

# OSAWATOMIE CITY COUNCIL

## AGENDA

January 9, 2013

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Dr. Joseph Bell, Church of the Nazarene
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
  - A. Approve January 9 Agenda
6. Presentations; Comments from the Public
  - A. Dr. Joseph Bell, Church of the Nazarene
    - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Public Hearing – None
8. Unfinished Business
  - A.
9. New Business
  - A. Appointments – none
  - B. Annual Fee Ordinance
  - C. Assignment of Refuse Contract
10. Council Reports
11. Mayor’s Report
12. City Manager’s Report
13. Executive Session
14. Adjournment

*REGULAR MEETING – January 9, 2013*

*REGULAR MEETING – January 23, 2013*

Osawatomie, Kansas. **December 12, 2013.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Martin, and Walmann. Absent were: Farley and Maichel. Also present were City Manager Cawby and City Clerk Elmquist. Visitors were Cindy Govea, Phil Dudley and Coleen Truelson.

**INVOCATION.** Council President Hunter is an ordained minister. He delivered the invocation.

**CONSENT AGENDA.** Approval of the minutes of November 14 Council Meeting, approval of December 12 Agenda, and approval of Appropriation Ordinance 2013-11. Motion made by LaDuex, seconded by Martin to approve the amended minutes of November 14 Council Meeting, approve amended December 12 Agenda, and approval of Appropriation Ordinance 2013-11. Yeas: All.

Attorney Wetzler arrived at 6:38 p.m.

Public Participation; Presentations: none

Public Hearings:

**2013 BUDGET AMENDMENTS HEARING.** Mayor Govea opened the hearing at 6:39 p.m.

	<u>Original</u>	<u>Proposed</u>
General Fund	2,140,661	2,190,000
Refuse Fund	376,700	392,500
Industrial Fund	41,500	69,000
Special Parks & Rec Fund	240,278	275,000
Public Safety Equipment Fund	0	9,855
Golf Course Fund	249,090	280,000
Tourism Fund	46,250	65,000

There being no comments from the public, the hearing was closed at 6:44 p.m.

Unfinished Business:

**APPROVE THE 2013 BUDGET AMENDMENT.** Motion made by Hunter, seconded by LaDuex to approve the 2013 Budget Amendment as presented. Yeas: All.

**STREET SWEEPER LEASE PURCHASE FINANCING.** With Council authorization, the City Manager Cawby negotiated the purchase of the refurbished 2005 Elgin Eagle street sweeper. Key Equipment threw in an entire new paint job for the quoted \$95,000 price. Talked to First Option Bank, Key Equipment's financing branch, and the City's financial advisor Dave Arteberry. Key Equipment offered 4 years at 4.15% with the first payment up front and First Option Bank offered 4 years at 3.15% with payments in 2014. City Manager Cawby and Arteberry believed the First Option loan was the right solution. The payments would range between \$22,000 and \$24,000 per year. The Ordinance authorizes the execution of a lease purchase agreement to provide for the acquisition of equipment. Motion made by Hunter, seconded by Martin authorizing the execution of the lease purchase agreement with First Option Bank. Yeas: All. The Ordinance was assigned No. 3717.

**CONTRACT ADDENDUM WITH BG CONSULTANTS.** There are boundary line discrepancies at the wastewater treatment plant. The current plant is on the City's property, but there may not be the land necessary to place the lean-to for the sludge bin in the best location. The contract addendum with BG Consultants is to survey the entire property. The contract would increase by an amount not to exceed \$8,000. The addition will either need to be relocated or negotiate with the neighbors for additional land. Funding will come from project savings or contingency funds in the project. Motion made by Hunter, seconded by LaDuex to approve the contract addendum for not to exceed \$8,000. Yeas: All.

New Business:

**APPOINTMENTS.** none

**2014 CEREAL MALT BEVERAGE LICENSES.** The following renewals were considered:

Casey's Retail Store – East Main	Pizza Hut
Casey's Retail Store – 6th & Parker	Tailgators
Gasmart LLC (Quick Stop)	Whistle Stop Café
Hayden & Hayden, LLC (Oz Mart)	Willard's, Inc. (Moon's Hometown Market)
Osawatomie Golf Course (Bogey's)	

Motion made by LaDuex, seconded by Martin to approve the CMB licenses. Yeas: All.

**VOLUNTEER FIREFIGHTER STIPENDS.** Martin thinks with the Council voting to give employees a raise, that the firemen should also. They have said they are more interested in getting equipment than a raise. Martin said to figure out a way to do both. Offered the firefighters a \$2 per call increase. City Manager Cawby would like to have Fire Chief DuWayne Tewes put a plan together first. A big consideration is that the department needs more room. Motion made by Hunter, seconded by Walmann to table the issue to the April meeting. Yeas: All.

Council Reports: none

Mayor's Report:

The Council's scholarship will be discussed at the next meeting.

Handed out City pins that he had made up to give out as gifts.

City Manager's Report:

*Budget Update:*

Electric Fund. The problem was figured out. There were incorrect fuel adjustments three times this year. This gave money back to the City's customers at a cost of \$80,000-\$120,000. One of the month's was able to be adjusted for.

Golf Course. Recreated most of the transactions for 2013 to double check numbers. Food and beverage was shown with \$22,000 in revenue and 20,000 in expenses. The review showed \$28,000 in revenues and \$18,000 in expenses. Was pleased to see a drop on the expense side. When the Golf Course loan was refinanced in 2012, the bank made an error on the interest owed. The error was to the City's disadvantage and had to pay \$4,000. The Golf Course Committee met and talked very seriously about where to head with the Golf Course. Looking at starting from scratch and looking at every aspect of running it better.

*Projects:*

**Sewer Plant Upgrades.** The projected start on the sewer plant construction will be in February, weather permitting. Has been trying to finalize the KDHE paperwork to draw down outstanding funds.

**Railbanking for Trail.** Last month contacted counterpart with the Union Pacific. The UP representative said they will not donate the property and that they expected fair market value compensation. Told the representative that is not what the City expected and would stop and evaluate the options. Hopefully can make contact again after the first of the year to see if anything has changed.

**Police Station.** Interior renovations are close to finished, but waiting on the new backup generator and radio antennae before the Police Station can be relocated. The Kastler's have indicated that

they will be vacating the home by the end of December. Will soon be putting out the home for bids and as a part of that process, would like to present a land incentive program to the public which will provide the requirements to get free lots from the City.

**Sports Complex Building.** Plans are almost complete for the Sports Complex Building so the project can be submitted for grant funding.

**Levees.** Yesterday, along with Bill Roseberry and Ted Bartlett met with representatives from FEMA regarding the Levee Assessment and Mapping Procedures (LAMP) pilot program for determining the eventual floodplain maps for the City. FEMA will be asking the City to put together a Local team of stakeholders for inclusion in this process and they hope to begin meeting somewhere around the end of January. Now feels confident that the right decision was made to hold off in beginning the Phase III improvements. The LAMP process should provide the information needed to evaluate the necessity of improvements to the levee when compared to other mitigation or response practices.

