlined above.
4. Provide the Governing Body with a calendar of dates for the completion of the above.

Staff is wrapping up the funding, engineering and replacement of the Wastewater Treatment Plant. At this time and given the multiple breakdowns at the Water and Electric plant it’s time to begin examining the repair/replacement of the Water and Electric Plant. We continue to collect information, evaluate possibilities across all of our utility and infrastructure needs. **This is the next one up.**

RESOLUTION NO. 830

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION DIRECTING STAFF TO BEGIN WORK ON IDENTIFYING REPAIR/REPLACE/RETHINK OPTIONS FOR THE CITY'S WATER AND ELECTRIC PLANT.

WHEREAS, the City of Osawatomie was incorporated in 1890 and over the course of the last 130 years has evolved into a full-service City serving its residents with water, wastewater, electrical production and distribution, parks, sidewalks, bridges, streets and alleys; and

WHEREAS, the City of Osawatomie as an aging community requires a long-term strategy that allows for the orderly financing and replacement of infrastructure; and

WHEREAS, the City of Osawatomie in Resolution 778 identified the following actions to be taken by City Staff including,

1. Create a complete inventory and condition report for all city-owned infrastructure.
2. Create a short-, mid-, and long-term maintenance and replacement strategy for all city-owned infrastructure.
3. Begin the identification of grants and funding sources available to accomplish the strategies outlined above.
4. Provide the Governing Body with a calendar of dates for the completion of the above; and

WHEREAS, the City of Osawatomie understands the importance of infrastructure investment in maintaining the quality of life for its residents and business;

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

The Governing Body hereby requests City Staff undertake an assessment of the Water and Electric Plant and explore all options for the repair, replacement and/or rethinking the delivery of services.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10thth day of December, 2020, 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.J
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 831 – A Resolution accepting bids for the Walker Station Kiosk and Facility and directing the City Manager to complete the funding of the City’s Flint Hills Trail Project.

RECOMMENDATION: Approve Resolution 831 a Resolution accepting bids for the Walker Station Kiosk and Facility and directing the City Manager to complete the funding of the City’s Flint Hills Trail Project.

DETAILS: Bid information and an update to the current budget will be provided at the December 10, 2020 City Council meeting.

RESOLUTION NO. 831

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION ACCEPTING BIDS FOR THE WALKER STATION KIOSK AND FACILITY AND DIRECTING THE CITY MANAGER TO COMPLETE THE FUNDING OF THE CITY'S FLINT HILLS TRAIL PROJECT

WHEREAS, the City of Osawatomie took bids for the construction of the Walker Station Kiosk; and

WHEREAS, the City of Osawatomie will be responsible for that portion of the trail that extends from John Brown Highway (347th Street); and

WHEREAS, its' the desire of the City Council that we continue to invest in the vitality of the Flint Hills trail.

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

Section 1: That the City Council accept the bid of _____ in the amount of _____ for the construction of the Walker Kiosk and Station located at the trailhead of the Flint Hills Trail.

Section 2: That the City Manager continue to identify the funds necessary to complete the work outlined by the Osawatomie Trail Task force and report back to the City Council with a "final and full" budget for all work at the February 11, 2021 City Council meeting.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2020, a majority voting in favor of.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

Tabulation of Bids

Document G804

Project:	New Trailway Station for the Flint Hills Trail at the Karl Cole Sports Complex
Owner:	The City of Osawatomie, KS
Contract:	General Contract
Bid Date and Time:	Monday, December 7th, 2020 at 2 pm
Bid Opening Location	439 Main Street, Osawatomie, KS 66064
Addenda Dates & #	#1 -11/27/2020
Owner Project Number:	1513.06
Opened By:	Tammy Seamands
<hr/> Witnessed By: Mike Scanlon, Cindy Burkit - B. Dean Construction, Alan Hire – Triangle Builders, and Carla Brock – Construction Management Services, Inc.	

BIDDERS

BID/EVALUATION ITEM	Dean Construction	Triangle Builders	Gunter Construction	Koehn Construction Services	Legacy Contractors, LLC	MegaKC	Architect's Estimated Cost
Base Bid #1 - General Construction							\$80,500.00
	\$123,000	\$96,300	\$137,700	No bid	\$119,000	No bid	
Total of Bid Item							
Acknowledge Receipt of Addenda	X	X	X		X		
Included Qualification Statement?							
Included Non-Colusive Affidavit?	X	X	X		X		
Included 5% bid Security?	X	X	X		X		

Tabulation of Bids

Document G804

Project: New Trailway Station for the Flint Hills Trail at the Karl Cole Sports Complex
 Owner: The City of Osawatomie, KS
 Contract: General Contract
 Bid Date and Time: Monday, December 7th, 2020 at 2 pm
 Bid Opening Location: 439 Main Street, Osawatomie, KS 66064
 Addenda Dates & #: #1 -11/27/2020
 Owner Project Number: 1513.06

Opened By: Tammy Seamands

Witnessed By: Mike Scanlon, Cindy Burkit - B. Dean Construction, Alan Hire – Triangle Builders, and Carla Brock – Construction Management Services, Inc.

BIDDERS

BID/EVALUATION ITEM	Construction Management Service						Architect's Estimated Costs
Base Bid #1 - General Construction							\$80,500.00
	\$104,625						
Total of Bid Item							
Acknowledge Receipt of Addenda	X						
Included Qualification Statement?	X						
Included Non-Colusive Affidavit?	X						
Included 5% bid Security?	X						

New Trailway Station for the Flint Hills Trail at the Karl E Cole Sports Complex

To the City of Osawatomie, KS
439 Main Street
PO Box 37
Osawatomie, KS 66064

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, including from the following, those documents applicable to this Bid: Request for Bids, Supplemental Information for Bidders, this Bid Form, the Special Conditions, the Technical Specifications and Addenda and Plans, as prepared by the City of Osawatomie, hereby proposes to furnish all labor, materials, equipment and services as required for each Base Bid and Alternate as described below, for the Project referenced above.

Base Bid Number 1 – General Construction

The bidder agrees to provide all labor and materials required for the construction of the trailway shelter and the portapotty enclosure buildings, and other items as indicated on the drawings and specifications and as referenced above for the lump sum of:

ONE HUNDRED NINETEEN THOUSAND $\frac{50}{100}$ Dollars (\$ 119,080⁵⁰).

Time for Completion: Bidder hereby agrees to commence Work under this contract within ten (10) days of the date specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda: 1

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Respectfully submitted:

By [Signature] Date 12/7/2020
(Signature)

Seal - if bid is by a Corporation

LEGACY CONSTRUCTORS, LLC
Business Name

907 N. PEARL, ST. 4
Business Address
PAOLA, KS 66071

New Trailway Station for the Flint Hills Trail at the Karl E Cole Sports Complex

To the City of Osawatomie, KS
439 Main Street
PO Box 37
Osawatomie, KS 66064

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, including from the following, those documents applicable to this Bid: Request for Bids, Supplemental Information for Bidders, this Bid Form, the Special Conditions, the Technical Specifications and Addenda and Plans, as prepared by the City of Osawatomie, hereby proposes to furnish all labor, materials, equipment and services as required for each Base Bid and Alternate as described below, for the Project referenced above.

Base Bid Number 1 – General Construction

The bidder agrees to provide all labor and materials required for the construction of the trailway shelter and the portapotty enclosure buildings, and other items as indicated on the drawings and specifications and as referenced above for the lump sum of:


Twenty six thousand three hundred and ²⁰/₁₀₀ Dollars (\$ 26,300²⁰).

Time for Completion: Bidder hereby agrees to commence Work under this contract within ten (10) days of the date specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda: 1

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Respectfully submitted:

By  Date 12-7-20
(Signature)

Seal - if bid is by a Corporation

Triangle Builders, LLC
Business Name

401 West Woa St, Paola, KS 66071
Business Address

New Trailway Station for the Flint Hills Trail at the Karl E Cole Sports Complex

To the City of Osawatomie, KS
439 Main Street
PO Box 37
Osawatomie, KS 66064

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, including from the following, those documents applicable to this Bid: Request for Bids, Supplemental Information for Bidders, this Bid Form, the Special Conditions, the Technical Specifications and Addenda and Plans, as prepared by the City of Osawatomie, hereby proposes to furnish all labor, materials, equipment and services as required for each Base Bid and Alternate as described below, for the Project referenced above.

