



# Paola City Council Meeting - AGENDA

**Tuesday, January 11, 2022 - 6:00 PM**  
**Paola Justice Center - 805 N PEARL**

YouTube Channel: [https://www.youtube.com/channel/UCElgDJzXV\\_XvXznUfKQomw?](https://www.youtube.com/channel/UCElgDJzXV_XvXznUfKQomw?)

## **PLEDGE OF ALLEGIANCE**

## **CALL TO ORDER**

**ROLL CALL** - Smail \_\_\_\_ Upshaw \_\_\_\_ Peckman \_\_\_\_ Shields \_\_\_\_ Mayor House \_\_\_\_

## **PINNING NEW POLICE CHIEF**

### **1. CONSENT AGENDA**

The items on the Consent Agenda are considered by the Governing Body to be routine business items. Agenda items may be approved by a single motion, second and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request it will be removed from the Consent Agenda and considered separately.

- a. Meeting Minutes – December 14, 2021.
- b. Salary Ordinances - 21-25, 21-26 & 21-27
- c. Appropriation Ordinances - 965.
- d. Pledged Collateral Report – December 2021.

Action - Motion to approve the Consent Agenda as presented and authorize the Mayor to sign.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

### **2. COMMENTS FROM THE PUBLIC**

When addressing the Council, please step to the podium and state your name and address so that it can be recorded in the minutes of the meeting. Please limit your comments to 3 minutes or less and to items NOT on the agenda. Thank you.

### **3. ANNUAL DESIGNATION OF DEPOSITORYIES FOR CITY FUNDS**

Action - Motion to designate Security Bank of Kansas City, Great Southern Bank, First Security Bank, First Option Bank and Landmark National Bank as depositories for City funds.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

### **4. ANNUAL RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY CLAIMS.**

Action – Motion to approve Resolution No 2022-001 authorizing the City Manager to pay claims pursuant to K.S.A. 12-105b(e).

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

### **5. NEW BUSINESS**

#### **a. Personnel Policy Update**

Action - Motion to approve Resolution No 2022-002 amending the City of Paola Personnel Manual, effective January 11, 2022

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

#### **b. Consider an Engineering Contract with Mammoth Sports Construction.**

Action - Motion to approve a contract with Mammoth Sports Construction in the amount of \$ \_\_\_\_\_ for engineering services in Wallace Park.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

#### **c. Consider a proposal for Lake Miola Dam**

Action - Motion to approve the Lake Miola Dam Improvements proposal with BG Consultants in the amount of \$110,000 and authorize the necessary signatures.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## **6. RECREATION COMMISSION APPOINTMENTS**

- a. Consider an appointment for a 2 year term to the Joint Recreation Commission Board.**

Action - Motion to appoint \_\_\_\_\_ to the 2 year term on the Paola Joint Recreation Commission Board.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- b. Consider the appointment for a 3 year term to the Joint Recreation Commission Board.**

Action - Motion to appoint \_\_\_\_\_ to the 3 year term on the Paola Joint Recreation Commission.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## **7. COMMITTEE REPORTS**

## **8. STAFF REPORTS**

## **9. MISCELLANEOUS MATTERS FROM THE COUNCIL**

## **10. MISCELLANEOUS MATTERS FROM THE MAYOR**

**Consider the appointment of Luke DeGrande to the Paola Planning Commission.**

Action – Motion to approve the appointment of Luke DeGrande to the Paola Planning Commission.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Consider the appointment of Chad Corbin to the Paola Housing Authority Board.**

Action – Motion to approve the appointment of Chad Corbin to the Paola Housing Authority Board.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Consider the reappointment of Jon Smail to the Paola Housing Authority Board.**

Action – Motion to approve the reappointment of Jon Smail to the Paola Housing Authority Board.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Consider the reappointment of Leanna Stanchfield to the Paola Housing Authority Board.**

Action – Motion to approve the reappointment of Leanna Stanchfield to the Paola Housing Authority Board.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**11. EXECUTIVE SESSION**

**Discuss Matters Related to Non-Elected Personnel.**

Action - I move city council recess into Executive Session for [desired time length] pursuant to personnel matters of non-elected personnel, K.S.A. 75-4319(b)(1). The purpose of the executive session is to discuss an individual employee's performance and employment and shall include the Mayor and Council. The regular meeting shall reconvene in the Municipal Court Room at [state actual time].

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Action - Motion to reconvene the recessed meeting

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## **12. ADJOURNMENT**

Action – Motion to adjourn.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**~ NOTICE ~**

In compliance with the American with Disabilities Act, individuals needing assistance or other services or accommodation for this meeting should contact City Clerk Stephanie Marler at least 24 hours in advance of this meeting at 913-259-3600.

# DRAFT/UNOFFICIAL

## MINUTES OF THE COUNCIL MEETING OF THE CITY OF PAOLA, KANSAS PAOLA JUSTICE CENTER 805 N PEARL 6:00 O'CLOCK P.M. December 14, 2021

The Governing Body of the City of Paola, Kansas, met with Mayor Stuteville presiding.

**Council Members present:** Mayor Artie Stuteville and Council Members Dave Smail, Trent Upshaw, Leigh House and LeAnne Shields.

**Council Members absent:** None

**Also present:** Acting Interim City Manager Randi Shannon, City Clerk Stephanie Marler, Police Chief Eric Jenkins, City Attorney Lee Tetwiler, Brian McCauley with Miami County Republic, County Commissioner Rob Roberts, HR Director Vicki Belt, Jay & Peg Wieland, Dan & Ruthie Droste, Don and Janet Poore, several members of Leigh House's family and others.

**CALL TO ORDER:** The regular council meeting was called to order by Mayor Stuteville.

**ROLL CALL:** Mayor Stuteville and Council Members Smail, Upshaw, House and Shields were all present.

### Agenda Item 1 - CONSENT AGENDA

- a. Approval of minutes of the meeting of November 9, 2021.
- b. Approval of Salary Ordinances 21-22, 21-23 & 21-24.
- c. Approval of Appropriation Ordinances 963 and 964.
- d. Approval of the Pledged Collateral Report for November 2021.
- e. Approval of the Journal Entries Reports for November 2021.
- f. Renewal of a Drinking Establishment License for Papa C's BBQ Bar & Grill at 807 S Silver contingent on passing a safety inspection.
- g. Approval of the renewal of Cereal Malt Beverage Licenses for 2021:
  1. Price Chopper at 309 N Hospital Drive – Off Premises
  2. Casey's General Store #1237 at 119 N Hospital Drive – Off Premises
  3. Casey's General Store #1337 at 404 S Silver Street – Off Premises
  4. Milo's Steak House at 16 W Peoria Street – On Premises
  5. Walmart at 310 Hedge Lane – Off Premises
  6. Fuel Expresso #15 at 1005 N Pearl Street – Off Premises
  7. Pizza Hut at 1613 E Peoria – On Premises

Council Member Shields made a motion to approve the Consent Agenda as presented and authorize the Mayor to sign. The motion was seconded by Council Member Upshaw and all voted aye. The motion passed 4 to 0.

# **DRAFT/UNOFFICIAL**

## **Agenda Item 2 - COMMENTS FROM THE PUBLIC:** None

## **Agenda Item 3 – CONSIDER CERTIFICATE OF ELECTION RESULTS.**

Clerk Marler informed the Council the votes from the November 2, 2021 election were canvassed on November 10, 2021 by the Miami County Board of Canvassers. The final results are as follows:

### **Paola Mayor**

Leigh House	555
Write-In	28
Total	583

### **Paola City Council – Ward 1**

Dave Smail	96
Luke DeGrande	81
Write-Ins	1
Total	178

### **Paola City Council – Ward 3**

Kathy Peckman	85
Kim Boehm	64
Write-Ins	1
Total	150

Council Member Upshaw made a motion to accept the certificate of election results naming Leigh House - Mayor, Dave Smail - City Council Ward 1 and Kathy Peckman - City Council Ward 3 as the candidates receiving the most votes. The motion was seconded by Council Member Smail and all voted aye. The motion passed 4 to 0.

## **Agenda Item 4 - RECESS SINE DIE**

Council Member House made a motion to recess sine die. The motion was seconded by Council Member Shields and all voted aye. The motion passed 4 to 0.

## **Agenda Item 5 – ADMINISTRATION OF OATH OF OFFICE**

Clerk Marler administered the Oath of Office to Council Members Dave Smail and Kathy Peckman and Mayor Leigh House.

## **Agenda Item 6 – INVOCATION**

Mayor Leigh House presented an invocation for the new City Council.

## **Agenda Item 7 – RESUME COUNCIL MEETING**

Council Member Peckman made a motion to resume the recessed meeting. The motion was seconded by Council Member Upshaw and all voted aye. The motion passed 4 to 0. Mayor House called the new City Council to order and resumed the recessed meeting.

## **Agenda Item 8 – ANNUAL ELECTION OF COUNCIL OFFICERS**

Council Member Smail made a motion to nominate Council Member Upshaw as President of the Paola City Council. The motion was seconded by Council Member Peckman and all voted aye. The motion passed 4 to 0.

Council Member Upshaw made a motion to nominate Council Member Smail as Vice President of the Paola City Council. The motion was seconded by Council Member Peckman and all voted aye. The motion passed 4 to 0.

## **Agenda Item 9 – NEW BUSINESS**

### **Agenda Item 9a – Paola Crossings Preliminary Plat**

Interim Manager Shannon reviewed the information discussed at the December 7<sup>th</sup> work study meeting. She said the applicant, Highlands Paola, LLC and Engineer, Sublime Engineering, have proposed several lot sizes within the TA zoning district to allow for a variety of uses. She said parcel sizes in the proposed development range from 1.10 to 4.70 acres.

Interim Manager Shannon also noted the open space and density requirements are dependent upon land use and will be evaluated in the site plan process. She said as each parcel develops the sidewalks and street specifications and dimensions will be part of the final plat. A stormwater study has been submitted and is being reviewed by Wilson and Company.

Council Member Shields made a motion to approve the preliminary plat of Paola Crossings. The motion was seconded by Council Member Smail and all voted aye. The motion passed 4 to 0.

### **Agenda Item 9b – GO Temporary Notes, Series 2022 – Resolution No 2021-020**

Interim Manager Shannon said at the November 9<sup>th</sup> meeting, the City Council approved Resolution No 2021-019 authorizing the firm Raymond James & Associates, Inc. to underwrite approximately \$3,000,000 of temporary notes to be designated General Obligation Temporary Notes, Series 2021. She said the City is issuing the notes to pay a portion of the project costs related to the renewed half cent sales tax, eventually being converted to a long-term bond issue.

Interim Manager Shannon presented Resolution No 2021-020 that will finalize the interest rate of 2% and allow for the sale of the notes. The note amount will be \$3,110,000 with net

# **DRAFT/UNOFFICIAL**

proceeds of \$3,106,672.30. She noted the closing date has now been moved from December 28, 2021 to January 6, 2022 which changed the note from Series 2021 to Series 2022.

Council Upshaw made a motion to approve Resolution No 2021-020 – Note Resolution and authorize the necessary signatures. The motion was seconded by Council Member Peckman and all voted aye. The motion passed 4 to 0.

## **Agenda Item 9c – Consider Resolution 2021-021 – Repealing Resolution 2021-009 Budget Transfer.**

Clerk Marler said at the Council Meeting on July 13, 2021, Council voted to approve Resolution 2021-009, transferring money from the Water Utility CIP (15) to fund 90.308-Pressure Reducing Valves (PRV). This transfer was to eliminate the negative balance of a PRV project. She said although the transfer from fund 15 is an appropriate fix, this item was not included in the 2021 budget and will cause a budget violation. After discussing this with the auditor, Harold Mayes, he said instead of doing a budget amendment the transfer can be reversed and budgeted another year.

Council Member Smail made a motion to approve Resolution No 2021-021 – Repealing Resolution No 2021-009. The motion was seconded by Council Member Shields and all voted aye. The motion passed 4 to 0.

## **Agenda Item 10 - COMMITTEE REPORTS – None.**

## **Agenda Item 11 - STAFF REPORTS**

Police Chief Jenkins said the event “Shop with a Cop” is on December 17<sup>th</sup>. He said 10 kids were chosen to spend a \$1,500 grant from Walmart.

City Attorney Tetwiler gave some updates on court proceedings.