*Issues:*

**Workers' Compensation.** Learned that the 2014 Workers' Compensation premiums will increase by 35%, or \$20,000, over 2013. Asked the City's Safety Team to look at the rates and the issues causing this increase. Tasked them with getting to a Gold KMIT rating by 2016. The team met today with representatives from the City's insurer and also with the instructor from the KMU training program. There were errors in the calculation and also the yearly evaluation was completed incorrectly. KMIT will look at recalculating the rates and hope that the premium will be reduced. Even with the calculation errors, still expect this year's premium increase to be significant because there was one claim in 2013 that put the City \$60,000 over 2012.

**Water Line Replacement.** Brian Kingsley, BG Consultants, will be at the Dec. 19 Council meeting to discuss options for moving water lines out of Main Street and also to talk about options for doing some other waterline projects.

**Employee Wellness.** With half the year gone, finally met with the City's Wellness Coordinator from Gallagher Benefits. Plans are to have an employee health fair in March of 2014 that will include a blood draw and a health assessment. Employees will effectively lower their deductible by \$200 for each of these two items and also will be eligible to lower their deductible another \$100 if they have their physician complete an annual physical form. This year's screening program is to assess the health needs of the group which will provide the data necessary to tailor a program to the employee's needs for next year.

**West Lift Station.** The lift station has been a problem for numerous years and has created backup issues for one household located next to the structure. The station requires weekly maintenance and put staff in a fairly hazardous situation on a regular basis. May be looking at some options for getting this lift station replaced. Expects the cost to be at or under \$75,000, but is hard to know until it has been reviewed.

**EXECUTIVE SESSION – FINANCIAL INFORMATION AND TRADE SECRETS OF A BUSINESS.** At 7:47 p.m. motion was made by Hunter, seconded by Walmann to recess into executive session for the purpose of discussing financial information and trade secrets of a business, with City Manager Cawby and City Attorney Wetzler to be present; and that the Council would reconvene the open meeting in this room at 8:00 p.m. Yeas: All. Meeting reconvened at 8:00 p.m. No action taken.

**EXECUTIVE SESSION – NON-ELECTED PERSONNEL.** At 8:01 p.m. motion was made by Hunter, seconded by LaDuex to recess into executive session for the purpose of discussing non-elected personnel, with City Manager Cawby and City Attorney Wetzler to be present; and that the Council would reconvene the open meeting in this room at 8:16 p.m. Yeas: All. Meeting reconvened at 8:10 p.m. No action taken.

Motion made at 8:11 p.m. by Hunter, seconded by LaDuex to adjourn. Yeas: All.

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Ann Elmquist, City Clerk

Osawatomie, Kansas. **December 19, 2013.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 p.m. Council members present were Farley, Hampson, Hunter, LaDuex, Martin, and Walmann. Absent: Dickinson. Also present were City Manager Cawby and City Clerk Elmquist. Visitors were Jerry Dickinson, Brian Kingsley, John & Angela Wastlund, Donna Darner, Bob Medina and Coleen Truelson.

INVOCATION. Pastor John Wastlund of the Osawatomie Wesleyan Church delivered the invocation.

CONSENT AGENDA. Motion made by LaDuex, seconded by Hunter to approve the consent agenda as amended. Yeas: All.

Presentations, Comments from the Public:

Pastor John Wastlund is a bi-vocational pastor. The church is involved in the community and participates in every community event, including having had a hand in every youth event. Theirs is the largest youth group in the community following a non-denominational lesson plan.

Bob Medina, KDHE Bureau of Waste Management's Kansas Illegal Dump Clean-Up Program, explained how the program works. KDHE may pay no more than \$10,000 per site with \$4,500 the average site cost. The program cleans up illegally dumped solid waste that creates a nuisance or adversely impacts public health or the environment. The program is for small to medium-sized dumps and must be non-hazardous waste. Cities have to contribute 25 percent of the cost of clean-up and can include in-kind services.

Attorney Wetzler arrived at 6:46 p.m.

Public Hearings: none

Unfinished Business:

**RELOCATION OF WATER LINES ON MAIN STREET – BRIAN KINSLEY, BG CONSULTANTS.** The best way to ensure a successful Main Street improvement project would be to remove the water lines from under the street before it is constructed. Many of the problems of the street can be attributed to cuts in the asphalt to repair an aging water line. City Manager Cawby asked Brian Kingsley to prepare some estimates on the relocation of lines in the hopes that the project could be started in 2014 so that a Main Street repair project could be started in 2015. Kingsley presented his findings reviewing the provided materials. Relocating the lines from 1<sup>st</sup> to 12<sup>th</sup> Street was estimated to cost \$1,195,475 – \$532,925 from 1<sup>st</sup> to 5<sup>th</sup> and \$662,550 from 7<sup>th</sup> to 12<sup>th</sup>. City Manager Cawby will work with staff and bring back a proposal. There is a lot of work to prepare.

New Business:

**APPOINTMENTS:** none

**AWARDING BID FOR POLICE STATION SALLYPORT/GARAGE.** The Police Station project includes a sallyport/garage to provide a holding area for individuals in custody, a place to clean them off if needed, and a connected entrance into the station for security purposes. A pre-engineered building that could meet the heightened building codes for a public safety building was put out for bid. The bid included the rough-in of drains, concrete floor, insulated building, breezeway connection to the building, and all basic installation. The City would provide grading, construction of the interior rooms, plumbing and electrical in the building. The bids received for a 40' x 40' steel frame engineered building were:

American Buildings, Inc.	Shawnee, KS	\$52,233
Custom Siding & Window Solutions	Kansas City, MO	\$58,750
W.R. Barcus Construction	Paola, KS	\$56,000
Legacy Contractors	Paola, KS	\$98,798

Motion made by Maichel, seconded by Martin to approve the contract with American Buildings, Inc., for a 40' x 40' steel frame engineered building for \$52,233. Yeas: All.

**EXECUTIVE SESSION – SECURITY INFORMATION.** At 7:37 p.m. motion was made by Hunter, seconded by Martin to recess into executive session for the purpose of Attorney-Client Communication, with City Manager Cawby and City Attorney Wetzler to be present; and that the Council would reconvene the open meeting in this room at 7:53 p.m. Yeas: All. Meeting reconvened at 7:49 p.m. No action taken.

**CONCEALED CARRY WAIVER.** Motion made by Hunter, seconded by Martin to approve the resolution exempting, until January 1, 2018, certain identified Osawatomie municipal buildings from the Requirements of 2013 Kan. Sess. Laws 551, Chapter 105, New Section 2, which precludes Kansas municipalities from prohibiting the carrying of concealed handguns into city buildings. Yeas: All. The Resolution was assigned No. 676.

Council Reports:

Maichel: Talked to City Manager Cawby and Police Chief Mike Stiles and will be attending Public Safety Committee meetings.

Mayor's Report:

There is currently criteria set up for the Council Scholarship. There was discussion about the scholarship. Asked the Council to send any comments to him. The school has a selection committee that the Mayor will sit in on.

At a MARC meeting they discussed broad banning opportunities and what other communities are doing.

City Manager's Report:

*Projects:*

**KDHE Loan.** KDHE has signed the loan agreement for the improvements to the Wastewater Treatment Plant. Reimbursement for expenses the City has already paid should be reimbursed by the end of the year.