Base Bid Number 1 – General Construction

The bidder agrees to provide all labor and materials required for the construction of the trailway shelter and the portapotty enclosure buildings, and other items as indicated on the drawings and specifications and as referenced above for the lump sum of:

one hundred four thousand six hundred Dollars (\$ 104,625.⁰⁰).
twenty five dollars and zero cents

Time for Completion: Bidder hereby agrees to commence Work under this contract within ten (10) days of the date specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda: NO. 1

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Respectfully submitted:

By  Date 12-7-20
(Signature)

Seal - if bid is by a Corporation

Construction Management Services, Inc.
Business Name

920 E Warren, Gardner, KS 666030
Business Address

New Trailway Station for the Flint Hills Trail at the Karl E Cole Sports Complex

To the City of Osawatomie, KS
439 Main Street
PO Box 37
Osawatomie, KS 66064

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, including from the following, those documents applicable to this Bid: Request for Bids, Supplemental Information for Bidders, this Bid Form, the Special Conditions, the Technical Specifications and Addenda and Plans, as prepared by the City of Osawatomie, hereby proposes to furnish all labor, materials, equipment and services as required for each Base Bid and Alternate as described below, for the Project referenced above.

Base Bid Number 1 – General Construction

The bidder agrees to provide all labor and materials required for the construction of the railway shelter and the portapotty enclosure buildings, and other items as indicated on the drawings and specifications and as referenced above for the lump sum of:

one hundred twenty-three thousand⁰⁰ Dollars (\$ 123,000.00).

Time for Completion: Bidder hereby agrees to commence Work under this contract within ten (10) days of the date specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda: One

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Respectfully submitted:

By Randy Allan Date 11/7/20
(Signature)

Seal - if bid is by a Corporation

B Dean Construction LLC
Business Name

1012 SE Hamblen Road, Lees Summit, MO 64081
Business Address

New Trailway Station for the Flint Hills Trail at the Karl E Cole Sports Complex

To the City of Osawatomie, KS
439 Main Street
PO Box 37
Osawatomie, KS 66064

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, including from the following, those documents applicable to this Bid: Request for Bids, Supplemental Information for Bidders, this Bid Form, the Special Conditions, the Technical Specifications and Addenda and Plans, as prepared by the City of Osawatomie, hereby proposes to furnish all labor, materials, equipment and services as required for each Base Bid and Alternate as described below, for the Project referenced above.

Base Bid Number 1 – General Construction

The bidder agrees to provide all labor and materials required for the construction of the trailway shelter and the portapotty enclosure buildings, and other items as indicated on the drawings and specifications and as referenced above for the lump sum of:

One hundred thirty-seven thousand Seven Dollars (\$ 137,700.00).
hundred dollars and zero cents

Time for Completion: Bidder hereby agrees to commence Work under this contract within ten (10) days of the date specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda: 1

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Respectfully submitted:

By  Date 12/7/20
(Signature)

Seal - if bid is by a Corporation

Gunter Construction Company
Business Name

520 Division Street Kansas City, KS 66103
Business Address



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.K
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 832 – A Resolution directing staff to call for a Special City Council meeting to amend the 2020 Budget related to the receipt of CARE and SPARK money flowing into the City’s General Fund.

RECOMMENDATION: Approve Resolution 832 – A Resolution directing staff to call for a Special City Council meeting to amend the 2020 Budget related to the receipt of CARE and SPARK money flowing into the City’s General Fund.

DETAILS: WHEREAS, the City of Osawatomie has received and continues to receive funds from The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Strengthening People and Revitalizing Kansas (SPARK) funds allocated through the State of Kansas it’s necessary for us to amend our budget to stay compliant with the State of Kansas Cash Budget Law.

RESOLUTION NO. 832

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION DIRECTING STAFF TO CALL FOR A SPECIAL CITY COUNCIL MEETING TO AMEND THE 2020 BUDGET RELATED TO THE RECEIPT OF CARE AND SPARKS MONEY FLOWING INTO THE CITY'S GENERAL FUND.

WHEREAS, the City of Osawatomie has received and continues to receive funds from The Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, the City of Osawatomie has received and continues to receive funds from The Strengthening People and Revitalizing Kansas (SPARK) funds allocated through the State of Kansas; and

WHEREAS, the City of Osawatomie has received and continues to receive funds from The Strengthening People and Revitalizing Kansas (SPARK) funds allocated through Miami County; and

WHEREAS, the expenditure of these funds has to occur by December 30; and

WHEREAS, State Law requires us to amend our budget for these increased revenues of which we are still being notified of dollars being allocated to us.

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

SECTION ONE: City Council shall meet for a special meeting to discuss and amendment to the 2020 Budget. Such meeting shall occur at the time and place prescribed in the special meeting notice following proper publication in the local paper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2020, 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.L
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 833 – A Resolution directing staff to complete a Licensing Agreement with USD 367 for the use of their land where the Flint Hill Trails crosses.

RECOMMENDATION: Approve Resolution 833 a Resolution directing staff to complete a Licensing Agreement with USD 367 for the use of their land where the Flint Hill Trails crosses.

DETAILS: This is one of the final pieces of the land transfer/licensing that needs to be completed as part of the Flint Hills Trail – that portion within the City’s responsibility.

RESOLUTION NO. 833

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION DIRECTING STAFF TO COMPLETE A LICENSING AGREEMENT WITH USD 367 (OSAWATOMIE SCHOOL DISTRICT) FOR THE USE OF THEIR LAND WHERE THE FLINT HILLS TRAILS CROSSES.

WHEREAS, the City of Osawatomie has responsibility for that portion of the Flint Hills Trail that leads into Town; and

WHEREAS, the City of Osawatomie secured some property through purchase and purchase of easements; and

WHEREAS, USD 367 agreed to allow the City to access their property in order to complete the trail connection; and

WHEREAS, it's only appropriate that this grant of property access be properly recorded; and

WHEREAS, it's been felt by both properties that this could be accomplished through a Licensing Agreement.

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

SECTION ONE: City Council direct the City Manager and City Attorney to complete the necessary licensing documents necessary to grant the City access and use of the school lands that the trail crosses.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2020, 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.M
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 834 – A Resolution relating to the review and acceptance of City Council Policies 101 through 107.

RECOMMENDATION: Approve Resolution 834 relating to the review and acceptance of City Council Policies 101 through 107.

DETAILS: Council Policies should be reviewed at the end of every calendar year so that City Council has an annual opportunity to review, amend, or rescind previously passed policies. This will become routine.

RESOLUTION NO. 834

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION RELATING TO THE REVIEW AND ACCEPTANCE OF CITY COUNCIL POLICIES 101 THROUGH 107.

WHEREAS, the City of Osawatomie through its City Council established City Council Polices 101 through 107; and

WHEREAS, the City Council through the adoption of Resolution 787 agreed to a regular review of said policies; and

WHEREAS, the policies have been provided to the City Council for their review

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

SECTION ONE: City Council has reviewed City Council Policies and has found the following items they want corrected (or none)

And if no changes are offered thus finds the City Council to be in agreement to the currently published City Council policies.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10thth day of December, 2020, 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



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

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

L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 101

Budget Amendments

1.01 It shall be the policy of the City of Osawatomie to authorize budget amendments as follows:

- a. Budget amendments between line items within the same object classification (account groupings such as "Personal Services" or "Contractual Services") may be approved by the City Manager.
- b. Budget amendments between line items outside of the same object codes but within the same department budget shall be approved by the City Manager and ratified by the City Council.
- c. Budget amendments between departments shall be approved by the City Council upon the recommendation of the City Manager.
- d. Budget amendments between funds shall follow the standard process in conformance with State Statutes.

1.02 No purchases which exceed budget authority as amended through the process described above shall be authorized for payment.