## **Agenda Item 12 - MISCELLANEOUS MATTERS FROM THE COUNCIL:**

Council Member Smail congratulated new Police Chief Jenkins on his promotion.

Council Member Peckman said it was hard to hear the Council in the audience and wanted microphones.

Council Member Upshaw congratulated Chief Jenkins on his promotion and Mayor House and Council Members Smail and Peckman on winning the election. He also thanked City Staff for their hard work.

## **Agenda Item 13 - MISCELLANEOUS MATTERS FROM THE MAYOR:**

Mayor House congratulated Chief Jenkins and Council Members Smail and Peckman.

**Agenda Item 14 – ADJOURNMENT**

With no additional business to come before the Council, Council Member Upshaw made a motion to adjourn. The motion was seconded by Council Member Smail and all voted aye. The motion passed 4 to 0.

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Leigh House, Mayor

ATTEST: [seal]

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Stephanie Marler, City Clerk

# Costs by GL Number Report

SAL ORD 21-25 CITY 12/1/21

Emp. Code Desc.: CITY OF PAOLA, KANSAS  
 City of Paola  
 Pay Ending Date: 11/20/2021  
 Pay Date: 12/1/2021

Date: 11/23/2021  
 Time: 10:48:09

GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	Soc Sec	SUTA	Other
01-001-700.100	\$19,425.90	\$0.00	\$269.38	\$1,696.46	\$0.00	\$1,151.84	\$19.42	\$1,691.74
01-001-700.110	\$543.96	\$0.00	\$7.89	\$48.25	\$0.00	\$33.73	\$0.54	\$22.96
01-001-700.130	\$318.47	\$0.00	\$4.60	\$0.00	\$0.00	\$19.73	\$0.00	\$0.71
01-002-700.100	\$45,397.98	\$8,314.38	\$626.42	\$792.23	\$0.00	\$2,678.40	\$45.38	\$6,053.08
01-002-700.110	\$667.38	\$0.00	\$9.67	\$0.00	\$0.00	\$41.38	\$0.67	\$10.75
01-002-700.120	\$1,683.65	\$335.86	\$23.31	\$18.68	\$0.00	\$99.63	\$1.67	\$212.52
01-002-700.121	\$3,868.81	\$651.16	\$53.57	\$89.83	\$0.00	\$229.08	\$3.89	\$433.19
01-003-700.100	\$9,823.68	\$0.00	\$142.49	\$0.00	\$0.00	\$609.07	\$9.87	\$657.06
01-004-700.100	\$1,572.00	\$0.00	\$21.66	\$139.44	\$0.00	\$92.61	\$1.57	\$198.29
01-004-700.110	\$1,372.29	\$0.00	\$19.90	\$0.00	\$0.00	\$85.08	\$1.37	\$3.02
01-005-700.100	\$17,027.20	\$0.00	\$229.14	\$1,510.30	\$0.00	\$979.73	\$17.02	\$4,104.90
01-006-700.100	\$5,300.80	\$0.00	\$67.53	\$470.18	\$0.00	\$288.73	\$5.30	\$1,318.96
01-007-700.100	\$2,034.72	\$0.00	\$27.78	\$180.48	\$0.00	\$118.78	\$2.04	\$273.93
01-007-700.120	\$131.88	\$0.00	\$1.80	\$11.70	\$0.00	\$7.70	\$0.13	\$15.79
01-009-700.100	\$6,559.23	\$0.00	\$86.44	\$581.81	\$0.00	\$369.57	\$6.56	\$1,865.83
<b>Totals for Fund 01</b>	<b>\$115,727.95</b>	<b>\$9,301.40</b>	<b>\$1,591.58</b>	<b>\$5,539.36</b>	<b>\$0.00</b>	<b>\$6,805.06</b>	<b>\$115.43</b>	<b>\$16,862.73</b>
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	Soc Sec	SUTA	Other
02-022-700.100	\$4,343.37	\$0.00	\$59.06	\$385.25	\$0.00	\$252.56	\$4.34	\$635.55
02-022-700.110	\$1,648.57	\$0.00	\$23.91	\$59.69	\$0.00	\$102.21	\$1.65	\$6.38
02-022-700.111	\$740.21	\$0.00	\$10.73	\$0.00	\$0.00	\$45.89	\$0.74	\$1.61
<b>Totals for Fund 02</b>	<b>\$6,732.15</b>	<b>\$0.00</b>	<b>\$93.70</b>	<b>\$444.94</b>	<b>\$0.00</b>	<b>\$400.66</b>	<b>\$6.73</b>	<b>\$643.54</b>

# Costs by GL Number Report

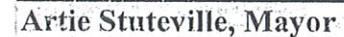
SAL ORD 21-25 CITY 12/1/21

Emp.Code Desc.: CITY OF PAOLA, KANSAS  
 City of Paola  
 Pay Ending Date: 11/20/2021  
 Pay Date: 12/1/2021

Date: 11/23/2021  
 Time: 10:48:09

GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	Soc Sec	SUTA	Other
04-032-700.100	\$2,114.40	\$0.00	\$29.94	\$187.55	\$0.00	\$128.01	\$2.11	\$232.95
04-032-700.120	\$79.29	\$0.00	\$1.12	\$7.03	\$0.00	\$4.80	\$0.08	\$8.04
04-033-700.100	\$2,544.47	\$0.00	\$33.53	\$225.69	\$0.00	\$143.36	\$2.54	\$589.73
Totals for Fund 04	\$4,738.16	\$0.00	\$64.59	\$420.27	\$0.00	\$276.17	\$4.73	\$830.72
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	Soc Sec	SUTA	Other
08-000-700.100	\$2,343.60	\$0.00	\$32.92	\$203.44	\$0.00	\$140.74	\$2.34	\$200.28
08-000-700.110	\$104.08	\$0.00	\$1.51	\$0.00	\$0.00	\$6.45	\$0.10	\$4.39
08-000-700.120	\$39.03	\$0.00	\$0.57	\$0.00	\$0.00	\$2.42	\$0.04	\$1.10
Totals for Fund 08	\$2,486.71	\$0.00	\$35.00	\$203.44	\$0.00	\$149.61	\$2.48	\$205.77
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	Soc Sec	SUTA	Other
09-033-700.100	\$5,210.07	\$0.00	\$71.40	\$462.13	\$0.00	\$305.34	\$5.20	\$1,152.08
09-033-700.120	\$46.59	\$0.00	\$0.68	\$4.13	\$0.00	\$2.89	\$0.05	\$1.39
Totals for Fund 09	\$5,256.66	\$0.00	\$72.08	\$466.26	\$0.00	\$308.23	\$5.25	\$1,153.47
Grand Totals	\$134,941.63	\$9,301.40	\$1,856.95	\$7,074.27	\$0.00	\$7,939.73	\$134.62	\$19,696.23

  
 SEAL: **Stephanie D. Marler City Clerk**

  
**Artie Stuterville, Mayor**

## Costs by GL Number Report

SAL ORD 21-26 CITY 12/15/21

Emp.Code Desc.: CITY OF PAOLA, KANSAS

City of Paola

Pay Ending Date: 12/4/2021

Pay Date: 12/15/2021

Date: 12/9/2021

Time: 13:30:34

GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
01-001-700.100	\$18,100.90	\$0.00	\$250.17	\$1,578.93	\$0.00	\$0.00	\$1,069.69	\$1,706.93
01-001-700.110	\$528.85	\$0.00	\$7.67	\$46.91	\$0.00	\$0.00	\$32.79	\$22.85
01-001-700.130	\$393.47	\$0.00	\$5.69	\$0.00	\$0.00	\$0.00	\$24.38	\$0.88
01-002-700.100	\$42,997.00	\$6,834.47	\$593.74	\$801.08	\$0.00	\$0.00	\$2,538.66	\$5,501.55
01-002-700.110	\$557.82	\$0.00	\$8.09	\$0.00	\$0.00	\$0.00	\$34.58	\$6.69
01-002-700.120	\$1,681.33	\$383.34	\$23.06	\$0.00	\$0.00	\$0.00	\$98.58	\$282.96
01-002-700.121	\$6,629.65	\$1,059.02	\$92.19	\$176.05	\$0.00	\$0.00	\$394.26	\$744.43
01-002-700.272	\$345.00	\$10.26	\$4.48	\$26.61	\$0.00	\$0.00	\$19.19	\$69.25
01-003-700.100	\$8,481.18	\$0.00	\$123.00	\$0.00	\$0.00	\$0.00	\$525.83	\$577.85
01-004-700.100	\$1,572.00	\$0.00	\$21.66	\$139.44	\$0.00	\$0.00	\$92.61	\$199.86
01-004-700.110	\$1,447.29	\$0.00	\$20.99	\$0.00	\$0.00	\$0.00	\$89.73	\$4.64
01-005-700.100	\$17,552.20	\$0.00	\$236.74	\$1,556.89	\$0.00	\$0.00	\$1,012.28	\$4,136.37
01-006-700.100	\$5,375.80	\$0.00	\$68.62	\$476.83	\$0.00	\$0.00	\$293.38	\$1,326.63
01-007-700.100	\$2,009.60	\$0.00	\$27.43	\$178.25	\$0.00	\$0.00	\$117.29	\$273.08
01-007-700.120	\$150.72	\$0.00	\$2.06	\$13.37	\$0.00	\$0.00	\$8.80	\$18.22
01-009-700.100	\$6,540.60	\$0.00	\$86.17	\$580.16	\$0.00	\$0.00	\$368.42	\$1,866.97
Totals for Fund 01	\$114,363.41	\$8,287.09	\$1,571.76	\$5,574.52	\$0.00	\$0.00	\$6,720.47	\$16,739.16
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
02-022-700.100	\$4,400.35	\$0.00	\$59.89	\$390.31	\$0.00	\$0.00	\$256.09	\$640.07
02-022-700.110	\$1,539.00	\$0.00	\$22.32	\$57.42	\$0.00	\$0.00	\$95.41	\$7.69
02-022-700.111	\$751.42	\$0.00	\$10.89	\$0.00	\$0.00	\$0.00	\$46.58	\$2.41

## Costs by GL Number Report

SAL ORD 21-26 CITY 12/15/21

Emp.Code Desc.: CITY OF PAOLA, KANSAS  
 City of Paola  
 Pay Ending Date: 12/4/2021  
 Pay Date: 12/15/2021

Date: 12/9/2021  
 Time: 13:30:34

Totals for Fund 02	\$6,690.77	\$0.00	\$93.10	\$447.73	\$0.00	\$0.00	\$398.08	\$650.17
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
04-032-700.100	\$2,193.69	\$0.00	\$31.09	\$194.57	\$0.00	\$0.00	\$132.92	\$237.44
04-032-700.120	\$79.29	\$0.00	\$1.12	\$7.04	\$0.00	\$0.00	\$4.81	\$7.89
04-033-700.100	\$2,506.81	\$0.00	\$32.98	\$222.35	\$0.00	\$0.00	\$141.02	\$590.60
Totals for Fund 04	\$4,779.79	\$0.00	\$65.19	\$423.96	\$0.00	\$0.00	\$278.75	\$835.93
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
07-000-700.110	\$100.00	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$6.20	\$3.15
Totals for Fund 07	\$100.00	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$6.20	\$3.15
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
08-000-700.100	\$2,343.60	\$0.00	\$32.92	\$203.44	\$0.00	\$0.00	\$140.74	\$202.62
08-000-700.110	\$104.08	\$0.00	\$1.51	\$0.00	\$0.00	\$0.00	\$6.45	\$4.49
Totals for Fund 08	\$2,447.68	\$0.00	\$34.43	\$203.44	\$0.00	\$0.00	\$147.19	\$207.11
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
09-033-700.100	\$5,185.21	\$0.00	\$71.05	\$459.93	\$0.00	\$0.00	\$303.80	\$1,156.25
Totals for Fund 09	\$5,185.21	\$0.00	\$71.05	\$459.93	\$0.00	\$0.00	\$303.80	\$1,156.25
Grand Totals	\$133,566.86	\$8,287.09	\$1,836.98	\$7,109.58	\$0.00	\$0.00	\$7,854.49	\$19,591.77

SEAL: Stephanie D. Marler, City Clerk

Leigh House, Mayor

## Costs by GL Number Report

SAL ORD 21-27 CITY 12/29/21

Emp.Code Desc.: CITY OF PAOLA, KANSAS  
 City of Paola  
 Pay Ending Date: 12/18/2021  
 Pay Date: 12/29/2021