**Library.** The piers should be done and filled in tomorrow. Mudjacking will be start Monday.

*Issues:* none

City Hall will be closed 2 hours before their shift ends on Christmas Eve. Other departments will also end their shifts 2 hours early.

**EXECUTIVE SESSION – ATTORNEY-CLIENT COMMUNICATION.** At 8:07 p.m. motion was made by Hunter, seconded by Martin to recess into executive session for the purpose of Attorney-Client Communication, with City Manager Cawby and City Attorney Wetzler to be present; and that the Council would reconvene the open meeting in this room at 8:13 p.m. Yeas: All. Meeting reconvened at 8:13 p.m. No action taken.

Motion made at 8:14 p.m. by Hunter, seconded by Maichel to adjourn. Yeas: All.

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Ann Elmquist, City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** January 9, 2014

**AGENDA ITEM:** Fee Resolution

**PRESENTER:** Don Cawby, City Manager

### ISSUE SUMMARY:

**Golf Course Fees.** In November last year, I told you that I expected us to make some major changes to golf course fees for 2014, and this is the result of that proposed change. The goal of the rate change was to get our top rate (18 holes and a cart on the weekend) below \$30. The reductions are only for the daily and tournament rates. Membership rates and cart rentals are staying the same, but we are folding in the sales tax to make it a flat amount.

A major focus of our committee's discussion in December was to re-energize the interest in golf for the youth, or to at least remove barriers to participating. One of the first steps was to make golf affordable for our youth. We are providing a \$25 annual membership for students under the age of 18 (or enrolled in H.S.). Based on our discussions, I have asked Parks & Recreation to look at getting a club and instruction for kids at a time other than peak golf season. Also, I would like for the Parks & Rec and the Golf Course to work with the middle school and high school to get kids out to the course in the spring and fall.

Another major change is our tournament structure. We have made our rates competitive for the area in the hopes of picking up many more tournaments. On top of that, we have changed the rate structure so that we don't lose money when we rent carts. Once we are out of our carts, we will pass the rental cost on directly to the tournament organizers so that they can make good decisions about sizing their tournaments and committing to the rental carts.

**Other Fees.** I have highlighted suggested a few other changes in the fee resolution for 2014.

1. We made a couple of changes to the cemetery fees. The first is to eliminate the re-setting fee. This really creates little work for us and helps make it less cost prohibitive for people wanting to replace deteriorating headstones or bases. We also redefined



our cost structure since we no longer have a growth area. These are the definitions we have been using for the last year or two.

2. Our staff suggested that we lower the utility histories rate and the letter of credit rate, as the \$25 fee kept people from getting the histories. Instead, they suggested we make them equal to our open records fee to cover the cost of paper, printing and mailing on occasion. Once we get the capability to create an electronic report, we may suggest eliminating the fees all together, if they are provided electronically.
3. Staff recommends eliminating the fee for water turn on/off for the purposes of leaks and repairs. We haven't been charging anything for this service even though it has been on the books for a long time. The reason for not charging is to keep people from messing with the meter pit and damaging equipment. There is probably some debate to be had over the cost of weekend call-outs to staff, but the potential for damage seems to outweigh the revenue lost.

**COUNCIL ACTION NEEDED:** Review and consider the attached fee resolution.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the fee resolution as proposed.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION REVISING THE ANNUAL  
FEE RESOLUTION NO. 668.**

**WHEREAS**, a “comprehensive fee listing” promotes efficiency and expediency regarding City fees and charges; and

**WHEREAS**, the Governing Body shall at least annually review prior to the next fiscal year’s budget all fees and charges.

**BE IT RESOLVED BY THE CITY OF OSAWATOMIE, KANSAS**, that the fees and charges in “Exhibit A” attached be established.

**SECTION ONE:** Resolution No. 668 and all fees that are in conflict with this Resolution regarding fees and charges are hereby repealed.

**SECTION TWO:** This Resolution shall take effect the 10th day of January, 2014.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 9th day of January, 2014, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
**Proposed 01/09/2014; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 10, 2014**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
<b>ADMINISTRATIVE:</b>							
<b>ALCOHOL &amp; CEREAL MALT BEVERAGE</b>							
3-101	Code 1977    Ord 3254	Alcoholic Consumption on Public Property	\$100.00 deposit	28-Jul-05	\$100.00 deposit		
		Cereal Malt Beverage					
		general retailer/consumption	\$100.00*	13-Dec-07	\$50.00 per calendar year *		
		limited retailer/retail sales	\$50.00*	13-Dec-07	\$50.00 per calendar year *		
		change location application fee		13-Dec-07	\$25.00		
		* plus any state assessed costs/taxes					
		Occupational Tax – Retail Liquor sales off premises consumption	\$300.00		\$300.00 per year		
		Private Club License - Class A Club			\$250.00 per year		
			\$100.00				
		Drinking Establishment License - Class B Club	\$100.00		\$250.00 per year		
		Special Event Cereal Malt Beverage Permit		12-Jan-12	\$50 + \$25 State Fee		
		Temporary Liquor License - by the drink		28-Jul-05	\$50.00 per day + state license		
<b>BUILDING RENTALS</b>							
	Governing Body Nov-05	Auditorium					
		per day	\$125.00	17-Dec-09	\$150.00		
		deposit			\$100.00		
		microphone deposit			\$25.00		
		Memorial Hall					
		Monday - Friday	7:00 a.m. - 3:00 p.m.	\$35.00	13-Dec-07	\$40.00	
			4:00 p.m. - midnight	\$45.00	13-Dec-07	\$50.00	
			all day	\$55.00	13-Dec-07	\$60.00	
		Saturday, Sunday, Holidays	7:00 a.m. - 3:00 p.m.	\$40.00	13-Dec-07	\$50.00	
			4:00 p.m. - midnight	\$50.00	13-Dec-07	\$60.00	
			all day	\$60.00	13-Dec-07	\$70.00	
		Grandfathered organizations		\$25.00 per year		\$35.00 per year	
		deposit		\$100.00		\$100.00	
		Old Stone Church		\$50 deposit only	16-Dec-10	\$50 rent + \$50 deposit	
		Golf Course Clubhouse			13-Dec-07		
winter rental		\$125.00 + salary		\$250.00 + salary			
Rental Waivers							
USD #367 & Chamber of Commerce		no rent/no deposit	14-Dec-06	no rent/no deposit			
Osawatomie Alumni Association				no rental charge			
Benefit for someone with severe illness				no rental charge			