APPROVED BY THE GOVERNING BODY ON MAY 28, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 102

Expenditure Authorization

- 1.01 Department heads are hereby authorized to spend according to their approved budget, exclusive of all capital equipment purchases greater than \$2,500, which must be approved by the City Manager. For purposes of this policy, the term "City Manager" may also refer to his/her designee.
- 1.02 The City Manager is authorized to spend according to the Citywide approved budgets and annual 10-Year Major Equipment Replacement Schedule. It is the responsibility of the City Manager on all capital equipment purchases over \$2,500 and under \$10,000 to solicit bids or quotes and on all capital equipment purchases over \$10,000 to solicit written bids and make the purchase on the lowest and/or best bidder. In the case of an emergency, the City Manager is authorized to expend funds from the City's General Fund Contingency Account without obtaining bids or quotes.
- 1.03 A listing of all purchases will be presented in the Monthly Appropriations Report to the City Council and will be available to the public in the City Clerk's Office.
- 1.04 For all capital equipment purchases over \$2,500 that are not part of the approved budget or annual 10-Year Major Equipment Replacement Schedule the City Manager shall cause bids to be solicited, and shall forward the purchase recommendation to the responsible City Council committee for action by the Committee and the City Council.
- 1.05 For all bids awarded by the City Council it will be the responsibility of the City Manager to make the appropriate expenditures in accordance with the bid approved by the City Council.
- 1.06 The City Manager has the authority to approve change orders related to a Capital Improvement Project up to a cumulative total of 2% of the bid or proposal and less than \$20,000. The City Manager at the time a project is bid can request that the City Council grant a waiver to this Policy. This waiver will only be granted if a Resolution establishing a new maximum amount is presented to the City Council for consideration and passed by a majority of the Governing Body.

APPROVED BY THE GOVERNING BODY ON JULY 9, 2020

CITY OF OSAWATOMIE



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

L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 103

Funeral Gifts and Memorials

- 1.01 It shall be the policy of the City of Osawatomie to donate gifts upon the death of an employee, elected official, appointed official, or any related family member.
- 1.02 Family member shall be based on the definition proved in the City of Osawatomie's Personnel Policy.
- 1.03 Gifts shall not exceed \$75.00 and will be paid out of the General Fund Administration account.
- 1.04 The Mayor has the authority to expand the definition of this policy and donate gifts to other civic leaders and their family members.
- 1.05 Persons wishing to install memorials in City-owned public spaces must adhere to specified memorial regulations regarding size, installation location, type of memorial, etc., which will be submitted to the City Manager, or his/her designee, for approval.
- 1.05 The City Council will on a bi-annual basis review this policy to ensure that the gift amount is appropriate.

APPROVED BY THE GOVERNING BODY ON JULY 9, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 104

Tax Increment Financing Policy

1.01 OBJECTIVES

The purpose of this Policy is to establish the official position and procedures of the City of Osawatomie, Kansas, for considering applications for Tax Increment Financing (“TIF”) used for economic development and redevelopment purposes in accordance with the provisions of K.S.A. 12-1770 through 12-1780.

1.02 SCOPE

The City recognizes that the proper use of Tax Increment Financing can promote, stimulate and develop the general and economic welfare of and quality of life in the City. The City is committed to the high quality and balanced growth and development of the community; to preserving the City’s unique character and distinctive atmosphere; and to revitalizing and redeveloping areas of the City. Although the City does not encourage the practice of subsidizing private businesses with public funds, insofar as the City’s objectives are substantially advanced by the expansion of the tax base and enhancement of the local economy, the City will consider, on a case-by-case basis, the approval of TIF projects where, but for the availability of TIF, such projects would not be economically viable. It is the policy of the City that any decision regarding the approval of TIF projects will be made in accordance with the guidelines, criteria, and procedures outlined in this Policy. Nothing herein shall imply or suggest that the City be under any obligation to approve a TIF project for any applicant.

1.03 DEFINITIONS

For the purpose of this Policy, the words or phrases as used in either the Kansas Constitution, applicable State statutes, or this Policy shall have meaning or be construed as follows:

Applicant: The individual or business and its officers, employees, and agents requesting approval of the TIF Project.

Associated Therewith: As used with respect to tangible personal property shall mean being located within, upon, or adjacent to buildings or added improvements to buildings.

Blighted Area: An area of real property qualifying as such, in the opinion of the Governing Body, pursuant to K.S.A. 12-1771.

Feasibility Study: A comprehensive study, prepared as required under K.S.A. 12-1771, which shows the benefits derived from the TIF Project will exceed the costs and the income therefrom will be sufficient to pay for the Project.

Redevelopment Plan: A description of a TIF Project, which includes the requirements of K.S.A. 12-1772.

TIF District: An area determined to be a redevelopment district by the Governing Body pursuant to the requirements of K.S.A. 12-1771.

TIF Project: The improvements to real property for which Tax Increment Financing has been approved.

Tax Increment: The difference between the amount of *ad valorem* property taxes assessed against the TIF District prior to the completion of the TIF Project and the amount of *ad valorem* property taxes assessed against the TIF District after completion of the TIF Project. For example, if the taxes assessed prior to completion of the TIF Project were \$5,000, and the taxes assessed after the completion of the TIF Project were \$50,000 annually, the “tax increment” would be \$45,000.

1.04 PROVISIONS

A. Legal Authority

Pursuant to K.S.A. 12-1771, the City may create TIF Districts in blighted areas, conservation areas, and enterprise zones created pursuant to K.S.A. 12-17,110. Certain costs of improvements within the TIF District may be reimbursed to the developer or paid through the issuance of special obligation bonds or full faith and credit bonds. Funds to pay the reimbursement or to retire the bonds are generated by the tax increment and other sources that may be pledged by the City. This authority is discretionary and the City may provide for Tax Increment Financing in an amount and for the purposes more restrictive than that authorized by statute.

No privately owned property shall be acquired and redeveloped under the provisions of the Act if the Miami County Board of Commissioners or the Board of Education levying taxes on property proposed to be included in the TIF District determines that the proposed TIF District will have an adverse effect on such county or school district.

B. Eligible TIF Expenses

The Act specifies permissible TIF expenses, including:

- a. Acquisition of property within the TIF Project area;
- b. Payment of relocation assistance;
- c. Site preparation;
- d. Sanitary and storm sewers and lift stations;
- e. Drainage conduits, channels and levees;
- f. Street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;
- g. Street lighting fixtures, connection and facilities;
- h. Underground gas, water, heating, and electrical services and connections located within the public right-of-way;
- i. Sidewalks and pedestrian underpasses or overpasses;
- j. Drives and driveway approaches located within the public right-of-way;
- k. Water mains and extensions;
- l. Plazas and arcades;
- m. Parking facilities, including parking structures;
- n. Landscaping and plantings; fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; and
- o. All related expenses to redevelop and finance the Redevelopment Project

The costs of construction of buildings or other structures to be privately owned are not eligible TIF expenses.

C. Bond Authority

The City may use proceeds of special obligation bonds or full faith and credit tax increment bonds to finance the undertaking of a redevelopment project, as provided in K.S.A. 12-1774. The maximum maturity of any such special obligation bonds or full faith and credit tax increment bonds shall be twenty (20) years. The City may also issue industrial revenue bonds or private activity bonds to benefit a developer located within a TIF District.

1. Special Obligation Bonds

The City may issue special obligation bonds to finance permissible expenses of the TIF District. Such bonds shall be payable, both as to principal and interest: (1) from property tax increments allocated to, and paid into a special fund of the City; (2) from revenues of the City derived from or held in connection with the undertaking and carrying out of any Project; (3) from private sources, contributions or other financial assistance from the state or federal government; (4) from the increased franchise fees and city sales tax; or (5) from any combination of these methods.

Special obligation bonds are not general obligations of the City, nor in any event shall they give rise to a charge against its general credit or taxing powers or is payable out of any funds or properties other than those sources set forth above. Should the annual increment fall short of the amount necessary to pay the principal and interest of the special obligation bonds issued under this Policy, the remaining amount payable is the responsibility of the applicant, not the City.

If a special obligation bond issued under this Policy is offered to the public, an investment grade rating must be assigned to the issue; if the bond is privately placed, it may be issued without a rating, but must be sold to an accredited investor as that term is defined by securities industry standards.

2. Revenue Bonds

Industrial revenue bonds may be issued by the City pursuant to K.S.A. 12-1740 *et seq.* to benefit a developer within the TIF District. All state law benefits associated with such bonds shall be available, except that no *ad valorem* tax abatement shall be available.

D. Reimbursement Authority

Pursuant to Attorney General Opinion 96-45, TIF can be used to reimburse a developer for eligible TIF expenses as opposed to issuing bonds; this is the preferred method of granting TIF benefits. Under this method, the City agrees to reimburse the developer for eligible TIF expenses over a period of time not to exceed twenty (20) years with interest on the outstanding reimbursement amount. The reimbursement amount and interest is paid solely from all or a portion of the tax increment, and the developer takes the risk that the portion of the increment pledged for reimbursement will be insufficient to retire the eligible TIF expenses and interest.