Date: 12/22/2021  
 Time: 10:01:36

GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
01-001-700.100	\$19,972.30	\$0.00	\$289.60	\$1,771.54	\$0.00	\$0.00	\$1,238.28	\$63.91
01-001-700.110	\$604.40	\$0.00	\$8.76	\$53.61	\$0.00	\$0.00	\$37.47	\$26.11
01-001-700.130	\$387.70	\$0.00	\$5.60	\$0.00	\$0.00	\$0.00	\$24.02	\$0.86
01-002-700.100	\$37,424.36	\$6,477.85	\$542.66	\$799.45	\$0.00	\$0.00	\$2,320.29	\$949.29
01-002-700.110	\$390.03	\$0.00	\$5.65	\$0.00	\$0.00	\$0.00	\$24.18	\$11.05
01-002-700.120	\$5,908.91	\$1,155.08	\$85.68	\$74.74	\$0.00	\$0.00	\$366.37	\$113.20
01-002-700.272	\$145.00	\$33.05	\$2.10	\$0.00	\$0.00	\$0.00	\$8.99	\$4.70
01-003-700.100	\$9,921.18	\$0.00	\$143.89	\$0.00	\$0.00	\$0.00	\$615.11	\$676.49
01-004-700.100	\$1,572.00	\$0.00	\$22.79	\$139.44	\$0.00	\$0.00	\$97.46	\$5.03
01-004-700.110	\$1,372.29	\$0.00	\$19.90	\$0.00	\$0.00	\$0.00	\$85.08	\$4.39
01-005-700.100	\$18,721.84	\$0.00	\$271.46	\$1,660.62	\$0.00	\$0.00	\$1,160.75	\$994.75
01-005-700.120	\$51.00	\$0.00	\$0.74	\$4.52	\$0.00	\$0.00	\$3.16	\$2.05
01-006-700.100	\$5,300.80	\$0.00	\$76.86	\$470.18	\$0.00	\$0.00	\$328.64	\$166.97
01-007-700.100	\$2,009.60	\$0.00	\$29.14	\$178.25	\$0.00	\$0.00	\$124.60	\$91.84
01-009-700.100	\$6,465.61	\$0.00	\$93.75	\$573.51	\$0.00	\$0.00	\$400.87	\$290.09
<b>Totals for Fund 01</b>	<b>\$110,247.02</b>	<b>\$7,665.98</b>	<b>\$1,598.58</b>	<b>\$5,725.86</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,835.27</b>	<b>\$3,400.73</b>
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
02-022-700.100	\$4,336.80	\$0.00	\$62.88	\$384.67	\$0.00	\$0.00	\$268.87	\$13.87
02-022-700.110	\$1,375.24	\$0.00	\$19.94	\$59.42	\$0.00	\$0.00	\$85.26	\$8.31
02-022-700.111	\$864.80	\$0.00	\$12.53	\$0.00	\$0.00	\$0.00	\$53.62	\$2.78
02-022-700.120	\$8.31	\$0.00	\$0.12	\$0.74	\$0.00	\$0.00	\$0.52	\$0.02

## Costs by GL Number Report

SAL ORD 21-27 CITY 12/29/21

Emp.Code Desc.: CITY OF PAOLA, KANSAS

City of Paola

Pay Ending Date: 12/18/2021

Pay Date: 12/29/2021

Date: 12/22/2021

Time: 10:01:36

Totals for Fund 02	\$6,585.15	\$0.00	\$95.47	\$444.83	\$0.00	\$0.00	\$408.27	\$24.98
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
04-032-700.100	\$2,167.26	\$0.00	\$31.43	\$192.24	\$0.00	\$0.00	\$134.37	\$58.74
04-033-700.100	\$2,519.36	\$0.00	\$36.52	\$223.46	\$0.00	\$0.00	\$156.20	\$134.89
Totals for Fund 04	\$4,686.62	\$0.00	\$67.95	\$415.70	\$0.00	\$0.00	\$290.57	\$193.63
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
08-000-700.100	\$2,637.60	\$0.00	\$38.25	\$233.96	\$0.00	\$0.00	\$163.53	\$8.45
08-000-700.110	\$143.11	\$0.00	\$2.08	\$0.00	\$0.00	\$0.00	\$8.87	\$6.18
Totals for Fund 08	\$2,780.71	\$0.00	\$40.33	\$233.96	\$0.00	\$0.00	\$172.40	\$14.63
GL Number	Gross Pay	KP&F 22.80	Medicare	RETM 8.87%	RET CITY	RETWRL	Soc Sec	Other
09-033-700.100	\$5,213.29	\$0.00	\$75.60	\$462.43	\$0.00	\$0.00	\$323.22	\$230.94
Totals for Fund 09	\$5,213.29	\$0.00	\$75.60	\$462.43	\$0.00	\$0.00	\$323.22	\$230.94
Grand Totals	\$129,512.79	\$7,665.98	\$1,877.93	\$7,282.78	\$0.00	\$0.00	\$8,029.73	\$3,864.91

SEAL: Stephanie D. Marler, City Clerk

Leigh House, Mayor

# Edit List of Invoices - Summary

APPR ORD #965 12/22/21

Date: 12/27/2021

Time: 10:04 am

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City of Paola

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
165666	4 STATE MAINTENANCE SUPPLY INC	633058	12/31/2021	COM CTR	12/04/2021	CENTER PULL TOWELS	121.44
						Vendor Total:	121.44
165667	AMAZON PRIME - 5952		12/31/2021	LIBRARY	12/03/2021	CREDIT CARD PAYMENT	1,319.53
						Vendor Total:	1,319.53
165668	AMERICAN SOLUTIONS FOR	INV05721576	12/31/2021		12/02/2021	TAX FORMS	179.87
						Vendor Total:	179.87
165669	ARROWHEAD SCIENTIFIC, INC.	143433	12/31/2021	PD	12/10/2021	GLOVES & EVIDENCE BAGS	745.00
						Vendor Total:	745.00
165670	BAKER & TAYLOR BOOKS INC.	2036293886	12/31/2021	LIBRARY	12/01/2021	BOOKS & JACKETS	78.67
165671	BAKER & TAYLOR BOOKS INC.	2036311368	12/31/2021	LIBRARY	12/01/2021	BOOKS & JACKETS	196.59
165672	BAKER & TAYLOR BOOKS INC.	2036328116	12/31/2021	LIBRARY	12/01/2021	BOOKS & JACKETS	93.78
165673	BAKER & TAYLOR BOOKS INC.	2036361053	12/31/2021	LIBRARY	12/03/2021	BOOKS & JACKETS	183.62
165674	BAKER & TAYLOR BOOKS INC.	2036374304	12/31/2021	LIBRARY	12/03/2021	BOOKS & JACKETS	76.85
						Vendor Total:	629.51
165675	JEFF BOYLE	219	12/31/2021	BUILD	12/09/2021	MIAMI COUNTY ADMIN	150.00
165676	JEFF BOYLE	220	12/31/2021	BUILD	12/09/2021	PLAN REVIEW 1011 CHEROKEE	75.00
						Vendor Total:	225.00
165677	CASCO INDUSTRIES, INC	235085	12/31/2021	FD	12/14/2021	4 - PANTS & 4 - COATS	10,808.00
						Vendor Total:	10,808.00
65678	CENTER POINT LARGE PRINT	1894431	12/31/2021	LIBRARY	12/01/2021	BOOKS	45.54
						Vendor Total:	45.54
65679	CINTAS FIRST AID & SAFETY	5088251762	12/31/2021	28770	12/17/2021	FIRST AID SUPPLIES	153.05
						Vendor Total:	153.05
65680	CITY OF OSAWATOMIE		12/31/2021	PD	12/07/2021	NOVEMBERANIMAL	236.00
						Vendor Total:	236.00
65681	COMPLIANCEONE	286890	12/31/2021		12/09/2021	NOVEMBER 16 ACTIVE	224.00
65682	COMPLIANCEONE	287263	12/31/2021		12/09/2021	19 ACTIVE PARTICIPANTS	117.75
						Vendor Total:	341.75
65683	CONTINENTAL RESEARCH INC	0031790	12/31/2021	28949	12/07/2021	RID-O-GREASE LIQUID	308.09
						Vendor Total:	308.09
65684	COPY PRODUCTS, INC.	397594	12/31/2021		12/09/2021	TONER SHIPPING FEE	15.00

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	15.00
165685	COPY PRODUCTS, INC	30582450	12/31/2021	28955	11/30/2021	COPIER CONTRACT/USAGE	103.09
						Vendor Total:	103.09
165790	CORE & MAIN LP	Q064981	12/31/2021	28781	12/09/2021	DUAL PIT 1H READ/LEAK DET	2,663.52
						Vendor Total:	2,663.52
165686	JOHN M DAVIS	0046	12/31/2021	BUILD	12/13/2021	CODE TRAINING	400.00
						Vendor Total:	400.00
165687	ENVIRO-LINE COMPANY, INC.	0036102-IN	12/31/2021	28175	09/30/2021	RECESSED IMPELLER	407.88
						Vendor Total:	407.88
165791	ENVIRONMENTAL PROD & ACCS LLC	255525	12/31/2021	28774	12/15/2021	RIP SAW REPAIR KIT	186.29
						Vendor Total:	186.29
165688	EVERGY		12/31/2021		12/13/2021	ELECTRIC BILL PAYMENTS	3,467.21
165689	EVERGY		12/31/2021		12/08/2021	ELECTRIC BILL PAYMENTS	6,137.00
165690	EVERGY		12/31/2021		12/09/2021	ELECTRIC BILL PAYMENTS	591.60
						Vendor Total:	10,195.81
165691	FAMILY CENTER INC	3935252	12/31/2021	28187	12/09/2021	NUTS, WASHERS & BOLTS	79.97
165692	FAMILY CENTER INC	3939277	12/31/2021	28221	12/15/2021	CHAIN SAW BLADES	35.52
165693	FAMILY CENTER INC	3939690	12/31/2021	28793	12/16/2021	CHAINSAW BAR OIL	27.98
165694	FAMILY CENTER INC	3934778	12/31/2021	28340	12/08/2021	RV ANTI FREEZE	11.96
165792	FAMILY CENTER INC	3942854	12/31/2021	28794	12/20/2021	OIL FOR GAS MIX	27.98
65843	FAMILY CENTER INC	3942669	12/31/2021	28352	12/20/2021	CABLE & ALUMINUM CRIMP	2.21
65856	FAMILY CENTER INC	3935226	12/31/2021	28340	12/09/2021	RV ANTIFREEZE	17.94
						Vendor Total:	203.56
65695	FASTENAL "MINNESOTA" INC	KSOTT121305	12/31/2021	28772	12/09/2021	D BATTERIES	16.62
						Vendor Total:	16.62
65697	FIRST OPTION BANK INC		12/31/2021		12/03/2021	SAFE DEPOSIT BOX RENT	36.90
						Vendor Total:	36.90
65806	FISHER, PATTERSON, SAYLER	97503	12/31/2021		12/21/2021	PROFESSIONAL SERVICES	1,850.00
						Vendor Total:	1,850.00
65807	FLAME-OUT FIRE EXTINGUISHER CO	61953	12/31/2021	PD	12/16/2021	RECHARGE AND INSPECT	207.95
65808	FLAME-OUT FIRE EXTINGUISHER CO	61159	12/31/2021	PD	12/16/2021	REBUILD & INSPECT	31.25