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
**Proposed 01/09/2014; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 10, 2014**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>CEMETERY</b>						
	Ord 3395	Opening & closing grave, reopening or disinterment	contractor's cost		contractor's cost	
		Single grave space				
		resident	\$100.00	14-Dec-06	\$150.00	City Limits
		growth area	\$0.00	14-Dec-06	\$250.00	Osawatomie Zip Code
		non-resident	\$200.00	14-Dec-06	\$400.00	All Other
		Permit for setting monument				
		single/double/corner markers	\$30.00	14-Dec-06	\$40.00	
		reset	\$0.00	14-Dec-06	\$40.00	no charge
		repair			no charge	
		Burial Permit				
		during business hours	\$25.00	14-Dec-06	\$30.00	
		after business hours	\$75.00	14-Dec-06	\$80.00	
		Permit for disinterment	\$10 + cost + 10%	14-Dec-06	\$80.00	
		Stone Setting Bond	\$300.00	14-Dec-06	\$300 w/liability ins of \$1M	
<b>FIREWORKS</b>						
	Ord 3582	Permit for sale of fireworks	\$750.00	11-Dec-08	\$1,000.00	
		Permit for public display	none		none	
<b>MISCELLANEOUS/OTHER</b>						
		Insufficient check charge for checks returned unpaid by a bank (KSA 21-3707(b)(1))			\$30.00	
<b>MUNICIPAL COURT</b>						
	Ord 3627	Court Cost - plus any state assessed costs	\$40.00	14-Jun-07	\$55.50 + State costs	
	Ord 3706	Other Court Fees not to exceed \$500		13-Dec-12	As assessed by the Judge	
		Court Fines			fine schedule determined by Judge	
<b>OPEN RECORDS FEES</b>						
		Copies	\$0.20	28-Jul-05	\$.60 per page	
		Research fee per employee	\$13/hr.		\$20.00 hr. w/ \$20.00 min.	
		Utility Histories	150% of cost	14-Dec-06	\$25.00 + \$.60 per page	\$.60 per page or \$10 per multi-family housing complex
		Letters of Credit	150% of cost	14-Dec-06	\$25.00	\$.60 per page
		Maps, postage, manuals, misc.	manuals - \$10		150% of City cost including labor	
<b>SOLICITORS, CANVASSERS, PEDDLERS (ETC. City Code 5-201)</b>						
	5-207	License fee per person	\$10/day/person	14-Dec-06	\$30.00 per day per person	
		License fee for Ice Cream Street Vendors		12-Jul-12	\$50.00 per year per vehicle	

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
**Proposed 01/09/2014; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 10, 2014**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>BUILDING, ZONING &amp; NUISANCES:</b>						
<b>BUILDING PERMITS</b>						
		Residential Structures				
	Ord 3577	New, Additions, Remodel, or Accessory Structures over 120 ft <sup>2</sup> , including unfinished basements & garages	\$.27/sq ft (annual increase of \$.03/yr)+ UTILITIES as required	12-Jan-12	\$.30 per sq. ft., minimum \$40 + UTILITIES as required	
		Non-Residential & Public Projects (Other than City)				
		New, Alterations or Additions with a Construction Value less than \$300,000	\$.22 per sq. ft., \$100 minimum + UTILITIES as required	12-Jan-12	\$.25 per sq. ft., \$100 minimum + UTILITIES as required	
		New, Alterations or Additions with a Construction Value of \$300,000 or greater			Adopted Building Code Rates	
		Accessory Structures				
		Residential/Commercial 120 sf and greater	\$.27/sq ft (\$40 min)	12-Jan-12	\$.30 per sq. ft. - min of \$40	
		Agricultural All square footage	\$25.00	13-Dec-07	\$30.00	
		Re-roof/New Roof/fences over 6' in height	\$25.00	13-Dec-07	\$30.00	
		Demolition				
		Free Standing	\$25.00		\$30.00	
		Building with Shared Wall	\$100.00	13-Dec-12	\$100 + engineer review costs	
		Electric Wiring				
		replacement (of existing wiring only)	\$25.00	13-Dec-07	\$30.00	
		new structures (expansion of existing system)	\$40.00		\$50.00	
		Plumbing				
		replacement (of existing plumbing only)	\$25.00	13-Dec-07	\$30.00	
		new structures (expansion of existing system)	\$40.00		\$50.00	
		Mechanical, Heating, Venting & AC				
		replacement (of existing HVAC only)	\$25.00	13-Dec-07	\$30.00	
		new structures (expansion of existing system)	\$40.00		\$50.00	
		Earthwork - excavation or fill 18" or more	\$40 + actual cost		\$50 plus actual City cost	
	Ord. 3577	Towers, Generating Stations, & Generating Plants			Adopted Building Code Rates	
		Temporary Occupancy Permit		17-Dec-09	\$25.00	
		Decks	\$25.00		\$30.00	
		Signs	\$25.00		\$30.00	
		Structure Moving Fee				
		* does not include all cost of required new structure permits	\$40 + cost - \$300 ...	13-Dec-07	\$50 + cost of City labor - \$500 in escrow prior to permit - total cost = actual City cost*	
		Street excavation fee per occurrence or street/curb damage fee (permit required for each occurrence)	\$300 escrow ...		\$1,000 escrow held up to 1 year, 48 hr response to trigger escrow	

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
**Proposed 01/09/2014; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 10, 2014**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
	Ord 3320	Oil or gas drilling permit fee	\$100.00	13-Dec-07	\$1,000.00	
		Plan Review Fee Non-Residential & Public Housing* <i>* may include (but not limited to) all plans such as utility site plans, storm water plans, traffic flow plans, outside lighting plans, landscaping plans, building plans, etc.</i>	\$250.00	12-Jan-12	\$250 or adopted building code rates if value is over \$300,000	
		Residential Homes and Accessory Structures	\$50/hour w/1 hour min./3 hour max.	12-Jan-12	\$50/hour w/1 hour min./3 hour max. or Adopted Building Code Rate for Buildings valued over \$300,000	
		Working without building permit	double permit fee	13-Dec-07	triple permit fee	
<b>CONTRACTOR REGISTRATION FEES*</b>						
	Ord 3577	<i>* All must present proof of required insurance</i>				
		General Builder or Limited Building Contractor Engages in general contract work, except house moving	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Electrician or Electrical Contractor Engages in more than one kind of electrical construction work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Plumber or Plumbing Contractor Engages in more than one kind of plumbing work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Mechanical Contractor Engages in more than one kind of mechanical work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Tree Trimmers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		House Movers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Sign Hangers and Panel Posters	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Operating without being registered		14-Dec-06	maximum \$500.00	
<b>MOWING ASSESSMENT</b>						
		Mowing of Nuisance Lots - each occurrence	\$150/hour	17-Dec-09	\$200.00/hr, 1 hr minimum (round up to next hour)	

**EXHIBIT A  
OSAWATOMIE FEE SCHEDULE  
Proposed 01/09/2014; Resolution No. \_\_\_\_\_  
Changes Effective - January 10, 2014**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ZONING*</b>						
	Ord 3577	<i>* All zoning requests will be fees plus actual City costs for publication, notifications, legal costs</i>		28-Jul-05		
		Rezoning – All districts				
		0 - 5 acres	\$150.00 + \$5.00		\$250.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Special Use Permit – Initial Application				
		0 - 5 acres	\$100.00 + \$5.00		\$200.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Land use permit			\$400.00	
		Board of Zoning Appeals				
		Variances	\$300.00	9-Feb-06	\$150.00	
		Appeals	\$150.00		\$300.00	
		Subdivision Application				
		Per lot, 10 or less	\$75 + \$5/lot	14-Dec-06	\$200.00 + \$5.00 per lot	
		Per lot, 11 or more	\$75 + \$3.50/lot		\$200.00 + \$3.50 per lot	
		Preliminary Plat	\$600.00		\$300.00	
		Final Plat - not combined with preliminary plat			\$300.00	
		Lot Splits	\$75.00		\$150.00	