E. Amount of Tax Increment Financing Available

1. Criteria

The primary objectives of the City in granting TIF for economic development are: (a) promote, stimulate and develop the general and economic welfare of the citizens of Kansas and the City; (b) promote the general welfare of the citizens of Kansas the City through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the City; (c) create new jobs and retain existing jobs; and (d) expand the economic and tax base of the City. The City recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment plans. As a result, in determining the actual amount and duration of TIF to be granted, the City shall consider the factors and criteria set forth in this Policy under the Analysis of Costs and Benefits, as well as the amount and duration of previous TIF Projects supported by the City.

2. Capital Investment

To be considered for TIF, an individual or business should be making a minimum capital investment in the City of \$5,000,000.00. The term "capital investment" means the acquisition cost of land, buildings and tangible personal property constituting capital assets for accounting purposes. The minimum amount of capital investment required for TIF Projects, as provided herein, may be waived by the City based upon the unique nature of the project as determined by the Governing Body.

F. Analysis of Costs and Benefits

Prior to granting TIF, the City shall prepare, or direct to be prepared, a cost benefit analysis examining the costs and benefits to the public of the proposed TIF Plan. The Cost-Benefit Analysis shall be performed on a model approved by the City and shall be in addition to the Feasibility Study. The cost of preparing the Cost-Benefit Analysis shall be paid by the applicant. This cost will be in addition to the application fee required under this Policy. The City shall use the Cost-Benefit Analysis to assist in its decision-making process, but the results of the analysis will not be determinative or obligate the City to any course of action. The Cost-Benefit Analysis shall consider, but not be limited to, the following factors, as applicable:

1. The market value of the applicant's investment in real and personal property;
2. The property tax, sales tax, franchise fees, transient guest tax, and other tax and revenue that may result and directly benefit the City;
3. The number and average employee salary of full-time equivalent jobs that will be created;
4. The expenditures that local government will need to make to provide streets and utilities, police and fire protection, and other services as a result of the TIF Project;
5. The expenditures for police and fire protection, recreation, street maintenance, social programs, etc., for the new residents associated with the TIF Project;
6. The expenditures for public capital investments (library, streets, etc.) for the new residents associated with the TIF Project;
7. The expenditures by the local school district(s) to provide the facilities and to educate the students of the new residents associated with the TIF Project;
8. Other public or private expenditures associated with attracting a new business;
9. The kinds of jobs created in relation to the types of skills available from the local labor market;

10. The degree to which the ultimate market for the applicant's business products and services is outside the community, recognizing that outside markets infuse "new money" to the local economy;
11. The potential of the applicant's business for future expansion and additional job creation;
12. The indirect costs and benefits the applicant's business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing;
13. The compatibility of the location of the applicant's business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services;
14. An evaluation of the applicant's current and projected financial strength and market viability;
15. The number and average employee salary of full-time equivalent jobs that will be retained in the City, community, or State as a result of the applicant's decision to locate or remain in the City; and
16. The value added, including tangible costs and benefits such as City reputation, congestion, environment, and quality of life to the City and community as a result of the unique nature of the applicant's business.

G. Application of "But-For" Principle

All TIF applications shall be considered in light of the "but-for" principle, i.e., the TIF must make such a difference in the decision of the applicant that the Project would not be economically feasible but for the availability of the TIF. The Governing Body does not encourage the subsidy of private businesses with public funds, the indirect consequence of TIF, unless some measurable public good results, as determined by the City, and the public subsidization can reasonably be expected to make a significant difference in achieving one or more objectives of the City. The Governing Body shall also review the Internal Rate of Return to make sure that TIF revenues are necessary in achieving a rate of return commensurate with the risk and size of the project.

H. Unfair Competition

In reviewing TIF proposals, the Governing Body shall consider whether or not such financing is likely to create an unfair advantage for the applicant over any existing competing business within the City.

I. Distribution of *Ad Valorem* Taxes

All tangible taxable property located within a TIF District shall be assessed and taxed for *ad valorem* tax purposes pursuant to law in the same manner that such property would be assessed and taxed if located outside such district, and all *ad valorem* taxes levied on such property shall be paid to and collected by the county treasurer in the same manner as other taxes are paid and collected.

Some or all of the increment in ad valorem property taxes resulting from a redevelopment district may be apportioned by the City to a special fund for the payment of the eligible TIF expenses of the TIF Project, including reimbursement or the payment of principal and interest on any special obligation bonds or full faith and credit tax increment bonds issued.

J. Condemnation

The use of condemnation, permitted under K.S.A. 12-1773, will be considered by the Governing Body only upon a finding that the applicant has attempted, in good faith, to acquire the property privately. In the event condemnation is approved by the Governing Body, the applicant shall be responsible for all costs associated with the proceedings, including court or litigation costs, attorney's fees and the final condemnation awards made.

K. Waiver of Requirements

The Governing Body reserve the right to grant or deny TIF for the development or redevelopment of a District under circumstances beyond the scope of this Policy, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any procedural requirement of State Law.

1.05 PROCEDURES

The following basic procedures shall govern the approval of TIF Projects within the City. All requests for Tax Increment Financing shall be considered and acted upon in accordance with this Policy.

A. Proposal

The applicant shall apply for approval of a TIF Project by filing with the Public Works Department five (5) copies of a written proposal on a form provided by the Public Works Department. The proposal shall include, but is not limited to: (a) a proposed comprehensive plan that identifies all the proposed redevelopment project areas and that identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved in each redevelopment project area; (b) description and map of the proposed redevelopment district; (c) description of the proposal boundaries of the redevelopment district; (d) information regarding expected capital expenditure by the applicant; and (e) a proposal for development assistance. The Public Works Department shall retain one copy and distribute the remaining copies to: City Manager, City Attorney, City Clerk and City Treasurer. The City will consider full and complete proposals, and additional information as may be requested by the Governing Body. Any inaccuracy, misstatement of or error in fact may render the proposal null and void and may be cause for the repeal of any development assistance rendered through the TIF statutes granted by the City in reliance upon said information.

B. Proposal and Renewal Fees

All proposals shall be accompanied by an application fee of \$5,000. This fee is in addition to other fees which may be required by the City, including fees for the issuance of tax exempt or taxable bonds, costs incurred for preparation of the Feasibility Study as required by K.S.A. 17-1771, costs associated with the Cost and Benefit Analysis required by the City and costs incurred, if any, for review and work done by the City's Financial Advisor and Bond Counsel. Actual costs incurred for review shall be billed by the City Clerk for payment within thirty (30) days of the review process.

C. Initial Review Procedure

On receipt of the completed proposal and the required fee, the City Manager shall determine whether the proposal is complete and sufficient for review. If the proposal is complete, the City Manager shall immediately notify the applicant of the need for such changes or additions as

deemed necessary. The matter shall then be referred to the City Attorney for a decision as to whether the proposed area of a redevelopment meets the requirements of a redevelopment district, as described under K.S.A. 12-1771. The City Manager shall notify the Finance Committee of the Governing Body, if the proposal is found complete and is for a purpose, which appears to be authorized by law.

D. Review by Finance Committee

The Finance committee ("Committee") shall review requests and applications for TIF, evaluate the proposed TIF District and verify that redevelopment is necessary to promote the general and economic welfare of the City, gather and review such additional information as may be deemed necessary to determine if the applicant meets the objectives of this Policy, conduct preliminary discussions with the applicant, discuss terms of an agreement to be drafted by the City Attorney or his/her designee for Governing Body consideration and to recommend to the Governing Body whether the proposal should be favorably considered. In reviewing the information, the Committee may utilize the services of consultants, including but not limited to bond counsel and financial advisors. Committee records, including proposals submitted for TIF, may be withheld from public disclosure as provided under the Kansas Open Records Act, but shall be available for public inspection when otherwise required by law.

E. Governing Body Action

1. Reviewing and Establishing the TIF District

Upon receiving the recommendation of the Committee, the Governing Body shall determine whether to reject the TIF proposal or to further consider the request. Upon a favorable vote for further consideration, the Governing Body shall take action to establish a TIF District, unless such District is already in existence. The Governing Body must conclude that redevelopment of the proposed area is necessary to promote the general and economic welfare of the City. If such a finding is made the Governing Body may adopt a resolution.