### Edit List of Invoices - Summary

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City of Paola

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
							Vendor Total: 239.20
165696	FOLEY EQUIPMENT COMPANY	SS710034882	12/31/2021	PD	11/29/2021	GENERATOR AUTOMATIC	5,540.02
							Vendor Total: 5,540.02
165698	FORENSIC PSYCHOLOGY ASSOC. INC	1111	12/31/2021	PD	12/13/2021	PRE-EMPLOYMENT	450.00
							Vendor Total: 450.00
165699	GALE-CENGAGE LEARNING INC	76259974	12/31/2021	LIBRARY	12/03/2021	DECEMBER BESTSELLER	62.38
165700	GALE-CENGAGE LEARNING INC	76261652	12/31/2021	LIBRARY	12/03/2021	DECEMBER MYSTERY 2	25.49
165701	GALE-CENGAGE LEARNING INC	75973776	12/31/2021	LIBRARY	10/06/2021	OCTOBER MYSTERY 2	52.48
							Vendor Total: 140.35
165702	GERKEN RENT-ALL	14758/7	12/31/2021	28691	12/08/2021	PVC CEMENT	5.79
165703	GERKEN RENT-ALL	14601/7	12/31/2021	28687	11/30/2021	OUTDOOR ELECTRIC CORD	79.99
165704	GERKEN RENT-ALL	14757/7	12/31/2021	28690	12/08/2021	PVC PIPE, COUPLING, TEE	9.05
165705	GERKEN RENT-ALL	14806/7	12/31/2021	28197	12/10/2021	MERCURY VAPOR BULB	16.29
165706	GERKEN RENT-ALL	14804/7	12/31/2021	28693	12/10/2021	YARD WATER HYDRANT	119.99
							Vendor Total: 231.11
165793	GOOD GUYS PLUMBING INC		12/31/2021	COM CTR	12/07/2021	STOPPED TOILET SERVICE	102.00
165829	GOOD GUYS PLUMBING INC		12/31/2021	FD	12/09/2021	MAIN DRAIN CLEAN OUT	126.00
							Vendor Total: 228.00
65707	GOODE CONCRETE DESIGN LLC	12	12/31/2021		11/24/2021	VETERANS MEMORIAL CONCRETE	10,000.00
							Vendor Total: 10,000.00
65708	HAYNES EQUIPMENT INC	27054H	12/31/2021	28186	12/09/2021	FLOW METER REMOVAL &	6,397.31
							Vendor Total: 6,397.31
65709	BRADLEY E. HENSON	21-016	12/31/2021	FD	12/13/2021	FIRE PLAN REVIEW - 201	100.00
65710	BRADLEY E. HENSON	21-015	12/31/2021	FD	12/10/2021	FIRE PLAN REVIEW	100.00
65711	BRADLEY E. HENSON	21-017	12/31/2021	FD	12/16/2021	FIRE PLAN REVIEW	100.00
65857	BRADLEY E. HENSON	21-018	12/31/2021	FD	12/22/2021	FIRE PLAN REVIEW - 1 SOUTH	100.00
							Vendor Total: 400.00
65712	HERITAGE-CRYSTAL CLEAN LLC	17140353	12/31/2021	28342	12/08/2021	30 GALLON DRUM MOUNT	429.97
							Vendor Total: 429.97
65794	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	LIBRARY PEOE 101	33.42
65795	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	DISPOSAL PLANT	71.16

# Edit List of Invoices - Summary

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## City of Paola

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
165796	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	PARK CARTAKER HOUSE	99.66
165797	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	POLICE DEPARTMENT	58.20
165798	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	FIRE STATION	583.16
165799	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	COMMUNITY CENTER	339.04
165800	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	CITY HALL	91.23
165801	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	PUBLIC WORKS	352.45
165802	KANSAS GAS SERVICE INC		12/31/2021		12/14/2021	POOL WALL 10	52.88
						Vendor Total:	1,681.20
165713	KASPER AUTO PARTS, INC	266552	12/31/2021	28344	12/08/2021	WIPER MOTER & CORE	132.68
165714	KASPER AUTO PARTS, INC	266759	12/31/2021	28344	12/10/2021	CORE DEPOSIT REFUND	-24.69
165715	KASPER AUTO PARTS, INC	266554	12/31/2021	28344	12/08/2021	5 - OIL FILTERS	142.86
165716	KASPER AUTO PARTS, INC	267013	12/31/2021	28347	12/15/2021	COOLANT RESERVOIR #112	63.49
165717	KASPER AUTO PARTS, INC	267031	12/31/2021	28347	12/15/2021	DEX COOLANT #112	17.86
165718	KASPER AUTO PARTS, INC	267014	12/31/2021	28347	12/15/2021	OIL & FILTER #102	24.35
165719	KASPER AUTO PARTS, INC	267131	12/31/2021	28347	12/16/2021	LAMP GROMMETS - STREET	2.69
165720	KASPER AUTO PARTS, INC	267176	12/31/2021	28347	12/17/2021	LED LIGHT - STREET TRAILER	7.99
165721	KASPER AUTO PARTS, INC	267132	12/31/2021	28347	12/16/2021	LED LIGHT - STREET TRAILER	9.49
165722	KASPER AUTO PARTS, INC	266793	12/31/2021	28350	12/10/2021	OIL FILTER & STARTER - #504	227.35
165723	KASPER AUTO PARTS, INC	266899	12/31/2021	28350	12/13/2021	CONDITIONING DISC & REAR	122.28
165724	KASPER AUTO PARTS, INC	267105	12/31/2021	28349	12/16/2021	BATTERY, SOLENOID, TERMINAL	163.97
165725	KASPER AUTO PARTS, INC	266456	12/31/2021	28345	12/06/2021	OIL & FILTER - HEAVY RESCUE	107.48
165726	KASPER AUTO PARTS, INC	267114	12/31/2021	28348	12/16/2021	STARTER & CORE DEPOSIT - #12	288.72
165727	KASPER AUTO PARTS, INC	267228	12/31/2021	28348	12/17/2021	CORE DEPOSIT REFUND - #129	-61.73
165728	KASPER AUTO PARTS, INC	266893	12/31/2021	28348	12/13/2021	HOSE CLAMPS - #405	13.47
165729	KASPER AUTO PARTS, INC	266411	12/31/2021	28343	12/06/2021	OIL FILTER - #105	5.46
165730	KASPER AUTO PARTS, INC	266439	12/31/2021	28343	12/06/2021	WIPER BLADES - #105	18.98
165731	KASPER AUTO PARTS, INC	266455	12/31/2021	28343	12/06/2021	OIL & FUEL FILTER - #132	8.55
165732	KASPER AUTO PARTS, INC	266692	12/31/2021	28343	12/09/2021	FITTING - #117	2.99
						Vendor Total:	1,274.24
165733	KELLER FIRE & SAFETY, INC	281890	12/31/2021	FD	12/02/2021	FIRE EXTINGUISHER	101.02
						Vendor Total:	101.02
165734	FRANK KELLY		12/31/2021	PD	12/16/2021	REIMB FOR LAW ENFORCEMENT	565.50
						Vendor Total:	565.50

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## City of Paola

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
165735	KEY EQUIPMENT & SUPPLY CO	KC201696	12/31/2021	28346	12/13/2021	PRO SWEEP MAIN BROOM - #126	 572.57
						Vendor Total:	 572.57
165736	JESSICA S TYLER- KNUDSEN	1936	12/31/2021	28771	12/17/2021	WATER SAMPLE MAILING	 52.16
165737	JESSICA S TYLER- KNUDSEN	1937	12/31/2021	COM CTR	12/17/2021	THEATER POSTER	 25.00
						Vendor Total:	 77.16
165738	KWIKOM COMMUNICATIONS	B22056-38	12/31/2021	28957	12/14/2021	DECEMBER INTERNET	 95.00
						Vendor Total:	 95.00
165739	LIGHTHOUSE BIS, LLC PC-02	1078965	12/31/2021		11/30/2021	COMPUTER SUPPORT	 1,107.00
						Vendor Total:	 1,107.00
165740	LITTLE LAMBS DAYCARE		12/31/2021		12/13/2021	WHITAKER MEMORIAL	 50.00
						Vendor Total:	 50.00
165741	MARAIS DES CYGNES PUA	2021-12-P	12/31/2021		12/15/2021	WATER USAGE 12/15-12/20/21	 116,200.64
						Vendor Total:	 116,200.64
165858	STEPHANIE MARLER		12/31/2021		12/22/2021	REIMBURSEMENT OF FEDEX	 40.35
						Vendor Total:	 40.35
165742	ERNEST DEAN MARMON		12/31/2021	PD	12/10/2021	INTERIOR PAINTING AT	 3,516.00
						Vendor Total:	 3,516.00
165743	MEI TOTAL ELEVATOR SOLUTIONS	940791	12/31/2021	LIBRARY	12/08/2021	ELEVATOR REPAIR	 1,509.00
						Vendor Total:	 1,509.00
165744	MFA OIL COMPANY	1520208	12/31/2021	28960	12/14/2021	OFF ROAD DIESEL	 1,324.00
						Vendor Total:	 1,324.00
165745	MIAMI LUMBER INC	2549251	12/31/2021	28688	12/07/2021	MORTAR MIX	 40.74
165803	MIAMI LUMBER INC	2549373	12/31/2021	28199	12/09/2021	EXPANDABLE FOAM	 11.98
165804	MIAMI LUMBER INC	2549705	12/31/2021	28201	12/17/2021	DECK SCREWS & 2" TORX BIT	 19.48
165805	MIAMI LUMBER INC	2549698	12/31/2021	28200	12/17/2021	WOOD	 67.12
						Vendor Total:	 139.32
165746	MICROMARKETING, LLC	871895	12/31/2021		12/09/2021	CD'S	 83.73
						Vendor Total:	 83.73
165747	MID-STATES MATERIALS LLC	112634	12/31/2021	28948	12/07/2021	ROCK	 476.46
						Vendor Total:	 476.46

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
165748	BROOK MORRIS	870	12/31/2021	COM CTR	12/14/2021	SOCIAL MEDIA PLATFORM	 70.00
						Vendor Total:	70.00
165749	MYHRSCREENS	6928	12/31/2021		07/07/2021	SCHLESENER - CREDIT REPORT	36.60
165750	MYHRSCREENS	10120	12/31/2021		10/06/2021	ROLEN - CREDIT REPORT	35.90
165751	MYHRSCREENS	12130	12/31/2021		11/29/2021	LEGG - CREDIT REPORT	35.90
165752	MYHRSCREENS	8272 & 8274	12/31/2021		08/23/2021	ACKERMAN - CREDIT REPORT	76.75
165753	MYHRSCREENS	8278	12/31/2021		08/23/2021	MARTIN - CREDIT REPORT	48.85
165754	MYHRSCREENS	8276	12/31/2021		08/23/2021	WHEET - CREDIT REPORT	 48.85
						Vendor Total:	282.85
165755	NATIONAL SIGN CO INC	IN-198892	12/31/2021	28953	12/10/2021	STREET SIGNS	 145.98
						Vendor Total:	145.98
165756	NORRIS EQUIPMENT CO LLC	67647	12/31/2021	29119	12/17/2021	GRASSHOPPER SNOW PLOW	 243.55
						Vendor Total:	243.55
165757	NPG NEWSPAPER-SUBSCRIPTION		12/31/2021		12/21/2021	12 MONTH NEWSPAPER	 48.48
						Vendor Total:	48.48
165809	OLATHE WINWATER WORKS INC	166935 00	12/31/2021	28775	12/15/2021	8" CLAY COUPLING	38.00
165810	OLATHE WINWATER WORKS INC	167502 00	12/31/2021	28776	12/15/2021	MANHOLE RISER & SET SCREWS	540.00
165811	OLATHE WINWATER WORKS INC	167733 00	12/31/2021	28777	12/15/2021	CTS PIPE & SS INSERTS	297.50
165812	OLATHE WINWATER WORKS INC	167737 00	12/31/2021	28778	12/15/2021	ANGLE PRO RING & FINISH PRO	1,156.00
165813	OLATHE WINWATER WORKS INC	167738 00	12/31/2021	28779	12/15/2021	FINISH PRO RING 4" & 6"	 1,425.00
						Vendor Total:	3,456.50
165758	PACE ANALYTICAL INC	2160147645	12/31/2021	28952	12/10/2021	503 SLUDGE PROJECT	 819.00
						Vendor Total:	819.00
165759	PUR-O-ZONE INC	843727	12/31/2021	COM CTR	12/07/2021	TOILET TISSUE	 181.34
						Vendor Total:	181.34
165814	QUEEN ENTERPRISES II		12/31/2021		12/20/2021	MEAT & CHEESE TRAY	 59.99
						Vendor Total:	59.99
165760	QUILL LLC	21578091	12/31/2021		12/10/2021	REPORT COVERS	134.75
165761	QUILL LLC	21247935	12/31/2021	LIBRARY	11/29/2021	TONER CARTRIDGE	133.99
165762	QUILL LLC	21683997	12/31/2021		12/15/2021	FINGERTIP MOISTENER, COFFEE	 66.45
						Vendor Total:	335.19