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>PUBLIC SAFETY:</b>						
<b>ADMINISTRATIVE</b>						
		Fee for Police Responses to Party* * Fees including but not limited to: Officer salaries, pro rate cost of equipment, cost of repairing City equipment or property, officer medical treatment, reasonable attorney fees, etc.		28-Jul-05	Actual Cost*	
	Ord 3482	Adult entertainment licenses				
		Business license	\$500.00 per year*	13-Dec-07	\$1,000.00 per year*	
		Manager's license	\$100.00 per year*	13-Dec-07	\$250.00 per year*	
		Entertainer's license	\$250.00 per year*	13-Dec-07	\$1,000.00 per year*	
		Server's license	\$50.00 per year*	13-Dec-07	\$50.00 per year*	
		* plus investigation costs	\$50.00 per year*	13-Dec-07	\$50.00 per year*	



**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ANIMALS</b>						
Ch. 2	Ord 3709	Dog or Cat License sexually altered unaltered updated micro-chip discount (must provide proof) duplicate tag	\$7.00 per animal per year \$10.00 <i>not available</i> \$2.00	13-Jun-13 13-Dec-07 13-Jun-13 13-Dec-07	\$5.00 per animal per year \$10.00 per animal per year Free, one tag \$2.50	
		Pickup Fee per licensed non-aggressive animal (in lieu of citation) 1st Pickup per animal 2nd Pickup (within 12 months of 1st) 3rd Pickup (within 12 months of 1st) 4th Pickup (within 12 months of 1st)		13-Jun-13 " " "	\$0 (Warning) \$10.00 \$25.00 Pickup + at large citation	
		Unlicensed Animal Pickup Fee (in lieu of citation) 1st Pickup per owner 2nd Pickup (within 24 months of 1st) 3rd Pickup (within 24 months of 1st) 4th Pickup (within 24 months of 1st)		13-Jun-13 " " "	\$25 + license \$50 + license \$100 + license Pickup + license + at large citation	
		General Pickup fee	\$25.00	13-Jun-13	\$25.00 with at large citation	
		Boarding fee (paid if animal is checked into pound)	\$20.00 per day	13-Jun-13	\$7.00 per day	
		Euthanization Fee	\$20.00	13-Dec-07	\$50.00	
		Vaccination fee	\$10.00	13-Dec-07	\$15.00 per animal	
		Vaccination deposit		13-Jun-13	\$10.00	
		Dead Animal Removal Small animal from private property (commercial operation) Small animal from private property Large animal from private property (over 50 lbs.)	\$30.00 per animal  Actual cost of removal	13-Jun-13 14-Dec-06 13-Jun-13	<i>Not Available</i> \$25.00 \$50.00 or Actual Cost if higher	
		Animal Adoption, dog or cat License Fee Adoption fee Spay/neuter fee Vaccination fee	Same as above \$20.00 per animal  Same as above	 14-Dec-06 14-Dec-06  	Same as above \$25.00 per animal \$100.00 Same as above	

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>RECREATION:</b>						
<b>CAMPING FEES</b>						
	Ord. 3277	Individuals no hook-up electric air conditioning or heat	\$7.00 -- --	13-Dec-07	\$10.00 per day with 7-day limit combined with all City parks	
		Organizations no hook-up electric air conditioning or heat	\$7.00 -- --	13-Dec-07	\$10.00 per day with 7-day	
<b>GOLF COURSE FEES</b>						
	Ord 3552	Memberships  <i>(5% discount if paid before January 15 of each year)</i>				<i>5% discount if paid in full before January 1 of each year</i>
		Single	\$490.00	13-Jun-13	\$550.00	
		Single with cart privileges <sup>1</sup>	\$890.00	"	\$950.00	\$985.00
		Couple	\$645.00	"	\$725.00	
		Couple with cart privileges <sup>1</sup>	\$1,140.00	"	\$1,220.00	\$1,265.00
		Family	\$820.00	"	\$920.00	
		Family with cart privileges <sup>1</sup>	\$1,505.00	"	\$1,605.00	\$1,665.00
		Students (under 18 & living at home)	\$190.00	"	\$210.00	\$25 (no cart)
		Youth (12 & under) Monday - Friday only	\$125.00	"	\$135.00	<i>delete</i>
		<sup>1</sup> <i>cart portion taxes not included</i>				<sup>1</sup> <i>cart portion taxes included</i>
		Greens Fees - Osawatomie Residents				All Players
		Monday through Thursday - 9 holes	\$14.00	13-Dec-12	\$13.00	\$9.00
		Monday through Thursday - 18 holes	\$20.00	"	\$19.00	\$13.00
		Friday through Sunday & Holidays - 9 holes	\$17.00	"	\$16.00	\$9.00
		Friday through Sunday & Holidays - 18 holes	\$23.00	"	\$22.00	\$13.00
		Greens Fees - Non-Osawatomie Residents				
		Monday through Thursday - 9 holes	\$16.00	13-Dec-12	\$15.00	<i>delete</i>
		Monday through Thursday - 18 holes	\$22.00	"	\$21.00	<i>delete</i>
		Friday through Sunday & Holidays - 9 holes	\$18.00	"	\$17.00	<i>delete</i>
		Friday through Sunday & Holidays - 18 holes	\$25.00	"	\$24.00	<i>delete</i>

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		Greens Fees - All Persons Twilight Rate - walking (M-Th after 4 / weekends after 5) Twilight Rate with cart (M-Th after 4 / weekends after 5) <sup>1</sup> Winter Rate - walking Winter Rate with cart <sup>1</sup> Winter Rate with cart, after 2:00 p.m. <sup>1</sup> Senior Rate - Over age 62 (M-Th, Fri-Sun after noon) <sup>2</sup> <sup>1</sup> cart portion taxes not included <sup>2</sup> No 9 hole rate	\$13.00 \$24.00 \$15.00 \$23.00 \$18.00 \$16.00	16-Dec-10 12-Jan-12 " " 13-Dec-07	\$14.00 \$25.00 \$14.00 \$25.00 \$19.00 \$17.00	\$9.00 \$20.00 \$9.00 \$20.00 delete \$9.00 <sup>1</sup> cart portion taxes <u>included</u> <sup>2</sup> 18 holes, 9 hole rate standard
		Golf Carts Cart Storage Rentals in the City Building Electricity Charge <sup>1</sup> Private Cart Trail Fee <sup>1</sup> Hauled Private Cart Trail Fee Annually Hauled Private Cart Trail Fee per Round Rental - 9 holes per player <sup>1</sup> Rental - 18 holes per player <sup>1</sup> <sup>1</sup> taxes not included	\$125.00 annual \$155.00 annual \$125.00 annual \$180.00 annual \$15.00 per time \$7.00 per player \$16.00 per player	12-Jan-12 " " " " 13-Dec-12	\$130.00 annual \$165.00 annual \$130.00 annual \$190.00 annual \$16 per time \$8.00 per player \$15.00 per player	\$180.00 \$142.00  \$9.00 per player \$16.00 per player <sup>1</sup> taxes <u>included</u>
		Group Membership Rates (per player) - minimum of 10 without cart privileges with cart privileges <sup>1</sup> <sup>1</sup> cart portion taxes not included	\$445.00 \$865.00	13-Jun-13 "	\$505.00 \$925.00	\$940.00 <sup>1</sup> cart portion taxes <u>included</u>
		Tournament Rates (includes cart) <sup>1</sup> Weekdays (Monday - Thursday) Under 20 Players 21 - 40 Players <sup>3</sup> 41 - 60 Players <sup>3</sup> 61 + Players <sup>3</sup> Weekend (Friday - Sunday) Under 20 Players 21 - 40 Players <sup>3</sup> 41 - 60 Players <sup>3</sup> 61 + Players <sup>3</sup> <sup>1</sup> cart portion taxes not included	\$37 per player \$36 per player \$35 per player \$34 per player	16-Dec-10 16-Dec-10 16-Dec-10 16-Dec-10 12-Jan-12 12-Jan-12 12-Jan-12 12-Jan-12	\$34 per player \$33 per player \$32 per player \$31 per player \$39 per player \$37 per player \$36 per player \$35 per player	\$23 per player \$22 per player \$21 per player \$21 per player \$25 per player \$24 per player \$23 per player \$23 per player <sup>1</sup> cart portion taxes <u>included</u> <sup>3</sup> for extra carts rented from third party, actual cost charged; subtract \$13 from each fee over OGC cart capacity