A. TIF District Resolution

The resolution shall state that the City is considering the establishment of a TIF District; additionally, it shall: (1) give notice that a public hearing will be held to consider the establishment of a redevelopment district and to fix the date, hour and place of such hearing; (2) describe the proposed boundaries of the redevelopment district; (3) describe a proposed comprehensive plan that identifies all of the proposed redevelopment project areas and that identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved in each development project area; (4) state that a description and map of the proposed redevelopment district are available for inspection at a time and place designated; and (5) state that the Governing Body will consider findings necessary for the establishment of a redevelopment district.

No elected or appointed officer, employee or committee of the City, and no Chamber of Commerce, Board, Development Council, or other public or private body or individual, shall be authorized to speak for and commit the Governing Body to the provision of TIF, nor to the establishment of TIF District. Such resolution shall be an expression of good faith intent, but shall not in any way bind the City to establishing a TIF District.

B. Notice and Hearing

No TIF District shall be established, nor TIF granted, by the City prior to notice and a public hearing as required by K.S.A. 12-1771. Upon request, the City Clerk shall provide any public agency with a copy of the proposal and a description and map of the proposed TIF District. The applicant or his/her designee is required to attend the public hearing.

C. Establishing the TIF District

Upon the conclusion of the public hearing and determination by Osawatomie City Attorney that the proposed area complies with K.S.A. 17-1771, the Governing Body may establish the TIF District by ordinance. Any addition of area to the TIF District or any substantial change to the comprehensive plan shall be subject to the same procedure for public notice and hearing as is required for the establishment of the District.

2. The Redevelopment Project

The Governing Body and the Planning Commission will consider the redevelopment project as proposed. Together, they will prepare a redevelopment plan. The Planning Commission must determine that the Plan is consistent with the comprehensive general plan for the development of the City.

A. Redevelopment Plan

The redevelopment plan shall include: (1) a summary of the Feasibility Study; (2) a reference to the redevelopment district that identifies the redevelopment project area that is set forth in the comprehensive plan that is being considered; (3) a description and map of the area to be redeveloped; (4) the relocation assistance plan, as required by K.S.A. 17-7777; (5) a detailed description of the buildings and facilities proposed to be constructed or improved in such area; and (6) any other information the Governing Body deems necessary to advise the public of the intent of the Plan.

A copy of the redevelopment plan shall be delivered to the Miami County Board of Commissioners and the Board of Education of any school district levying taxes on property within the proposed redevelopment project area. Upon a finding by the Planning Commission that the redevelopment plan is consistent with the comprehensive general plan for the development of the City, and determination by the Governing Body that said Plan shall be further considered, the Governing Body will or may adopt a resolution.

B. Redevelopment Plan Resolution

The resolution shall state that the Governing Body is considering the adoption of the Plan. Such resolution shall: (1) give notice that a public hearing will be held to consider the adoption of the redevelopment plan and fix the date, hour and place of such public hearing; (2) describe the boundaries of the TIF District within which the redevelopment project will be located and the date of establishment of such a district; (3) describe the boundaries of the area proposed to be included within the TIF Project area; and (4) state that the redevelopment plan, including a summary of the Feasibility Study, relocation assistance plan and financial guarantees of the prospective developer and a description and map of the area to be redeveloped are available for inspection during regular office hours in the office of the City Clerk.

Where the Governing Body determine that it will or may issue full faith and credit tax increment bonds to finance the redevelopment project, in whole or in part, the resolution shall also include notice thereof.

The date fixed for the hearing shall be no less than 30 or more than 70 days following the date of the adoption of the resolution fixing the date of the hearing.

3. Hearing

At the public hearing, a representative of the City shall present the City's proposed redevelopment plan. Following the presentation of the Plan, all interested persons shall be given an opportunity to be heard. The Governing Body for good cause shown may recess such hearing to a time and date certain, which shall be fixed in the presence of persons in attendance at the hearing.

Following the public hearing, the Governing Body may adopt the redevelopment plan by ordinance passed upon a 2/3 vote. Any substantial changes to the Plan as adopted shall be subject to public hearing.

No full faith and credit bonds or special obligation bonds may be issued until the sixty-day protest period expires after the date of the public hearing.

F. Acquisition of Land

The City may proceed to acquire property within the TIF District by purchase or eminent domain (with 2/3 vote of the Governing Body) and implement the Plan. However, the City may not exercise eminent domain in conservation areas.

1.06 Responsibility for Enforcement

The City Manager shall be responsible to the Governing Body for the enforcement of this Policy.

REFERENCES

K.S.A. 12-1770 through 12-1780; 12-17,110; and 12-1740.

APPROVED BY THE GOVERNING BODY ON _____, 20__

**CITY OF OSAWATOMIE
439 MAIN ST.
OSAWATOMIE, KANSAS 66064
(913) 755 - 2146**

APPLICATION FOR TAX INCREMENT FINANCING

(Applicant may attach supplemental documents to the application rather than typing the answers on the form below. The supplemental documents shall be in the same order as requested below.)

A. Project:

- 1. Business Name _____
- Address _____
- Telephone # _____
- Fax # _____
- Contact Person _____

2. Brief description of business.

3. Names and addresses of the principal owners, officers, and directors of the firm requesting the Tax Increment Financing.

4. Legal description, address, parcel IDs, and size of project site.

5. Proposed Project: Description of building(s) including square footage, materials, proposed use, etc. Attach site plan if available.

6. If property is to be subdivided, describe division planned.

7. Estimated Project Costs: (Please enclose construction pro forma, if available)

- a. Land Acquisition \$ _____
 - b. Public Improvements _____
 - c. Site Improvements _____
 - d. Demolition _____
 - e. Building(s) _____
 - f. Equipment _____
 - g. Architectural & Engineering Fees _____
 - h. Legal Fees/Other Consulting Fees _____
 - i. Financing Costs _____
 - j. Contingencies _____
 - k. Other _____
 - l. Other _____
- TOTAL: \$ _____

8. Source of Financing

- a. Equity \$ _____
 - b. Bank Financing _____
 - c. Tax Increment Assistance _____
 - d. Other _____
 - e. Other _____
- TOTAL: \$ _____

9. Form of tax increment financing requested: _____ Pay-as-You-Go or
_____ Bonds.

10. Name and address of architect, engineer and general contractor

11. Project Construction Schedule

- a. Construction Start Date _____
- b. Construction Completion Date _____
- c. If phased project:

_____ Year	_____ % Complete
_____ Year	_____ % Complete

12. Total estimated market value of project upon completion \$_____

13. Estimated real estate taxes generated by project upon completion (Please show calculations)

14. Projected number of new jobs created:

- _____ Full-time
- _____ Part-time
- _____ Seasonal

B. Tax Increment Financing Request

1. Describe the amount and purpose for which tax increment financing is required.

2. Statement of necessity for use of tax increment financing for project.

3. Specify below any other data or information you deem pertinent for the City's consideration in this application:

4. If requesting bonds, please attach two complete sets of the following items to the application:

- a. Certified copies of the applicant's financial audits for the past three years
- b. Applicant's most recent annual or quarterly financial report

5. Applicant acknowledges and agrees that all fees and expenses incurred in connection with this application or establishment of the TIF project, whether or not approved, will be paid by the

Applicant. The Applicant shall hold the City, its officers, consultants, attorneys and agents harmless from any and all claims arising from or in connection with the Project, including but not limited to any legal or actual violations of any State or Feder securities laws.

Applicant agrees and understands that a **non-refundable application fee of \$5,000** to the City of Osawatomie must be submitted with this application.

Partial completion of this application is permitted, however, prior to the adoption of the TIF agreement, the remaining supplementary information to complete this application must be furnished. Additional information may be required by the City’s Attorney, Bond Counsel, or Financial Advisor.

It is understood and agreed the information required in this application or any other information will be disclosed to the City’s financial team and may be disclosed to the public.

Applicant recognizes and agrees that the City reserve the right to deny any Application for Tax Increment Financing at any state of the proceedings prior to adopting the resolution approving the district, that the Applicant is not entitled to rely on any preliminary actions of the City prior to the final resolution, and that all expenditures, obligations, costs, fees or liabilities incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City.