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165830	RAY'S POWER SPORTS INC	1225	12/31/2021	FD	12/15/2021	CHAIN SAW REPAIR	 378.73
						Vendor Total:	378.73
165763	ROADBUILDERS MCH & SUP INC	12/31/2021	28339	P45080	12/09/2021	REPAIR KIT - #128	 42.00
						Vendor Total:	42.00
165764	SHERWIN WILLIAMS INC	7486-3	12/31/2021	28769	12/15/2021	WHITE PAINT	 399.80
						Vendor Total:	399.80
165765	SHRED-IT	8000565735	12/31/2021	PD	12/03/2021	MONTHLY SHREDDING	 82.18
						Vendor Total:	82.18
165768	LEE H. TETWILER	10503/10502	12/31/2021		11/30/2021	CITY PROSECUTOR/ATTORNEY	 5,062.50
						Vendor Total:	5,062.50
165766	TG TECHNICAL SERVICES INC	22601	12/31/2021	FD	12/01/2021	MULTI GAS MONITOR	 2,908.40
165767	TG TECHNICAL SERVICES INC	22615	12/31/2021	FD	12/02/2021	ON SITE GAS MONITOR	 445.00
						Vendor Total:	3,353.40
165769	THE GROUNDS GUYS OF OLATHE	18421	12/31/2021		12/10/2021	CHRISTMAS DECOR 2021	 2,116.81
						Vendor Total:	2,116.81
165770	TOSHIBA FINANCIAL INC-PD	5018066175	12/31/2021	PD	12/10/2021	PRINTER CONTRACT	 463.78
						Vendor Total:	463.78
165771	TOWN SQUARE EVENT DESIGN LLC	881	12/31/2021		11/03/2021	STUTIEVILLE - RECEPTION &	 2,280.00
						Vendor Total:	2,280.00
165772	UNIFIRST CORPORATION	2944197	12/31/2021	28958	12/13/2021	STREET DEPARTMENT	 25.16
165773	UNIFIRST CORPORATION	2944198	12/31/2021	28958	12/13/2021	CEMETERY DEPARTMENT	 4.31
165774	UNIFIRST CORPORATION	2944199	12/31/2021	28958	12/13/2021	SEWER DEPARTMENT	 13.46
165775	UNIFIRST CORPORATION	2944200	12/31/2021	28958	12/13/2021	WATER DEPARTMENT	 8.62
165776	UNIFIRST CORPORATION	2944201	12/31/2021	28958	12/13/2021	PARKS DEPARTMENT	 17.24
165777	UNIFIRST CORPORATION	2944202	12/31/2021	28958	12/13/2021	TOWELS & MATS	 38.26
165815	UNIFIRST CORPORATION	2946223	12/31/2021	28773	12/20/2021	STREET DEPARTMENT	 25.16
165816	UNIFIRST CORPORATION	2946224	12/31/2021	28773	12/20/2021	CEMETERY DEPARTMENT	 4.31
165817	UNIFIRST CORPORATION	2946225	12/31/2021	28773	12/20/2021	SEWER DEPARTMENT	 13.46
165818	UNIFIRST CORPORATION	2946226	12/31/2021	28773	12/20/2021	WATER DEPARTMENT	 8.62
165819	UNIFIRST CORPORATION	2946227	12/31/2021	28773	12/20/2021	PARKS DEPARTMENT	 17.24
165820	UNIFIRST CORPORATION	2946228	12/31/2021	28773	12/20/2021	TOWELS & MATS	 38.26

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	214.10
165778	VERIZON	9894626077	12/31/2021		12/09/2021	CELL PHONE PAYMENT	1,460.19
						Vendor Total:	1,460.19
165823	VISA - 1348		12/31/2021		10/31/2021	REBATE CREDIT	-61.90
165824	VISA - 1348		10/31 REBATE CREDIT		12/31/2021	URINAL SCREENS	87.75
165825	VISA - 1348		11/05 AMAZON.COM*K805AOXL3 AMZ		12/31/2021	URINAL SCREENS	49.60
165826	VISA - 1348		11/06 AMZN MKTP US*OY4V234U3 A		12/31/2021	STUTEVILLE RETIREMENT	300.00
165827	VISA - 1348		11/10 BREWER AUTO & TOW PAOLA		12/31/2021	CANVA PRO SUBSCRIPTION	12.99
165828	VISA - 1348		11/15 CANVA* 103240-22735656 H		12/31/2021	BOILER INSPECTION	80.00
165832	VISA - 1348		11/18 KANSAS STATE FIRE MARS		12/31/2021 PD	FOOD	19.98
165833	VISA - 1348		11/09 SIMPLE SIMONS PIZZA		12/31/2021 PD	LASER RANGEFINDERS	796.00
165834	VISA - 1348		11/10 AMAZON.COM*346OK5KM3 AMZ		12/31/2021 PD	BATTERIES & CUTLERY	108.08
165835	VISA - 1348		11/11 AMZN MKTP US*6N1C45LR3 A		12/31/2021 PD	FLASHLIGHT BATTERIES	22.49
165836	VISA - 1348		11/15 AMZN MKTP US*4N9SS4CD3		12/31/2021 PD	KEYBOARD AND MOUSE COMBO	29.99
165837	VISA - 1348		11/16 AMAZON.COM*OE4YA4ZO3		12/31/2021 PD	HELIUM TANK, BALLOON WEIGHT	69.89
165838	VISA - 1348		11/18 AMZN MKTP US*115CX5BL3		12/31/2021 PD	BALLOONS, DRINKING CUPS	216.33
165839	VISA - 1348		11/21 AMZN MKTP US*WM01L68L3		12/31/2021 PD	FLOWER BED MAINTENANCE	41.25
165840	VISA - 1348		11/17 IN *TROXEL ENTERPRISES		12/31/2021 PD	APCO ANNUAL DUES	312.00
165841	VISA - 1348		11/17 APCO INTERNATIONAL INC		12/31/2021 PD	IACP MEMBERSHIP	525.00
165842	VISA - 1348		11/19 IACP 703-647-7279 VA		12/31/2021 PD	FRONT DOOR AUTOMOTIVE	106.00
165846	VISA - 1348		11/23 TINT WORL'S 039 LENEXA KS		12/31/2021 28664	MILDEW STAIN REMOVER	28.99
165847	VISA - 1348		11/05 AMZN MKTP US*ES2P27SS3		12/31/2021 28950	MUTT MITT SINGLES	99.77
165848	VISA - 1348		11/16 AMZN MKTP US*B74Q20503		12/31/2021 28951	CALENDARS	63.78
165849	VISA - 1348		11/18 AMZN MKTP US*7V1SO6CJ3 A		12/31/2021 28683	STRAW	39.00
165850	VISA - 1348		11/22 CJ FEED AND SUPPLY PAOLA		12/31/2021	PATHWAYS EMAIL ACCOUNT	6.00
165851	VISA - 1348		11/28 SQUARESPACE INC. HTTPSSQ		12/31/2021 PD	IACP REGISTRATION REFUND	-500.00
165852	VISA - 1348		11/4 IACP 800-843-4227		12/31/2021 PD	KANSAS PEACE OFFICERS	400.00
165853	VISA - 1348		11/10 KANSAS PEACE OFFICERS		12/31/2021 PD	SHOP WITH A COP GIFTS	404.56
165854	VISA - 1348		11/24 WALMART.COM AA 800-966-6		12/31/2021 FD	COLLAR BRASS & NAME TAGS	930.00
165855	VISA - 1348		11/29 EPOLICESUPPLY.COM		12/31/2021 PD	FINANCE CHARGE REVERSAL	-59.02
			10/31 FINANCE CHARGE CREDIT			Vendor Total:	4,128.53
165779	WALMART COMMUNITY INC		12/31/2021 PD	12/10/2021		EXTENSION CABLES	19.52
165780	WALMART COMMUNITY INC	12/10/21 7907	12/31/2021 PD	12/10/2021		CALENDARS, POSTER FRAME	110.99
		12/10/21 2061					

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165781	WALMART COMMUNITY INC		12/31/2021	PD	12/14/2021	PLATES	
		12/14/21 2654					14.44
165782	WALMART COMMUNITY INC		12/31/2021	LIBRARY	12/04/2021	CANDY, GOODIE BAGS	
		12/4/21 1229					39.35
165783	WALMART COMMUNITY INC		12/31/2021	LIBRARY	11/29/2021	FOAM CUPS, COOKIES, RIBBON	
		11/29/21 659					65.93
165784	WALMART COMMUNITY INC		12/31/2021	FD	12/15/2021	CARGO NET	
		12/15/21 4554					13.76
165785	WALMART COMMUNITY INC		12/31/2021	28959	12/14/2021	CREAMER & PHOTO	
		12/14/21 9458					22.76
165786	WALMART COMMUNITY INC		12/31/2021	PD	12/14/2021	SHOP WITH A COP GIFT CARDS	
		12/14/21 9146					1,000.00
165821	WALMART COMMUNITY INC		12/31/2021	PD	12/21/2021	SODA, CHIPS, MAYO	
		12/21/21 3808					46.52
165822	WALMART COMMUNITY INC		12/31/2021	LIBRARY	12/10/2021	GIFT CARDS, CLEANING	
		12/10/21 7894					270.37
165844	WALMART COMMUNITY INC		12/31/2021	28782	12/20/2021	SODAS	
		12/20/21 4093					21.00
165845	WALMART COMMUNITY INC		12/31/2021	28782	12/21/2021	PLATES & BOWLS	
		12/21/21 5992					13.36
						Vendor Total:	1,638.00
165787	WASTE MGMT OF KS INC - 4856		12/31/2021	28954	12/01/2021	NOVEMBER YARDWASTE	
		0515427-4856-4					1,444.32
						Vendor Total:	1,444.32
165831	WEIS FIRE & SAFETY EQPMNT LLC		12/31/2021	FD	12/15/2021	HELMET LIGHTS	
		185974					960.00
						Vendor Total:	960.00
165788	WHISTLE REDIMIX INC		12/31/2021	28196	12/10/2021	CONCRETE DELIVERY	
		29062					312.00
						Vendor Total:	312.00
165789	WILSON & COMPANY INC		12/31/2021		12/01/2021	PROFESSIONAL SERVICES	
		102175					300.00
						Vendor Total:	300.00
						Grand Total:	215,047.16
						Less Credit Memos:	-707.34
						Net Total:	214,339.82
						Less Hand Check Total:	152,654.00
						Outstanding Invoice Total:	61,685.82

Total Invoices: 193



**Paola City Council**  
**Pledge Collateral Analysis**

**Consent Agenda Item 1-d**

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DATE: 12/31/2021

<b>Bank</b>	<b><u>Demand Deposits</u></b>	<b><u>CDs on Deposit</u></b>	<b><u>Pledged Collateral</u></b>	<b><u>FDIC Insurance</u></b>	<b><u>Overage (Shortage)</u></b>
Security Bank of KC	\$2,643,300.58	\$1,250,000.00	\$4,260,737.61	\$250,000.00	\$617,437.03
First Option Bank	\$735,117.00	\$3,000,000.00	\$5,608,905.00	\$250,000.00	\$2,123,788.00
Great Southern Bank	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landmark National Bank	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>First Security Bank</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Totals</b>	<b>\$3,378,417.58</b>	<b>\$4,250,000.00</b>	<b>\$9,869,642.61</b>	<b>\$500,000.00</b>	<b>\$2,741,225.03</b>



# Paola City Council Memorandum

Agenda Item 3

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**SUBJECT:** Annual Designation of Depositories for City Funds  
**CONTACT:** Stephanie Marler, City Clerk  
**DATE:** January 11, 2022

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## **Background**

Annually, the City must officially designate the depository institutions for City funds. The City's operating account is at Security Bank of KC and the payroll account is at First Option Bank. The City also has Certificates of Deposit at Security Bank of KC, First Security and First Option Bank. Bids for the CD's are solicited from Great Southern Bank as well as Landmark National Bank.

## **Issue**

Council needs to take official action to name the depositories for City funds.

## **Summary**

Designating the depository for City funds is a housekeeping item that needs to be addressed annually. It is best to designate all 5 local banks to keep options open.

## **Financial Impact (or Fiscal Note)**

Paola is fortunate enough to have 5 local financial institutions. By designating all 5 as depositories this creates some competition and allows the City to earn higher returns on deposits.