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>UTILITIES:</b>						
<b>ADMINISTRATIVE</b>						
		Customer utility service fee (connections & transfers)	\$15.00	13-Dec-07	\$20.00 + tax	
		Utility Desposits		13-Dec-07		
		Residential	\$100.00		\$200.00	
		Commercial - average of previous 12 mos or similar business	\$150.00 min		\$300.00	
		Rental Units - residential	\$100.00		\$200.00	
		Senior citizen housing	\$50.00		\$75.00	
		Tavern	\$250.00		\$300.00	
		Restaurant	\$1,000.00		\$1,000.00	
		Late charge for delinquent utility bills	3%	11-Dec-08	7% of amount billed	
		Customer requested utility turn off or turn on - leaks/repairs				
		during business hours			\$25	<i>delete</i>
		after business hours			\$75	<i>delete</i>
		Reconnection charge for services disconnected for non-payment				
		during business hours	\$20 + tax		\$25.00 + tax	
		after business hours	\$40 + tax		NO AFTER HOURS RECONNECT	
<b>ELECTRIC SERVICE RATES</b>						
	Ord 3422	Residential*				
		Meter Charge	\$10.00	13-Dec-12	\$9.00	
		First 100 kwh per month	\$0.156	25-Sep-08	0.150/kwh	
		Next 400 kwh per month	\$0.100	"	\$0.096/kwh	
		Next 1,000 kwh per month	\$0.079	"	\$0.076/kwh	
		All over 1,500 kwh per month	\$0.077	"	\$0.074/kwh	
		Small General*				
		Meter Charge	\$15.00	13-Dec-12	\$14.00	
		First 100 kwh per month	\$0.137	25-Sep-08	\$0.126/kwh	
		Next 400 kwh per month	\$0.121	"	\$0.111/kwh	
		Next 1,500 kwh per month	\$0.103	"	\$0.095/kwh	
		Next 3,000 kwh per month	\$0.100	"	\$0.092/kwh	
		Next 5,000 kwh per month	\$0.088	"	\$0.081/kwh	
		All over 10,000 kwh per month	\$0.082	"	\$0.075/kwh	
		Large General*				
		Demand	\$5.81	25-Sep-08	\$5.35	
		First 150 kwh per month	\$0.068		\$0.063/kwh	
		Next 150 kwh per month	\$0.062		\$0.057/kwh	
		All additional kwh	\$0.053		\$0.049/kwh	
		Customer Charge	\$75.00		\$75.00/mo	
		Minimum bill	demand + cc		demand + customer chg	

**EXHIBIT A**  
**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		City Use*				
		First 100 kwh per month	\$0.115	12-Oct-95	\$0.115 per kwh	
		All over 100 kwh per month	\$0.083		\$0.083 per kwh	
		Outside City Limits		14-Dec-06	50% over rates listed above	
		Energy Cost Adjustment (ECA) Charge weighted average of 3 most recent months * ECA applied to all electric rates		28-Jul-05	Add 0.1 mill/kwh for each 0.1 mill over 50.0 mills or subtract for under 50.0 mills	
		Service Connection				
		Regular meter - residential & small commercial - 200 amps & less			\$500.00	
		Demand meter - 400 amps & more			\$750.00	
		Padmount transformer			cost + labor + 10%	
		Temporary Electric Hookup				
		rate	as applicable		as applicable	
		installation			\$100.00	
		deposit	as applicable		\$100.00	
		Security/Yard Lights				
		Monthly Rate				
		175 watt	\$7.50	14-Dec-06	\$9.50 per month	
		400 watt		14-Dec-06	\$20.00 per month	
		Installation	\$60.00		\$100 per light	
		Pole	\$60.00		\$100 per pole	
		30'			\$150 per pole	
		35'		13-Dec-12		
		After Hours Repair			\$125/hr equipment charge + \$75/hour per employee	

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**OSAWATOMIE FEE SCHEDULE**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>REFUSE SERVICE RATES</b>						
	Ord 3533	Residential*	\$16.39 per family unit	1-Jan-13	\$16.87 per family unit	
		Business*				
		Class 1	2x \$16.30	"	\$16.77	
			5x \$37.92	"	\$39.04	
		Class 2	2x \$29.92	"	\$30.80	
			5x \$72.81	"	\$74.98	
		Class 3	2x \$40.90	"	\$42.11	
			5x \$100.25	"	\$103.24	
		Class 4	2x \$58.91	"	\$60.66	
			4x \$93.43	"	\$96.22	
			5x \$116.46	"	\$119.94	
			6x \$139.49	"	\$143.66	
		Class 5	2x \$73.43	"	\$96.22	
			4x \$185.52	"	\$191.07	
			5x \$321.57	"	\$238.50	
			6x \$277.63	"	\$285.94	
		Class 6	2x \$139.49	"	\$143.66	
			4x \$277.63	"	\$285.94	
			5x \$345.61	"	\$355.96	
			6x \$415.74	"	\$428.20	
		Class 7	2x \$185.52	"	\$191.07	
			4x \$369.71	"	\$380.79	
			5x \$461.79	"	\$475.63	
			6x \$553.88	"	\$570.48	
		Fuel Surcharge				
		Adjusts every 6 months per contract				
		* Fuel Surcharge applied to all electric rates			3% for each \$0.20 increase in fuel over \$3	
		Billing Charge - Administraton fee included in rates			\$0.50	
		Bulky Item Pickup Fee - included in rate	\$1.22		\$1.28	
		Collection outside City limits	no additional chg		50% over rates listed above	