The undersigned, a duly authorized representative of the Applicant hereby certifies that the foregoing information is true, correct and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

DATE: _____

APPLICANT: _____

BY: _____

ITS: _____

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 105

Cell Phone Policy

- 1.01 The City of Osawatomie strives to provide its employees with electronic equipment and communication tools to facilitate the efficient and effective fulfillment of job responsibilities.
- 1.02 It shall be the policy of the City of Osawatomie to issue employees a mobile phone device or to offer a monthly mobile phone stipend in the place of a city issued cell phone to allow efficient and cost-effective execution of City business.
- 1.03 All City-issued mobile phones are subject to the approval of Department Heads and will remain City property at all time
- 1.04 All monthly mobile phone stipends are subject to the approval of Department Heads.
- 1.05 The amount of the mobile phone stipend is \$40 per month and will be paid through the payroll system as a taxable benefit. This rate is administered and overseen by the Finance and Human Resources departments and will be reviewed yearly.
- 1.06 Employees are required to provide the department head the phone number for any City-issued mobile phone or mobile phone which a stipend is received.
- 1.07 Employees are required to have any City-issued mobile phone or mobile phone which a stipend is received with them and on during their assigned shift.
- 1.08 Employees must log in to the phone with at least one method: a password, pass-code, pattern, and/or biometric measure (fingerprint, face scan). Employees who fail to meet requirements to secure and maintain the cell phone may be subject to disciplinary action.
- 1.09 Any accessories and/or special features, other than a City-issued protective case for City-issued phones will be at the employee's expense. All repairs, maintenance, loss of cell phone and/or accessories will generally be the responsibility of the City for City-issued phones.. Employees may, however, be liable for costs of replacement or other expenses if it is determined that they did not use reasonable care and control to protect the device.

- 1.10 New phones, accessories and/or special features will be at the employee's expense when receiving a mobile stipend. All repairs, maintenance, loss of cell phone and/or accessories will be the responsibility of the employee when receiving a mobile stipend.
- 1.11 Records conducted on behalf of the city are subject to the Kansas Open Records act under KSA Section 45-402(d) and must be maintained as required.
- 1.12 Employees whose duties no longer require a city-issued phone or whose employment is terminated are required to surrender the phone to their Department Head or Human Resources.
- 1.13 If the Department Head authorizes usage of an application (or app) on a personally-owned device for which the employee has to sign in using credentials or accounts provided by the city, then upon separation from the City the employee may be required to show that they have logged out or removed the app from their device.
- 1.14 Employees will be required to sign a mobile device policy to certify that they have read and understand the policy.

APPROVED BY THE GOVERNING BODY ON SEPTEMBER 24, 2020

CITY OF OSAWATOMIE



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ozcity@osawatomeks.org
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L. Mark Govea, Mayor

Mobile Device Stipend Policy

The City of Osawatome offers a monthly mobile phone stipend in the place of a city issued cell phone to allow efficient and cost-effective execution of City business. All stipends are subject to the approval of Department Heads. The stipend is paid through the payroll system as a taxable benefit. The current stipend is \$40 monthly. This rate is administered and overseen by the Finance and Human Resources departments and will be reviewed yearly.

Employees must provide their cell phone number to the department and the phone must be on and with you during your assigned shift.

New phones, accessories and/or special features will be at the employee's expense. All repairs, maintenance, loss of cell phone and/or accessories will be the responsibility of the employee.

Employees must log in to the phone with at least one method: a password, passcode, pattern, and/or biometric measure (fingerprint, face scan). Employees who fail to meet requirements to secure the cell phone may be subject to disciplinary action.

Employees must keep updates current on the operating systems, applications, or other software on the mobile device.

Records conducted on behalf of the city are subject to the Kansas Open Records act under KSA Section 45-402(d) and must be maintained as required.

If the Department Head authorizes usage of an application (or app) on a personally-owned device for which the employee has to sign in using credentials or accounts provided by the city, then upon separation from the City the employee may be required to show that they have logged out or removed the app from their device.

EMPLOYEE CERTIFICATION: I have read and understand the requirements of the City of Osawatome Mobile Device Stipend Policy and agree to adhere to them.

Employee Signature

Date: _____

Department Head: _____

Date: _____

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 106

Recognition of Retirees

- 1.01 Upon the retirement of a City employee from City service, the City Council may recognize the retiree with a plaque and a ceremony at regular City Council meeting.
- 1.02 Other City employees or officials may host a ceremony for the retiring employee. For City employees with more than ten years of service to the City of Osawatomie, City funds up to \$200 may be used to host a retirement reception and/or purchase a gift. The City Manager may increase the amount of money allocated for the gift and reception based on a retiree's contribution and tenure with the City. For City employees with less than ten years of service to the City of Osawatomie, City funds will not be used for any recognition other than that expressly authorized by the City Council.
- 1.03 Other City employees leaving City service with proper notice and otherwise in good standing may be recognized in an appropriate manner with approval of the City Manager and/or the Mayor.
- 1.04 For Osawatomie Volunteer Fire Department employees with more than 20 years of service to the City of Osawatomie, City funds up to \$500 may be used to purchase a commemorative axe in recognition of their contribution.

APPROVED BY THE GOVERNING BODY ON 11-12, 2020

CITY OF OSAWATOMIE



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ozcity@osawatomiaks.org
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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 107

Policy Relating to the Naming of Public Places

NAMING OF CITY-OWNED PUBLIC BUILDINGS AND PROPERTIES

The City of Osawatomie will choose names for public buildings and property owned by the City of Osawatomie based on the building's or property's relationship to any of the following criteria:

- A. Neighborhood, geographic or common usage identification.
- B. Building's or property's purpose.
- C. A natural or geological feature.
- D. A historical figure or place.
- E. A deceased individual (minimum of one year) who has made a significant land, building, or monetary contribution to the City for the building or property being named.
- F. A deceased individual (minimum of one year) who has contributed outstanding civic service to the City.

NAMING OF CITY-OWNED PUBLIC BUILDINGS AND PROPERTIES - PROCEDURE

- A. Whenever the City or an individual wishes to consider naming a City-owned building or property, the issue shall be referred to the City Council to establish the specific process and to make a recommendation.
- B. Before taking action, the City Council shall provide an opportunity for public comment on the recommendation(s) from the Council.

1. NAMING OF INTERIOR FEATURES

- A. The interior features of a City-owned building may be named separately from the main building subject to the criteria and procedures set forth in this Policy.

2. NAME CHANGES

- A. Designation of a name shall not prohibit the renaming of the building or property at a future date, or the designation of a sunset for the name at the time of approval.

- B. Name changes shall be subject to the criteria and procedures set forth in this Policy.

NAMING OF PARKS AND PARK FACILITIES

- A. It is the policy of the City to follow this procedure to establish names for parks and other park facilities.
- B. A working name for the park or park facility will be assigned by City of Osawatomie staff at the time of land purchase or donation. Suggested names will be historical, geographical, or the name of a boundary street.
- C. A permanent name for the park or park facility will be assigned at the time of the approval of the final park development.
- D. In naming parks and other park facilities, consideration shall be given primarily to:
 1. Neighborhood, boundary roads, or common usage identification;
 2. A natural or geographical feature;
 3. Significant historical events or cultural attributes;
 4. A historical figure;
 5. An individual (living or deceased) who has contributed outstanding civic service to the City or has been instrumental in acquiring or developing parks properties;
 6. A name chosen by an individual (living or deceased) who has made a significant land, and/or monetary contribution to the park system;
 7. Organizations having contributed to and influenced the betterment of the City.
- E. Parks and park facilities shall not ordinarily be named for living persons unless they have stipulated the name as a condition of donation.

NAMING OF PARKS AND PARK FACILITIES - PROCEDURE

- A. Suggestions for names for parks or park facilities shall be solicited from organizations, neighborhood residents, individuals, and the media. All suggestions, solicited or not, shall be acknowledged and recorded for consideration by City Staff.
- B. The City Council shall host a public hearing to provide an opportunity for public comment on name recommendations.
- C. City Staff will review names and make recommendations for the City Manager to present to the City Council.
- D. The department shall wait at least one year between receipt of a name proposal related to a current event before final recommendation of that name.
- E. Facilities shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.

APPROVED BY THE GOVERNING BODY ON _____, 20__



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.N
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 835 – Resolution of the City of Osawatomie, Kansas Designating the Floating Holiday for 2021.

RECOMMENDATION: Approve Resolution 825 that designates the floating holiday for 2021.

DETAILS: The City of Osawatomie’s Personnel Handbook dictates that the floating holiday shall be designated in December of the preceding year by the City Manager.

RESOLUTION NO. 835

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
DESIGNATING THE FLOATING HOLIDAY FOR 2021.**

WHEREAS, the Governing Body through the City of Osawatomie Personnel Policies and Guidelines have established a floating holiday; and

WHEREAS, it's left to the City Manager to establish the floating holiday in the year previous to it being taken; and

WHEREAS, it's appropriate for the City Manager to inform and request a Resolution establishing side "floating" holiday.