## **Alternatives**

Council could choose to eliminate one of the financial institutions.

## **Recommendations**

I recommend that Security Bank of KC, First Option Bank, Great Southern Bank, First Security Bank, and Landmark National Bank be named as depositories for the City of Paola.



# Paola City Council Memorandum

Agenda Item 4

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**SUBJECT:** Annual authorization for paying claims  
**CONTACT:** Stephanie Marler, City Clerk  
**DATE:** January 11, 2022

---

## Introduction

With Council Meetings being conducted monthly, the Council has historically passed a resolution authorizing the City Manager to pay claims before approval at the regular meeting.

## Background

In 2017 the City Council changed from bi-monthly meetings to monthly meetings. At that time the City Council adopted a Resolution that authorizes the City Manager to pay vendors in a timely fashion pursuant to KSA 12-105b(e). The League of Kansas Municipalities was consulted during the transition and it is their recommendation that the Resolution be adopted annually to keep the issue transparent to both the Governing Body and the public.

## Summary

Adopting the Resolution could potentially save the City money and remain in good standing with vendors.

## Legal Impact (or Review)

The League of Kansas Municipalities was consulted initially and it is suggested to continue with their recommendations.

**Financial Impact (or Fiscal Note)**

There is no impact in adopting the Resolution, however should you choose not to adopt the Resolution, the City could be liable for late fees and service charges.

**Recommendations**

I recommend approval of Resolution 2022-001 authorizing the City Manager to pay claims against the City pursuant to KSA 12-105b(e).

**Attachments**

Resolution No 2022-001

**12-105b. Uniform procedure for payment of claims; presentment of claims; claims which could give rise to action under Kansas tort claims act; notice, contents, limitation on commencement of action; payments in advance of approval; auditing; approval.**

(e) Claims against a municipality which provide for a discount for early payment or for the assessment of a penalty for late payment may be authorized to be paid in advance of approval thereof by the governing body in accordance with the provisions of this subsection. The governing body may designate and authorize one or more of its officers or employees to pay any such claim made against the municipality in advance of its presentation to and approval by the governing body if payment of the amount of such claim is required before the next scheduled regular meeting of the governing body in order for the municipality to benefit from the discount provided for early payment or to avoid assessment of the penalty for late payment. Any officer or employee authorized to pay claims under this subsection shall keep an accurate record of all moneys paid and the purpose for which expended, and shall submit the record to the governing body at the next meeting thereof. Payments of claims by an officer or employee of the municipality under authority of this subsection are valid to the same extent as if the claims had been approved and ordered to be paid by the governing body.

**RESOLUTION NO. 2022-001**

**A RESOLUTION OF THE CITY OF PAOLA, KANSAS, AUTHORIZING THE CITY MANAGER TO PAY CLAIMS AGAINST THE CITY PURSUANT TO K.S.A. 12-105b(e).**

WHEREAS, the governing body of the City of Paola, Kansas (the "City"), according to K.S.A. 12-105b(e), desires to take advantage of any discount for early payment and to avoid the assessment of a penalty for late payment of claims against the City;

AND WHEREAS, the governing body of the City of Paola, Kansas acknowledges that payment of said claims are authorized to be paid in advance of approval by the governing body;

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

SECTION 1. The governing body of the City of Paola hereby designates and authorizes the City Manager to pay any such claim made against the municipality in advance of its presentation to and approval by the governing body if payment of the amount of such claim is required before the next scheduled regular meeting of the governing body in order for the municipality to benefit from the discount provided for early payment or to avoid assessment of the penalty for late payment.

SECTION 2. The City Manager shall keep an accurate record of all moneys paid and the purpose for which expended, and shall submit the record to the governing body at the next meeting thereof.

SECTION 3. Payments of claims by the City Manager under authority of this resolution are valid to the same extent as if the claims had been approved and ordered to be paid by the governing body.

SECTION 4. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the governing body of the City of Paola, Kansas on January 11, 2022.

By \_\_\_\_\_  
Leigh House, Mayor

ATTEST: [seal]

By \_\_\_\_\_  
Stephanie Marler, City Clerk



# Paola City Council Memorandum

Agenda Item 5-a

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**SUBJECT:** Personnel Manual Amendments  
**CONTACT:** Stephanie Marler, City Clerk  
**DATE:** January 11, 2022

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## Introduction

The process through which an employee would file a complaint involving the City Manager has been reviewed and certain changes have been suggested.

## Background

HR Director Vicki Belt made some necessary changes to the way the City of Paola Personnel Manual addresses a complaint from an employee if the City Manager is named as a witness or is involved in wrongful conduct. Although the current policy does address this situation, it is just one sentence and not easy to locate.

## Issue

The manual should be clear and give direction as to what action to take in certain situations.

## Summary

HR Director Belt has updated the wording to make the policy more clear and understandable.

## Recommendations

I recommend approval of Resolution No 2022-002 amending the City of Paola Personnel Manual, effective January 11, 2022.

## Attachments

Resolution 2022-002  
2.6 Policy Prohibiting Discrimination, Harassment and Retaliation  
2.9 Workplace Bullying Policy

## RESOLUTION 2022-002

### **A RESOLUTION AMENDING THE CITY OF PAOLA PERSONNEL MANUAL, EFFECTIVE JANUARY 11, 2022**

**WHEREAS**, Section 1-307 of the Code of the City of Paola, Kansas provides for the preparation, revision, and amendment of a Personnel Manual; and,

**WHEREAS**, the Interim City Manager has submitted a proposed and revised Personnel Manual to the Governing Body as follows:

#### **Section 2.6 of the Personnel Manual is hereby amended and reads as follows:**

##### **2.6 Policy Prohibiting Discrimination, Harassment and Retaliation.**

(a) **General Policy.** It is the policy of the City to maintain a work environment free of intimidation, insult, discrimination and harassment based upon race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law. Discrimination, harassment or retaliation of any kind will not be tolerated. Employees have the obligation to report all incidents of such conduct, and those reports will be promptly and thoroughly investigated. The City also does not tolerate retaliation against those who report discrimination or harassment in good faith or those who cooperate with discrimination or harassment investigations. Any employee who has engaged in discriminatory, harassing or retaliatory conduct will be subject to immediate discipline, up to and including termination.

(b) **Harassment Defined.** Harassment is verbal, written, or physical conduct which degrades or displays hostility or hatred toward others based on their race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law and which creates an intimidating, hostile, or offensive working environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

(c) **Examples of Harassment.** Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law:

1. Epithets;
2. Slurs;
3. Stereotyping;
4. Threats; and
5. Written or graphic material that degrade or display hostility or hatred toward an individual or group when such material is distributed or circulated in the workplace or placed on walls, on bulletin boards, or elsewhere on the premises of the City.

(d) **Sexual Harassment Defined.** Sexual harassment is defined as the threat or insinuation by one employee or group of employees, either explicitly or implied, that his/her refusal to submit to sexual advances will adversely affect his/her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development (quid pro quo); or the subjecting of an employee(s), by another employee(s), to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile or offensive working environment.

(e) **Examples of Sexual Harassment.** No employee, whether supervisory or non-supervisory, may sexually harass another employee. Sexual harassment as defined includes, but is not limited, to:

1. Unwelcome or unnecessary sexual touching, propositions, and/or advances;
2. Unwelcome sexual flirtations;
3. Abusive and/or vulgar language of a sexual nature;
4. Graphic or vulgar commentaries about an employee's body or clothing;
5. Displays of sexually graphic or suggestive pictures, photographs, cartoons, etc.
6. Sexually degrading words used to describe a person;
7. Displays in the workplace or on City premises of sexually suggestive materials, including objects or pictures;
8. Physical assault or battery;
9. Verbal harassment or abuse;
10. Accusations of sexual preference;
11. Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
12. Conditioning any term or benefit of employment upon sexual favors;
13. Sexual slurs or innuendoes;
14. Suggestive or insulting sounds;
15. Touching, leering, whistling or obscene gestures;
16. Displaying derogatory or offensive posters, cartoons or drawings; and
17. Any other conduct that unreasonably interferes with an employee's performance of his or her job, creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.

(f) **Discrimination, Harassment and Retaliation Complaint Procedure.** Any employee who feels he/she is being subjected to discrimination, harassment or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor;
2. The employee's Department Head;
3. Other Supervisory Personnel;

4. The Human Resources Director; or
5. The City Manager.

Employees shall not make a complaint to the person who is the alleged harasser or person committing the retaliation. Instead, the complaint should be made to one of the other listed persons.

The employee should be prepared to provide the following information:

1. Employee's name, department, and position title;
2. The name of the person(s) committing the discrimination or harassment;
3. The date(s) and approximate times(s) of the discrimination or harassment;
4. The specific nature of the discrimination or harassment, the duration of the harassment, and any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against him/her as a result of the harassment;
5. The name of any witness to the discrimination or harassment; and
6. Whether he/she has previously reported such discrimination or harassment and if so, when and to whom.

After receiving a complaint, the recipient of the complaint shall assist the employee filing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

(g) **Discrimination, Harassment or Retaliation Investigations.** Anyone who receives a complaint of discrimination, harassment or retaliation shall immediately report the complaint directly to the Human Resource Director. The Human Resource Director is the officer designated to investigate reports of complaints based on race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law. Once a complaint is received, the Human Resource Director shall inform the City Manager of the complaint and shall immediately conduct a thorough investigation regarding any complaint. If the Human Resource Director is named as a witness or alleged to have engaged in the wrongful conduct, the City Manager's designee shall conduct the investigation. At the discretion of the City Manager, a neutral third-party may be secured to investigate any complaint of discrimination, harassment or retaliation. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City, Federal or State officers, agency, or departments, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employees; as otherwise required by law.

An investigation will be conducted consistent with the City's investigation procedures. The City shall complete an investigation as soon as practicable upon receipt of any complaint of discrimination, harassment or retaliation.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall

subject employees to immediate disciplinary action, up to and including discharge from employment.

The investigation findings, along with any recommendations, shall be submitted by the investigator to the City Manager. The City Manager shall take disciplinary or remedial action as appropriate. The City Manager shall notify the complainant and any other parties of the investigative findings as appropriate.

If the City Manager determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, the City Manager shall take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

(h) In the event that the City Manager is named as a witness or alleged to have engaged in the wrongful conduct. The complaint should be made directly to the Human Resource Director. After receiving a complaint, the HR Director shall assist the employee in preparing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

The Human Resource Director shall inform the City Attorney. In the absence of the Human Resource Director, the City Clerk will serve as the City's designee to the City Attorney. The City Attorney will inform the City Council and the City Council will then proceed with an investigation as directed by either internal or external legal counsel.

(i) **Records of Complaints.** All records, except those affected by the Kansas Open Records Act concerning a complaint shall be confidential and kept in a separate locked file. Access shall be granted only to parties who have a direct and relevant need-to-know and only with the City Manager's approval.

**Section 2.9 of the Personnel Manual is hereby amended and reads as follows:**

**2.9 Workplace Bullying Policy**

- (a) **General Policy.** The purpose of this policy is to communicate to all employees, including supervisors, department heads that the City of Paola will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.
- (b) **Bullying Defined.** The City of Paola defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes, but is not limited to:
  1. Threatening, humiliating or intimidating behaviors.

2. Work interference/sabotage that prevents work from getting done.
3. Verbal abuse

Such behavior violates the general policy for employee conduct which clearly states that all employees will behave in a professional and ethical manner at all times.

(c) **Examples of Bullying.** The City considers the following types of behaviors examples of bullying. This list is not intended to be a complete list of misconduct that may result in immediate termination or other disciplinary action; these are merely some examples of unacceptable conduct:

1. Verbal bullying. Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
2. Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
3. Gesture bullying. Nonverbal gestures that can convey threatening messages.
4. Exclusion. Socially or physically excluding or disregarding a person in a work-related activity.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace.

1. Using obscene or intimidating gestures.
2. Not allowing the person to speak or express themselves (i.e., ignoring or interrupting).
3. Personal insults and use of offensive nicknames.
4. Public humiliation in any form
5. Public reprimands.
6. Repeatedly accusing someone of errors that cannot be documented.
7. Deliberately interfering with mail and other communications.
8. Spreading rumors and gossip regarding individuals.
9. Encouraging others to disregard a supervisor's instructions.
10. Manipulating the ability of someone to do his or her work (i.e., overloading, under loading, withholding information, setting deadlines that cannot be met, giving deliberating ambiguous instructions).
11. Taking credit for another person's ideas.

12. Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.

13. Unwanted physical contact, physical abuse or threats of abuse to an individual or individual's property (defacing or marking up property)

**Bullying Complaint Procedure.** Any employee who feels he/she is being subjected to bullying should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate Supervisor.
2. The employee's Department Head.
3. Other Supervisory Personnel.
4. The Human Resource Director.
5. The City Manager.

Employees shall not make a complaint to the person who is the alleged bully or persons who are alleged to be involved in the bullying. Instead, the complaint should be made to the other listed persons.

The recipient of the complaint shall immediately report the complaint directly to the Human Resources Director. Once a complaint is received, the Human Resources Director shall inform the City Manager of the complaint and shall immediately conduct a thorough investigation regarding any complaint. If the Human Resources Director is named as a witness or alleged to have engaged in the wrongful conduct, the City Manager's designee shall conduct the investigation. At the discretion of the City Manager, a neutral third-party may be secured to investigate any complaint of bullying. If third-party investigators are used, disclosure of any investigation report and its content will be restricted to the City.

An investigation will be conducted consistent with the City's investigation procedures. The City shall complete an investigation as soon as practicable upon receipt of any complaint of bullying.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including being discharged from employment.

The investigation findings, along with any recommendations, shall be submitted by the investigator to the City Manager. The City Manager shall take disciplinary or remedial action as appropriate. The City Manager shall notify the complainant and any other parties of the investigative findings as appropriate.

If the City Manager determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, the City Manager shall take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

In the event that the City Manager is named as a witness or alleged to have engaged in the wrongful conduct. The complaint should be made directly to the Human Resource Director. After receiving a complaint, the HR Director shall assist the employee in preparing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

The Human Resource Director shall inform the City Attorney. In the absence of the Human Resource Director, the City Clerk will serve as the City's designee to the City Attorney. The City Attorney will inform the City Council and the City Council will then proceed with an investigation as directed by either internal or external legal counsel.

**NOW THEREFORE BE IT RESOLVED** by the governing Body of the City of Paola, Kansas that said Sections of the Personnel Manual be hereby amended and adopted as the official policy of the City of Paola, Kansas effective on January 11, 2022.

**BE IT FURTHER RESOLVED** that this Amended Personnel Manual is intended to and shall replace all previous versions, and that copies of said manual shall be available in the office of the City Clerk.

**PASSED, APPROVED AND ADOPTED** this 11th day of January, 2022.

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Leigh House, Mayor

ATTEST: [seal]

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Stephanie Marler, City Clerk

## **2.6 Policy Prohibiting Discrimination, Harassment and Retaliation.**

(a) **General Policy.** It is the policy of the City to maintain a work environment free of intimidation, insult, discrimination and harassment based upon race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law. Discrimination, harassment or retaliation of any kind will not be tolerated. Employees have the obligation to report all incidents of such conduct, and those reports will be promptly and thoroughly investigated. The City also does not tolerate retaliation against those who report discrimination or harassment in good faith or those who cooperate with discrimination or harassment investigations. Any employee who has engaged in discriminatory, harassing or retaliatory conduct will be subject to immediate discipline, up to and including termination.

(b) **Harassment Defined.** Harassment is verbal, written, or physical conduct which degrades or displays hostility or hatred toward others based on their race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law and which creates an intimidating, hostile, or offensive working environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

(c) **Examples of Harassment.** Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, gender, religion, color, national origin, age, ancestry, disability, or any other characteristic protected by Federal, State, or local law:

1. Epithets;
2. Slurs;
3. Stereotyping;
4. Threats; and
5. Written or graphic material that degrade or display hostility or hatred toward an individual or group when such material is distributed or circulated in the workplace or placed on walls, on bulletin boards, or elsewhere on the premises of the City.

(d) **Sexual Harassment Defined.** Sexual harassment is defined as the threat or insinuation by one employee or group of employees, either explicitly or implied, that his/her refusal to submit to sexual advances will adversely affect his/her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development (quid pro quo); or the subjecting of an employee(s), by another employee(s), to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile or offensive working environment.

(e) **Examples of Sexual Harassment.** No employee, whether supervisory or non-supervisory, may sexually harass another employee. Sexual harassment as defined includes, but is not limited, to:

1. Unwelcome or unnecessary sexual touching, propositions, and/or advances;

2. Unwelcome sexual flirtations;
3. Abusive and/or vulgar language of a sexual nature;
4. Graphic or vulgar commentaries about an employee's body or clothing;
5. Displays of sexually graphic or suggestive pictures, photographs, cartoons, etc.
6. Sexually degrading words used to describe a person;
7. Displays in the workplace or on City premises of sexually suggestive materials, including objects or pictures;
8. Physical assault or battery;
9. Verbal harassment or abuse;
10. Accusations of sexual preference;
11. Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
12. Conditioning any term or benefit of employment upon sexual favors;
13. Sexual slurs or innuendoes;
14. Suggestive or insulting sounds;
15. Touching, leering, whistling or obscene gestures;
16. Displaying derogatory or offensive posters, cartoons or drawings; and
17. Any other conduct that unreasonably interferes with an employee's performance of his or her job, creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.

(f) **Discrimination, Harassment and Retaliation Complaint Procedure.** Any employee who feels he/she is being subjected to discrimination, harassment or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor;
2. The employee's Department Head;
3. Other Supervisory Personnel;
4. The Human Resources Director; or
5. The City Manager.

Employees shall not make a complaint to the person who is the alleged harasser or person committing the retaliation. Instead, the complaint should be made to one of the other listed persons.

The employee should be prepared to provide the following information:

1. Employee's name, department, and position title;
2. The name of the person(s) committing the discrimination or harassment;
3. The date(s) and approximate times(s) of the discrimination or harassment;
4. The specific nature of the discrimination or harassment, the duration of the harassment, and any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against him/her as a result of the harassment;

5. The name of any witness to the discrimination or harassment; and
6. Whether he/she has previously reported such discrimination or harassment and if so, when and to whom.

After receiving a complaint, the recipient of the complaint shall assist the employee filing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

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An investigation will be conducted consistent with the City's investigation procedures. The City shall complete an investigation as soon as practicable upon receipt of any complaint of discrimination, harassment or retaliation.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including discharge from employment.

The investigation findings, along with any recommendations, shall be submitted by the investigator to the City Manager. The City Manager shall take disciplinary or remedial action as appropriate. The City Manager shall notify the complainant and any other parties of the investigative findings as appropriate.

If the City Manager determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, the City Manager shall take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

(h) In the event that the City Manager is named as a witness or alleged to have engaged in the wrongful conduct. The complaint should be made directly to the Human Resource Director. After receiving a complaint, the HR Director shall assist the employee in preparing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

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Such behavior violates the general policy for employee conduct which clearly states that all employees will behave in a professional and ethical manner at all times.

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  4. Exclusion. Socially or physically excluding or disregarding a person in a work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace.

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2. Not allowing the person to speak or express themselves (i.e. ignoring or interrupting).
3. Personal insults and use of offensive nicknames.
4. Public humiliation in any form
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6. Repeatedly accusing someone of errors that cannot be documented.
7. Deliberately interfering with mail and other communications.
8. Spreading rumors and gossip regarding individuals.
9. Encouraging others to disregard a supervisor's instructions.
10. Manipulating the ability of someone to do his or her work (i.e. overloading, under loading, withholding information, setting deadlines that cannot be met, giving deliberating ambiguous instructions).
11. Taking credit for another person's ideas.
12. Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
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3. Other Supervisory Personnel.
4. The Human Resource Director.
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Employees shall not make a complaint to the person who is the alleged bully or persons who are alleged to be involved in the bullying. Instead the complaint should be made to the other listed persons.

The recipient of the complaint shall immediately report the complaint directly to the Human Resources Director. Once a complaint is received, the Human Resources Director shall inform the City Manager of the complaint and shall immediately conduct a thorough investigation regarding any complaint. ~~except if the City Manager is named as a witness or alleged to have engaged in the wrongful conduct. In such an event, the Human Resources Director shall inform the City Council.~~ If the Human Resources Director is named as a witness or alleged to have engaged in the wrongful conduct, the City Manager's designee shall conduct the investigation. At the discretion of the City Manager, a neutral third-party may be secured to investigate any complaint of bullying. If third-party investigators are used, disclosure of any investigation report and its content will be restricted to the City.

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The investigation findings, along with any recommendations, shall be submitted by the investigator to the City Manager. The City Manager shall take disciplinary or remedial action as appropriate. The City Manager shall notify the complainant and any other parties of the investigative findings as appropriate.

If the City Manager determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, the City Manager shall take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

In the event that the City Manager is named as a witness or alleged to have engaged in the wrongful conduct. The complaint should be made directly to the Human Resource Director. After receiving a complaint, the HR Director shall assist the employee in preparing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

The Human Resource Director shall inform the City Attorney. In the absence of the Human Resource Director the City Clerk will serve as the City's designee to the City Attorney. The City Attorney will inform the City Council and the City Council will then proceed with an investigation as directed by either internal or external legal counsel.

## Agenda Item 5-b

This item does not currently have a memo.





# Paola City Council Memorandum

Agenda Item 5-c

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**SUBJECT:** Lake Miola Dam Repairs  
**CONTACT:** Stephanie Marler, City Clerk  
**DATE:** January 11, 2022

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## Introduction

BG Consultants has submitted a proposal to include a hydrologic analysis, survey, and design of improvements to the Lake Miola Dam.

## Background

As we have discussed, many inspections have been completed on the dam which emphasize issues with embankment instability on the downstream slope. Multiple repairs and modifications have been made but the slides continue to develop.

## Issue

BG Consultants has submitted a proposal for the survey and engineering design of dam improvements to the Lake Miola Dam. The proposal also provides for bid phase services as well as construction phase services.

## Summary

BG Consultants will provide necessary information, engineering design and construction plans to move forward with necessary repairs and improvements for the stabilization of the dam.

## Financial Impact (or Fiscal Note)

Cost for the Survey Services & Design Services is \$95,000

Cost for Bid Phase Services & Construction Phase Services \$15,000

Total: \$110,000 to be paid from the Temporary Notes, Series 2022

**Recommendations**

I recommend approval of the Lake Miola Dam Improvements proposal with BG Consultants in the amount of \$110,000 and authorize the necessary signatures.

**Attachments**

BG Consultants Proposal



## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Paola, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

\_\_\_\_\_  
Lake Miola Dam Improvements  
\_\_\_\_\_  
Water Structure Number DMI-0062  
\_\_\_\_\_  
Paola, Kansas  
\_\_\_\_\_

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

### SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1     “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2     “Agreement” means this contract and includes change orders issued in writing.
- 1.3     “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4     “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5     “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6     “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7     “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8     “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9     “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## **SECTION 2 – RESPONSIBILITIES OF CONSULTANT**

- 2.1     **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

### **2.2 GENERAL DUTIES AND RESPONSIBILITIES**

- 2.2.1.     **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Jason Hoskinson
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2.     **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
  - 2.2.3.     **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
  - 2.2.4.     **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
  - 2.2.5.     **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

### **SECTION 3 – CLIENT RESPONSIBILITIES**

#### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Kirk Rees
Address:	19 E. Peoria Street
	Paola, KS 66071
Phone:	913-259-3620

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name:	Kirk Rees
Address:	19 E. Peoria Street
	Paola, KS 66071
Phone:	913-259-3620

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee of ninety-five thousand and NO/100 Dollars (\$95,000.00) according to **Exhibit 2** of this Agreement plus reimbursable expenses as outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1, Items A and B** of this Agreement. Payment of the Lump Sum Fee and

reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **fifteen thousand and NO/100 dollars (\$15,000.00)** according to **Exhibit 2** of this Agreement plus reimbursable expenses as outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1, Items D and E** of this Agreement. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

## 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**BG Consultants, Inc.**

**CLIENT:**

**City of Paola, Kansas**

By: 

By: \_\_\_\_\_

Printed Name: Jason Hoskinson

Printed Name: \_\_\_\_\_

Title: Corporate Secretary

Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for the survey and engineering design of dam improvements to Lake Miola Dam in Paola, Miami County, Kansas, hereinafter referred to as “PROJECT”. The PROJECT generally includes a hydrologic analysis, survey, and design of improvements to the dam’s downstream slope. The downstream slope improvements have been identified in a geotechnical evaluation report prepared by Braun Intertec and dated September 10, 2021.