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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>SEWER SERVICE CHARGES</b>						
	Ord 3481	Inside City Limits <i>Volume charge based on metered water used during preceding December &amp; January</i>		12-Nov-99		
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	
		Monthly net capital charge	\$14.50	14-Dec-06	\$21.75	
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$26.08 per housing unit	
		Volume charge per 100 gallons of metered water	\$0.24	13-Dec-12	\$0.25 per 100 gallons	
		Outside City limits		14-Dec-06	50% over rates listed above	
		Service to the State Hospital				
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	
		Monthly net capital charge	\$5,953.37	14-Dec-06	\$8,930.06	
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$8,934.39	
		Volume charge per 100 gallons of metered water	\$1.79 per month	13-Dec-12	\$.25 per 100 gallons	
		Extra Strength Sewage Surcharge	No charge	28-Jul-05	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)]	
		BOD			\$0.2364 per pound	
		Suspended Solids			\$0.1734 per pound	
	Ord 3496	Service Connection		13-Dec-07		
		connection within existing districts	\$250.00		\$350.00	
		reconnection	\$50.00		\$50.00	
	Ord 3457	Amortization Assessment fee - outside the bounds of an assessed improvement district	\$1,000.00	14-May-98	\$1,000.00	
		Private system inspection & permit fee - does not include regular plumbing permit fee		28-Jul-05	\$50.00	

**EXHIBIT A**  
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>WATER SERVICE RATES</b>						
	Res 557	Residential				
		First 1,500 gallons per month	\$12.08 minimum/housing unit	9-Feb-12	\$13.00 min. per housing unit	
		Next 2,200 gallons per month	\$.40 per hundred gallons	"	\$.40 per 100 gal over 1,500	
		Next 3,700 gallons per month	\$.34 per hundred gallons	"	\$.34 per 100 gal over 15,000	
		Over 7,400 gallons per month	\$.32 per hundred gallons			
		Commercial				
		First 1,500 gallons per month	\$17.66 minimum	9-Feb-12	\$18.25 minimum	
		Next 2,200 gallons per month	\$.40 per hundred gallons	"	\$.40 per 100 gal over 1,500	
		Next 3,700 gallons per month	\$.34 per hundred gallons	"	\$.34 per 100 gal over 15,000	
		Next 67,400 gallons per month	\$.32 per hundred gallons	"	\$.30 per 100 gal over 65,000	
		Over 74,800 gallons per month	\$.27 per hundred gallons			
		Outside City Limits	50% over rates listed above	14-Dec-06	50% over rates listed above	
		State Hospital and Rural Water Districts				
		First 7,500 Gallons, Minimum	\$34.99	9-Feb-12	\$35.00	
		Excess	\$2.51 per thousand gallons	9-Feb-12	\$2.69 per thousand	
		Bulk Water Sales				
		Per Thousand Gallons	\$4.58	9-Feb-12	\$4.90	
		Per 100 Gallons	\$0.46	9-Feb-12	\$0.49	
		Hydrant Meter Fee	\$25.00	17-Dec-09	\$25.00	
		State Water Protection Fee - State mandated	\$0.032		\$0.032 per thousand gallons	
		New Service Connection - tap, service line & meter				
		3/4 inch meter or 5/8 inch meter	\$750.00		\$750.00	
		meter larger than 3/4 inch	time & material + \$750.00		time & material + \$750.00	
		Temporary Water Service				
		rate	bulk water rate		bulk water rate	
		installation	\$25 + installation cost		\$25 + installation cost	
		deposit	\$500 meter deposit		\$500 meter deposit	
		fire hydrant water meter deposit	\$1,200.00		\$1,200.00	





**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** January 9, 2014

**AGENDA ITEM:** **L&K Contract Assignment**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** L&K Services, our refuse and recycling provider, notified us that the owners, Larry & Kim Smith, have sold their company to an investment group. As part of this sale, the name of the company will be changed to L&K Group Holdings. Our contract says that our contract with L&K cannot be assigned to another party without the consent of the City Council. I have attached the current contract and highlighted that provision in section 14.

Bryce will be at the meeting to explain the change, but in my conversations with him and Larry, I believe that we will see little change to the operations.

**COUNCIL ACTION NEEDED:** Review the proposed contract assignment agreement.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the assignment of the contract.

**CONSENT TO ASSIGNMENT, DELEGATION OF DUTIES  
AND ASSUMPTION OF CONTRACTUAL DUTIES**

This is to confirm that City of Osawatomie, Kansas (“City”) hereby consents to the assignment of rights, and the delegation of duties, to L&K Group Holdings, LLC (“Assignee”) by L&K Services, Inc. (“Assignor”) specified in the Contract for Collection of Solid Waste for the City of Osawatomie executed by and between the City and Assignor entered into September 30, 2013.

Furthermore, the City hereby acknowledges and agrees that the Assignor is released and discharged from its obligations under the aforesaid Contract For Collection Of Solid Waste dated September 30, 2013 and that the City shall look solely to the Assignee for the proper and full performance of that Agreement.

Assignee, L&K Group Holdings, LLC, hereby acknowledges and assumes all rights and responsibilities of the Assignor, L&K Services, Inc. under said agreement with the City dated September 30, 2013 and agrees to proper and full performance of said Agreement.

CITY OF OSAWATOMIE, KANSAS

By: \_\_\_\_\_  
L. Mark Govea, Mayor

By: \_\_\_\_\_  
Ann Elmquist, City Clerk

Date: \_\_\_\_\_

Consent to Assignment of Solid Waste Contract – continued

L&K GROUP HOLDINGS, LLC

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

Date: \_\_\_\_\_

L&K SERVICES, INC.

By: \_\_\_\_\_  
Larry W. Smith, President

Date: \_\_\_\_\_

## CONTRACT FOR COLLECTION OF SOLID WASTE

**THIS CONTRACT**, made and entered into this 30th day of September, 2013, by and between the **CITY OF OSAWATOMIE, KANSAS** (hereinafter referred to as the "City") and **L & K SERVICES, INC.** (hereinafter referred to as "Contractor").

### **WITNESSETH:**

**WHEREAS**, the City desires Contractor to assume citywide collection of its municipal solid waste in accordance with the terms and conditions of this Contract and Contractor desires to provide said notice.

**NOW THEREFORE**, Contractor, for and in consideration of the compensation to be paid by the City in the manner set forth herein, hereby agrees and binds itself and its successors as follows:

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

(A) **General Terms.** The service work to be performed under this contract shall consist of providing residential, commercial and industrial refuse collection, recycling collection and disposal service as required by laws of the State of Kansas, and any amendments thereto, and shall include furnishing all labor, equipment and materials as necessary to provide such service. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the Contractor.

(B) **Residential Collection.** Contractor shall provide curbside or alley collection service for the collection of residential refuse to each residential unit one (1) time per week. The City will adjust this schedule monthly, adding and/or deleting location(s) and/or increasing and/or decreasing frequency of collection at location(s). Should the Contractor deem it advisable to revise this schedule, Contractor will first seek the consent of the City. During the term of this Contract collection practices, schedules and services may be modified under mutual consent and in writing. Operating hours for residential refuse collection shall be 7:00 a.m. until the completion of the route. Containers and/or bags shall be placed at curbside or alley by 7:00 a.m. on the designated collection day. Household waste containers or bags must be approximately thirty (30) gallon in size with a maximum of three (3) containers or bags per week. One ninety-five (95) gallon trash receptacle will also be considered acceptable. Any additional waste that a resident needs to have disposed of will need to be placed in a bag approximately thirty (30) gallon in size with a pre-paid sticker attached. Stickers will be made available for purchase at local businesses, City Hall and L & K Services, Inc.