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

SECTION ONE: The Governing Body accepts the recommendation of the City Manager to designate Friday, December 24, 2021 as the floating holiday for the calendar year 2021.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 10th day of December 2020, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatombie

ACTION ITEM SUMMARY	Item Number:	10.O
	Date:	December 7, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 836 – A Resolution of the City of Osawatombie, Kansas establishing the Planning Sustainable Place Calendar and selecting two City Councilmembers to serve on the Osawatombie Community Planning Group (OZCOMP).

RECOMMENDATION: Approve Resolution 836 a Resolution of the City of Osawatombie, Kansas establishing the Planning Sustainable Place Calendar and selecting _____ and _____ to serve on the Osawatombie Community Planning Group (OZCOMP).

DETAILS: OZCOMP is the steering committee that will be assisting in the Planning Sustainable Places grant. We’ve finalized the makeup of OZCOMP

Two (2) members of the City Council	Two (2) members of the Planning Commission
Two (2) members of the Chamber of Commerce	Two (2) members of the Ministerial Association
Two (2) members of the School Community	Mayor Chamber Director City Manager

OZ COMMONS PLANNING PROCESS

MARC/OSAWATOMIE

JOINT CALENDAR

Milestone	Date
RFP Finalized (ALL)	November 17, 2020
RFP Released (MARC)	December 7, 2020
Pre-Bid Workshop (MARC/CITY)	Week of December 14, 2020
Proposals Due (MARC)	January 15, 2021
OZCOMP Kickoff Meeting	January 18-27
Review of Proposals (ALL – Jan 20 th)	January 18-27, 2021
Interviews (ALL – Feb 10 th) + OZCOMP	Week of February 8, 2021
Negotiate Scope (1 Member PC / Ed / Mike)	February 15-19, 2021
Board Authorization (MARC)	February 23, 2021
Execute Contract (MARC/CITY)	February 24 – March 5, 2021
Notice to Proceed (MARC/CITY)	Within two weeks after contract
Kick off meeting with consultant, City staff, MARC staff (1 Member PC)	Week of April 5, 2021
Review design concepts with City Staff / OZCOMP	Week of May 10, 2021
Public Input Meetings (ALL)	May 18, 2021 and May 20, 2021
OZCOMP holds additional Community Listening/Idea Sessions	June 3, 2021 and June 17, 2021
Reviews by City Staffs and Boards (ALL)– OZCOMP Listening/Idea Sessions	July 1, 2021 and July 15, 2021
Reviews by City Staff, Planning Commission, City Council, OZCOMP	Month of August
Third public meeting to present the Final Report (Chair Presentation / ALL / OZCOMP)	Week of September 13, 2021

1. **1 Member PC** that can make it through the first five “highlighted” items
2. **ALL** is all Planning Commission members are involved
3. **OZCOMP**

RESOLUTION NO. 836

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
ESTABLISHING THE PLANNING SUSTAINBLE PLACES
CALENDAR AND SELECTING TWO CITY
COUNCILMEMBERS TO SERVE ON THE OSAWATOMIE
COMMUNITY PLANNING GROUP (OZCOMP).**

WHEREAS, the City of Osawatomie has received a Planning Sustainable Places grant through the Mid-America Regional Council (MARC); and

WHEREAS, this planning effort will be led by the Osawatomie Community Planning Group (OZCOMP); and

WHEREAS, a tentative calendar has been produces for the coming efforts.

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

SECTION ONE: The Governing Body has selected the following City Councilmember to serve on the OZCOMP board

SECTION TWO: The Governing Body adopts the tentative calendar of activities related to the Planning Sustainable Places grant and planning effort.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 10th day of December 2020, 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.P
	Date:	December 8, 2020
City Manager	From:	Mike Scanlon

RE: Resolution 837 – A Resolution directing the City Manager to extend the preliminary agreement for consideration of a set of solar powered projects benefiting the City of Osawatomie and the surrounding community.

RECOMMENDATION: That the City Council approve Resolution 837 – A Resolution directing the City Manager to extend, by 120-days, a preliminary agreement for consideration of a set of solar powered projects benefiting the City of Osawatomie and the surrounding community.

DETAILS: directs the City Manager to extend by 120-days the 90-day (and 60-day extension) agreement we have with POW Solar LLC to look at potential Solar projects. There is a Solar Tax Credit (26% from the Federal Government) that expires at the end of 2020 that a potential solar project could take advantage of. **So time is of the essence if a project is to be considered** (or there’s a loss of another 4% in credits). Here’s a good summary of the current federal program.

What does the federal solar tax credit extension mean for the solar industry?

The federal ITC was originally established by the Energy Policy Act of 2005 and was set to expire at the end of 2007. A series of extensions pushed the expiration date back to the end of 2016, but experts believed that an additional five-year extension would bring the solar industry to its full maturity. Thanks to the spending bill that Congress passed in late December 2015, the tax credit is now available to homeowners in some form through 2021. Here are the specifics:

2016 – 2019: The tax credit remains at **30 percent** of the cost of the system. This means you can still get a major discount off the [price for your solar panel system](#).

2020: Owners of new residential and commercial solar can deduct **26 percent** of the cost of the system from their taxes.

2021: Owners of new residential and commercial solar can deduct **22 percent** of the cost of the system from their taxes.

2022 onwards: Owners of new commercial solar energy systems can deduct **10 percent** of the cost of the system from their taxes. There is no federal credit for residential solar energy systems.

Related Statute / City Ordinances	Resolution 806, 818
Line Item Code/Description	N/A
Available Budget:	N/A

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 837

A RESOLUTION DIRECTING THE CITY MANAGER TO EXTEND THE SOLAR ORIGINATION AGREEMENT WITH POW SOLAR LLC FOR AN ADDITIONAL 120-DAYS COMMENCING ON THE EXPIRATION OF THE 60-DAY EXTENSION TO THE ORIGINAL PRELIMINARY DEVELOPMENT AGREEMENT.

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

WHEREAS, the City owns a set of properties called “Northland” that were transferred by the State of Kansas to the City for Economic Development purposes; and

WHEREAS, the City has been approached by POW Solar, LLC, a newly formed Texas Limited Liability Company to look at the possible development of a set of solar projects in the community – principal among them the development of a **Baseline Project** which would consist of the following elements; and

- PV Solar
- 3 Megawatt (MW)_{AC}
- 3.9 Megawatt (MW)_{DC}
- Single -Axis Tracker
- Producing 6,800 MWh/year (Year 1)

WHEREAS, there exists a twenty-six (26%) Federal Tax Credit that could make this project attractive to equity investors that is set to expire on December 31, 2020 and makes the consideration of a possible project time sensitive,

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

Section 1. The Governing Body hereby directs the City Manager to undertake the actions necessary to extend by 120-days the 60-day extension of the preliminary agreement for the consideration of projects that are listed on Attachment A to this Resolution.

Section 2. To update the City Council on the progress of this project on a monthly basis and to commit no future funds for this project until directed to do so by the City Council in a formal session taking final action on a contract and associated agreements.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 22nd day of October, 2020, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

ATTACHMENT A

POTENTIAL PROJECTS AND FACILITIES DESIGNATED

UNDER A PRELIMINARY AGREEMENT

Project Grouping	Facilities
City Solar Plant	<p>Approx. 15-25 acres in or near the City of Osawatomie, site to be determined</p> <p>Baseline Project:</p> <ul style="list-style-type: none"> • PV Solar • 3 MW_{AC} • 3.9 MW_{DC} • Single-Axis Tracker • 6,800 MWh/year (Year 1)
Northland Net Zero Microgrid Plant	<p>City/State joint development of 192 acres in proximity of state hospital, to create a solar plus storage net zero microgrid to support further economic development of Northland property prior to 2026</p>
Flint Hills Trail Park	<p>Solar, EV Chargers, Solar shade tables for city park at head of 100-mile rail-to-trail</p>
City Buildings	<p>Key infrastructure buildings within the City of Osawatomie</p>