#### **A. SURVEY SERVICES**

CONSULTANT will provide the following Survey Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. Perform a topographical survey of the PROJECT location.
3. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
4. Prepare a digital base map of the survey in AutoCAD format.

#### **B. DESIGN SERVICES**

CONSULTANT will provide the following Design Services.

1. Perform a site visit with CLIENT to review existing infrastructure and attend up to four additional site meetings with CLIENT and/or the Paola City Council during the progress of the design phase.
2. Receive available information from CLIENT regarding existing dam and CLIENT’s geotechnical engineer recommended improvements.
3. Review the existing hydrology and estimate the hydrologic performance of the existing dam and spillway components referencing the Kansas Dept. of Agriculture – Division of Water Resources regulations K.A.R. 5-40. CLIENT acknowledges existing storm water conveyance features may be present within and/or adjacent to the PROJECT area which have insufficient capacity and may not be included in the PROJECT design scope of services. CLIENT acknowledges that the CONSULTANT’s hydrologic and hydraulic analysis services are limited to the storm water conveyance features included in the PROJECT design scope of services.
4. Prepare a design report referencing K.A.R. 5-40-2b for the proposed improvements.
5. Perform engineering design and prepare construction plans of the dam improvements and roadway repairs.
6. Prepare a project manual to include construction contract documents and technical specifications for items of work included in the PROJECT design.
7. Construction plans and project manual will be prepared to a Preliminary Check stage to be reviewed by CLIENT. After the Preliminary Check, CONSULTANT will address CLIENT’s review comments and process the following stages of plan review through the CLIENT and the KDA – Division of Water Resources: Final Check.
8. After the Final Check review, CONSULTANT address CLIENT’s comments and provide CLIENT with up to five (5) hard copies and one (1) PDF of the final construction documents (the construction plans and the project manual) sealed by a licensed professional engineer.
9. Prepare an opinion of probable construction costs at the Preliminary Check and Final Check project development stages.

10. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner known to have facilities located within the PROJECT limits.
11. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
  - i. KDA – Division of Water Resources Obstruction in Stream Permit
  - ii. KDHE NOI Permit.
12. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
13. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are not included in this AGREEMENT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
14. Geotechnical engineering services are not included within this scope of services. CLIENT has previously procured services from a geotechnical engineering firm to provide geotechnical services and recommendations.

**C. PROPERTY ACQUISITION SERVICES** – Property Acquisition Services are not included but may be incorporated by addendum to this AGREEMENT.

**D. BID PHASE SERVICES**

CONSULTANT will provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT bid documents.
2. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.
3. Provide CLIENT with an Engineer's Opinion of Probable Construction Costs at the time of the opening of bids.
4. Attend the bid opening, review and tabulate bids, and provide CLIENT with a recommendation regarding award of the construction contract.

**E. CONSTRUCTION PHASE SERVICES**

CONSULTANT will provide the following Construction Phase Services.

1. Assist CLIENT with administration of the construction contract.
2. Attend a preconstruction meeting and bi-weekly construction progress meetings.
3. Clarify the CONSULTANT's design intent in response to Contractor and/or CLIENT questions which may arise during construction of Project.
4. Review Contractor's submittals and shop drawings.

Construction Observation services are not included at this time but may be included by addendum to this AGREEMENT.

**END OF EXHIBIT 1**

## EXHIBIT 2

### COST AND SCHEDULE

#### A. FEE

1. CONSULTANT will provide services in Exhibit 1, Items A and B for a lump sum fee of **ninety-five thousand and NO/100 dollars (\$95,000.00)**. CLIENT will be invoiced for services in Exhibit 1, Items A and B in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the lump sum Fee above for services in Exhibit 1, Items A and B may include, but are not limited to, expenses such as the purchase of maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans and open records, mileage, or other direct costs incurred by CONSULTANT.
3. CONSULTANT will provide services in Exhibit 1, Items D and E for a fee based on the actual hours expended at CONSULTANT's Hourly Rates, but not to exceed **fifteen thousand and NO/100 dollars (\$15,000.00)** without CLIENT's approval. CLIENT will be invoiced for services in Exhibit 1, Items D and E in accordance with Section 4 of this AGREEMENT. CLIENT acknowledges and understands this fee is an estimated budget. Additional compensation in excess of this estimated budget may be necessary depending on the actual volume of hours expended by CONSULTANT.

<b>Position</b>	<b>Hourly Rate (2022)</b>
Principal III	\$280.00
Principal II	\$245.00
Principal I	\$222.00
Engineer/Architect V	\$200.00
Engineer/Architect IV	\$177.00
Engineer/Architect III	\$167.00
Engineer/Architect II	\$156.00
Engineer/Architect I	\$135.00
Intern Engineer/Architect IV	\$153.00
Intern Engineer/Architect III	\$146.00
Intern Engineer/Architect II	\$136.00
Intern Engineer/Architect I	\$117.00
Technician IV	\$140.00
Technician III	\$124.00
Technician II	\$110.00
Technician I	\$99.50
Technician	\$74.00
Senior Construction Observer	\$140.00
Certified Construction Observer	\$114.00
Construction Observer	\$100.00
Senior Project Surveyor	\$180.00
Project Surveyor	\$150.00
Assistant Project Surveyor	\$125.00
Field Supervisor	\$110.00

Field Surveyor II	\$89.00
Field Surveyor I	\$76.00
Clerical II	\$74.00
Clerical I	\$59.00

HOURLY RATE NOTES:

- a. The hourly rates shown above are effective for services through December 31<sup>st</sup> of the contract year and are subject to revision annually.
- b. For any Federal Wage and Hour Law non-exempt personnel, overtime will be billed at 1.5 times the hourly rates shown.
- c. Expert Witness and Depositions will be charged at 1.5 times the hourly rates shown.

**B. ESTIMATED PROJECT SCHEDULE**

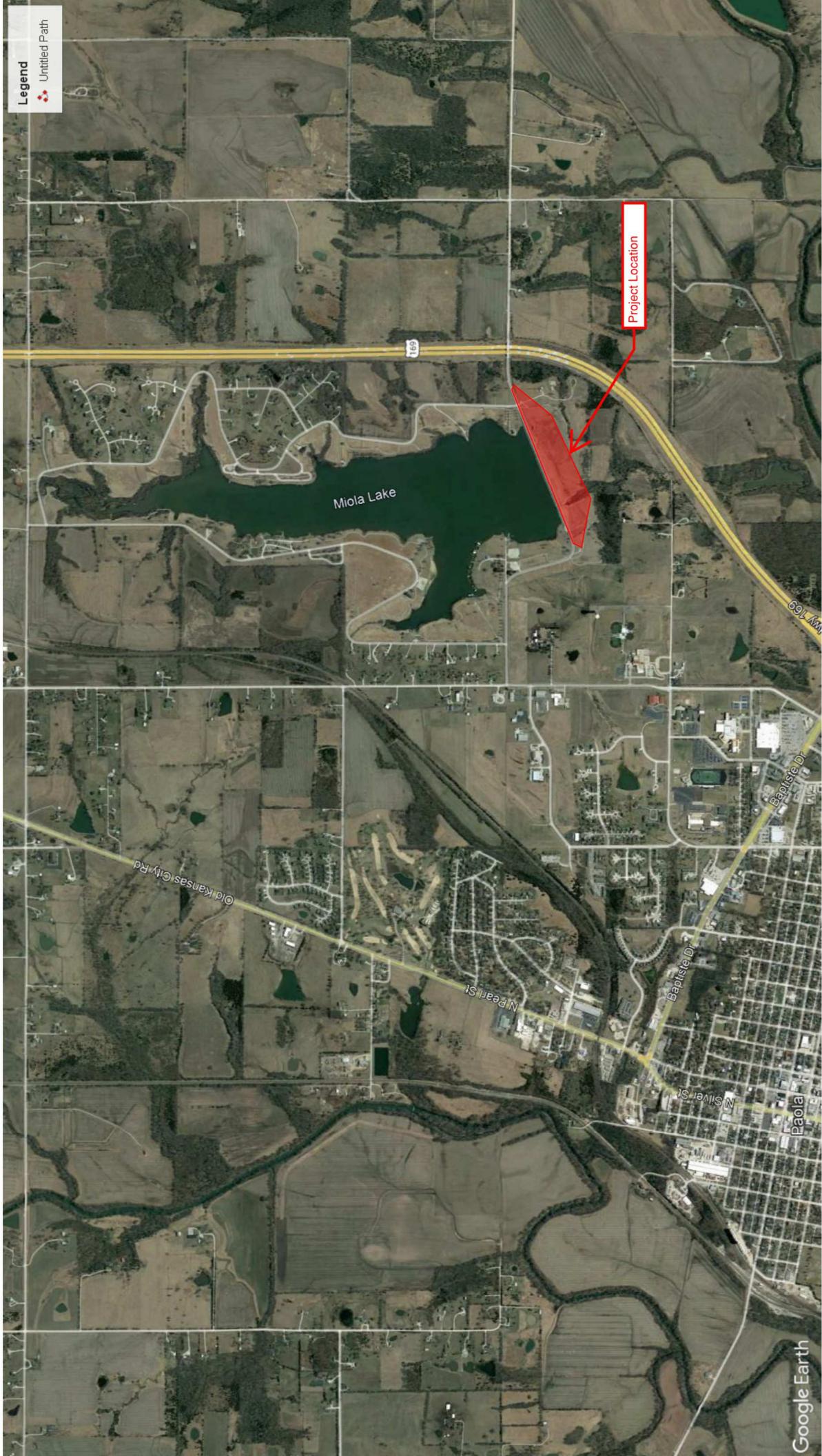
1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. CONSULTANT and CLIENT anticipate the surveying field work will be performed before March 31, 2022 and performance of the preliminary and final design services on or before August 31, 2022 for an anticipated bid letting in Autumn of 2022.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

A PROJECT location map is attached to this AGREEMENT and immediately follows Exhibit 3.

**END OF EXHIBIT 3**





# Paola City Council Memorandum

Agenda Item 6 a/b

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**SUBJECT:** Recreation Commission Appointments  
**CONTACT:** Randi Shannon, Acting City Manager  
**DATE:** January 11, 2022

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### **Background**

In November of 2021, the City of Paola, and Unified School District 368 passed a resolution for the creation of a joint recreation commission for the community of Paola. The Unified School District shall appoint two board members, one individual for a one year term, and another individual for a four year term. The City of Paola shall appoint two board members, one individual for a two year term, and one individual for a three year term. The fifth member of the board will be appointed at large by the recreation commission.

### **Summary**

Applications for membership were open from December 17, 2021 to January 4, 2022. The City received the following 10 applications by the deadline and are up for consideration for the two City appointments.

Tate Shumard  
Chad Spencer  
Luke DeGrande  
Jon Smail  
Shon Taylor  
Aaron Nickelson  
David Kane  
Andy Parks  
Jace Kirk  
Coty McNutt

**Discussion**

The applicants have been asked to attend the meeting to be interviewed by the Council before appointments are chosen. The applicants will be given a number as they arrive at the meeting. Mayor House will randomly select a number from a drawing, the applicant coinciding with the number selected will answer the question first, and then the rest of the applicants will follow numerically after answering the same question. A new number will be drawn for each three questions so that the order is as random as possible for each question. After the questions are answered the Council will discuss and appoint two members all in open session.

**Action**

There will be two separate motions for this agenda item.

- a. I make a motion to appoint (applicant's name) to the 2 year term on the Paola Joint Recreation Commission Board.
  
- b. I make a motion to appoint (applicant's name) to the 3 year term on the Paola Joint Recreation Commission Board.



**Paola City Council  
Memorandum**

**Agenda Item 11**

***EXECUTIVE SESSION: NON-ELECTED PERSONNEL***

**Suggested Motion:**

*I move city council recess into Executive Session for [desired time length] pursuant to personnel matters of non-elected personnel, K.S.A. 75-4319(b)(1). The purpose of the executive session is to discuss an individual employee's performance and employment and shall include the Mayor and Council. The regular meeting shall reconvene in the Municipal Court Room at [state actual time].*