CITY OF OSAWATOMIE
 YTD TREASURERS REPORT
 AS OF: OCTOBER 31ST, 2020

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	372,201.09	2,426,995.95	2,088,235.62	710,961.42	0.00	(97,457.42)	613,504.00
02 -WATER	264,404.21	850,791.74	817,368.27	297,827.68	0.00	(27,660.67)	270,167.01
03 -ELECTRIC	542,929.30	3,107,470.33	2,874,310.27	776,089.36	0.00	(204,989.61)	571,099.75
04 -SEWER	141,028.42	778,033.03	658,067.89	260,993.56	0.00	(9,314.17)	251,679.39
05 -REFUSE	1,000.30	812.99	405.00	1,408.29	0.00	0.00	1,408.29
06 -LIBRARY	103,858.16	20,275.01	7,510.40	116,622.77	0.00	(433.56)	116,189.21
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	(5,299.73)	0.00	6,640.06	(11,939.79)	0.00	0.00	(11,939.79)
09 -INDUSTRIAL PROMOTION	62,247.43	58,476.43	10,800.93	109,922.93	0.00	(66,550.00)	43,372.93
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	41,502.19	19,037.17	17,674.46	42,864.90	0.00	0.00	42,864.90
12 -STREET IMPROVEMENTS	204,953.25	216,363.21	288,433.51	132,882.95	0.00	(3,812.54)	129,070.41
13 -TOURISM	58,995.41	30,302.45	10,631.31	78,666.55	0.00	(2,371.31)	76,295.24
14 -PUBLIC SAFETY EQUIPMENT	57,251.96	59,080.89	95,013.17	21,319.68	0.00	(770.48)	20,549.20
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	6,689.51	321,329.69	235,213.08	92,806.12	0.00	(1,637.01)	91,169.11
21 -CIP - GENERAL	155,303.47	102,750.00	56,439.31	201,614.16	0.00	(4,199.08)	197,415.08
22 -CIP -WATER	75,000.00	60,000.00	2,372.81	132,627.19	0.00	0.00	132,627.19
23 -CIP - ELECTRIC	102,222.68	100,017.91	45,570.00	156,670.59	0.00	(77,759.12)	78,911.47
24 -CIP - SEWER	150,392.00	56,250.00	48,223.00	158,419.00	0.00	(9,097.39)	149,321.61
25 -CIP - STREET PROJECT	82,400.50	155,000.00	0.00	237,400.50	0.00	0.00	237,400.50
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	31,096.32	144,980.00	106,046.85	70,029.47	0.00	(10,148.05)	59,881.42
31 -EMPLOYEE BENEFITS	252,300.07	695,243.90	571,840.00	375,703.97	0.00	(729.00)	374,974.97
32 -CAFETERIA 125	89,113.40	17,973.48	15,324.66	91,762.22	0.00	0.00	91,762.22
35 -TECHNOLOGY FUND - CIP	35,624.10	56,662.25	72,760.95	19,525.40	0.00	0.00	19,525.40
41 -BOND & INTEREST	180,405.32	687,472.58	771,564.25	96,313.65	0.00	0.00	96,313.65
43 -ELECTRIC DEBT SERVICE	149,988.47	361,750.00	434,101.25	77,637.22	0.00	0.00	77,637.22
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	18,877.04	18,317.00	21,615.50	15,578.54	0.00	0.00	15,578.54
53 -FORFEITURES	13,596.85	7,413.69	400.00	20,610.54	0.00	0.00	20,610.54
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.84	26,989.04	0.00	26,989.88	0.00	0.00	26,989.88
58 -MAYOR'S CHRISTMAS TREE FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93 -CREDIT CARD CLEARING FUND	0.01	17,014.85	0.00	17,014.86	0.00	0.00	17,014.86
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,221,837.56	10,396,803.59	9,256,562.55	4,362,078.60	0.00	(516,929.41)	3,845,149.19

*** END OF REPORT ***

**City of Osawatomie
Year to Date Fund Report
As of October 31, 2020**

	General (1)	Water	Electric	Sewer	Refuse	Library	Rural Fire
Beginning Cash Balances	372,201.09	264,404.21	542,929.30	141,028.42	1,000.30	103,858.16	(5,299.73)
YTD Revenue	2,426,995.95	850,791.74	3,107,470.33	778,033.03	812.99	20,275.01	-
YTD Expense	2,088,235.62	817,368.27	2,874,310.27	658,067.89	405.00	7,510.40	6,640.06
Total Increase/ (Decrease)	338,760.33	33,423.47	233,160.06	119,965.14	407.99	12,764.61	(6,640.06)
Ending Cash Balance	710,961.42	297,827.68	776,089.36	260,993.56	1,408.29	116,622.77	(11,939.79)
Budgeted Expenses	2,775,171.00	1,131,959.00	4,042,279.00	896,898.00	430,000.00	110,500.00	77,067.00
Percent of Budget	75.25%	72.21%	71.11%	73.37%	0.09%	6.80%	8.62%
	Industrial (1)	SP&R	Street Imp	Tourism	Pub Safety (1)	Special 911	Golf
Beginning Cash Balances	62,247.43	41,502.19	204,953.25	58,995.41	57,251.96	9,897.41	6,689.51
YTD Revenue	58,476.43	19,037.17	216,363.21	30,302.45	59,080.89	-	321,329.69
YTD Expense	10,800.93	17,674.46	288,433.51	10,631.31	95,013.17	-	235,213.08
Total Increase/ (Decrease)	47,675.50	1,362.71	(72,070.30)	19,671.14	(35,932.28)	-	86,116.61
Ending Cash Balance	109,922.93	42,864.90	132,882.95	78,666.55	21,319.68	9,897.41	92,806.12
Budgeted Expenses	58,050.00	54,345.75	268,820.00	78,744.00	148,765.00	-	316,261.01
Percent of Budget	18.61%	32.52%	107.30%	13.50%	63.87%	0.00%	74.37%

**City of Osawatomie
Year to Date Balance Sheet
As of October 31, 2020**

	CIP-Gen	CIP- Water	CIP-Electric	CIP-Sewer	CIP-Street	CIP-Grants	CIP-Special
Beginning Cash Balances	155,303.47	75,000.00	102,222.68	150,392.00	82,400.50	3,556.79	31,096.32
YTD Revenue	102,750.00	60,000.00	100,017.91	56,250.00	155,000.00	-	144,980.00
YTD Expense	56,439.31	2,372.81	45,570.00	48,223.00	-	-	106,046.85
Total Increase/ (Decrease)	46,310.69	57,627.19	54,447.91	8,027.00	155,000.00	-	38,933.15
Ending Cash Balance	201,614.16	132,627.19	156,670.59	158,419.00	237,400.50	3,556.79	70,029.47
Budgeted Expenses	140,000.00	70,000.00	85,000.00	2,270,000.00	95,000.00	-	10,000.00
Percent of Budget	40.31%	3.39%	53.61%	2.12%	0.00%	0.00%	1060.47%
	EE Benefits (1)	Cafeteria 125	CIP-Tech	Bond & Int (1)	Elec Debt	Court Adasp	Court Bonds
Beginning Cash Balances	252,300.07	89,113.40	35,624.10	180,405.32	149,988.47	7,401.00	18,877.04
YTD Revenue	695,243.90	17,973.48	56,662.25	687,472.58	361,750.00	-	18,317.00
YTD Expense	571,840.00	15,324.66	72,760.95	771,564.25	434,101.25	-	21,615.50
Total Increase/ (Decrease)	123,403.90	2,648.82	(16,098.70)	(84,091.67)	(72,351.25)	-	(3,298.50)
Ending Cash Balance	375,703.97	91,762.22	19,525.40	96,313.65	77,637.22	7,401.00	15,578.54
Budgeted Expenses	891,920.00	40,000.00	72,038.00	890,451.00	444,100.00	-	26,000.00
Percent of Budget	64.11%	38.31%	101.00%	86.65%	97.75%	0.00%	83.14%

**City of Osawatomie
Year to Date Balance Sheet
As of October 31, 2020**

	Forfeitures	Evidence Liab	Fire Proceeds	CC Clearing	Total
Beginning Cash Balances	13,596.85	12,899.79	0.84	0.01	3,221,837.56
YTD Revenue	7,413.69	-	26,989.04	17,014.85	10,396,803.59
YTD Expense	400.00	-	-	-	9,256,562.55
Total Increase/ (Decrease)	7,013.69	-	26,989.04	17,014.85	1,140,241.04
Ending Cash Balance	20,610.54	12,899.79	26,989.88	17,014.86	4,362,078.60
Budgeted Expenses	-	-	-	-	15,423,368.76
Percent of Budget	0.00%	0.00%	0.00%	0.00%	60.02%

(1) Property tax received from Miami County in January, March and June.