(C) **Commercial and Industrial Collection.** Contractor shall provide bin collection service for the collection of commercial and industrial refuse to commercial and industrial units according to individual agreement. Contractor shall provide bins for commercial and industrial units whenever accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect refuse in bins not so placed.

(D) **Collection of Recycling Material.** Contractor will provide each residential unit with an eighteen (18) gallon or twenty-three (23) gallon recycling bin for the purpose of collecting recyclables. Sixty-five (65) gallon and ninety-five (95) gallon karts are also available for a small fee upon request. Residents may use their own containers with the exception of any type of bag. If additional containers are used, residents need to make sure that they are clearly marked RECYCLING. Contractor will collect recyclables from each residential curbside or alley on the designated collection day. Operating hours for recycling pickup shall be from 7:00 a.m. until the completion of the route. The City will adjust this schedule monthly, adding and/or deleting location(s) and/or increasing and/or decreasing frequency of collection at location(s). Curbside recycling services shall at a minimum collect:

- (1) #1 thru #7 plastics
- (2) Aluminum food and beverage containers
- (3) Steel food and beverage containers
- (4) Newspaper
- (5) Office Paper
- (6) Magazines and Phone Books
- (7) Cardboard and Cereal Boxes

Recycling material does not include Glass or Glass products and recycling bins or containers will be left at the curb or alley, if containing these items. All residential recyclables which meet Contractor's stated policies and are properly placed for collection by the resident will be collected weekly.

(E) **Bulky Item Pickup.** Contractor will add one (1) additional pickup per residential household per month for bulky items. Collection shall be provided for all residential refuse customers. Bulky item pickup shall not include bags or boxes of regular trash, loose or scattered materials, construction debris, liquid waste, or hazardous materials. Residents will be required to put all items for bulky item pickup at curbside regardless of their regular trash and/or recycling pickup location.

(F) **Tire Pickup.** Once each year tires will be picked up with a limit of six (6) tires per household. This service will not be included in the price for bulky item pickup. The City will be responsible for payment of this service. See Appendix "C" for charges.

(G) **Yard Waste Site.** Contractor will set Roll-Off container(s) for the City located at the City Forestry Site behind the Power Plant at 101 11<sup>th</sup> Street for the use of hauling Yard Waste materials. This service work will be performed on an on-call basis, meaning the City will call the Contractor when they need to have a roll-off container delivered and they will call the Contractor to have the roll-off container emptied. City acknowledges that it will be in care, custody and control of the roll-off container owned by Contractor and will accept the responsibility for the roll-off container and its contents. Roll-off containers can only be filled level full. Legal weight limit for Yard Waste material is eight (8) tons. Any overload or overweight fines will be paid by the City if Contractor is ticketed while hauling the roll-off container for the City. See Appendix "D" for charges related to Yard Waste haul-off.

(H) **Exceptions.** All exceptions to the above services in Section 1 will be listed in Appendix "B".

2. **Service Area.** The service area covered by this Contract is all residential, commercial and industrial business establishments within the city limits of the City of Osawatomie, Kansas.

3. **Collection Schedule.** Contractor will adhere to the City's collection schedule to the greatest extent possible. Residential curbside or alley recycling will be collected on Monday of each week. Residential refuse will be collected on Thursday and Friday of each week. Should schedule change be required, Contractor shall publish notice of the change in the City of Osawatomie's official newspaper at the Contractor's expense.

4. **Holidays.** In the event that Contractor will not provide pickup services on the scheduled collection date due to any Federal or State holiday, Contractor will notify residential and business customers by publication, at Contractor's expense, of that revised collection date at least three (3) business days prior to said Federal or State holiday. See Appendix "A" for schedule.

5. **Collection Misses.** Contractor will notify the City Clerk or City Manager by noon, of any assigned pickup date, if a breakdown or equipment will prevent pickup on that day. In that event, the Contractor must immediately make such pickup, upon the proper repair of equipment, within twenty-four (24) hours thereafter, but in no event more than forty-eight (48) hours from the assigned collection time. Failure to pick up trash and refuse at the service pickup point shall not be grounds for termination of this Contract, unless prior written notice shall be given to the Contractor and the Contractor shall fail to service said pickup point within twenty-four (24) hours after receipt of said notice. A representative of Contractor shall report to City Hall at any time requested by the City. The City will encourage the public to contact City Hall or L & K Services, Inc. whenever a pickup is missed.

6. **Equipment.** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor shall keep all equipment clean and in a condition so that the equipment will not emit noxious odors. The Contractor will operate solely using single-axle equipment to remove residential solid waste and recycling from the City. For non-single axle equipment usage, Contractor must receive prior approval and consent from the City.

7. **Compliance with Law.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. Residential and Commercial waste collected by Contractor shall only be disposed of at the Miami County Transfer Station or at an approved Subtitled D landfill or an approved transfer station approved by the City. Residential and Commercial recycling collection by Contractor shall only be disposed of at an approved commingled recycling facility. All disposal costs are the responsibility of the Contractor. The Contractor shall observe all City ordinances relating to obstructing streets and keeping passageways open. The Contractor is granted the privilege of using the streets for the purpose of doing work specified in the Contract, but is not granted the exclusive use of the streets. The Contractor shall perform all work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

8. **Indemnification.** Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits, claims and other actions whatsoever

arising from acts, omission and negligence of Contractor, its employees, servants and agents. Further, the Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits and claims for injury or damage received, sustained or allegedly received or sustained by the Contractor, its employees, servants and agents, including any claim made by virtue of Worker's Compensation.

9. **Insurance.** Contractor will maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by the Contractor, by any of its agents or employees, or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. The policies of insurance referred to in this paragraph shall provide that no cancellation or change shall be made with regard to said policy unless the insurance company first gives the City thirty (30) days written notice by certified mail prior to the cancellation or change. The lapse of any insurance coverage required under this Contract shall result in immediate termination of this Contract. Further, Contractor shall maintain Worker's Compensation insurance to fully protect performance of this Contract. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without a thirty (30) day prior written notice having been given the City.

10. **Term.** It is agreed by the parties hereto that this contract shall remain in full force and effect for a term of five (5) years commencing on the 1<sup>st</sup> day of January, 2014 and ending at midnight December 31<sup>st</sup>, 2018. The City may, in its sole discretion, renew this contract for one (1) successive five-year (5) term upon ninety (90) days written notice to Contractor.

11. **Consideration.** Contractor will be paid for its services by the City. The total compensation paid to the Contractor will fluctuate in relation to the monthly receipts for services. Payment to Contractor will be made by the City by the 15<sup>th</sup> of the month for the previous month's receipts. The fees charged by the Contractor for residential, commercial and industrial collection for each calendar year shall be established by the Contractor and notification made in writing to the City by December 1 of the preceding year. The fees for that calendar year shall not change for a minimum of twelve (12) months, with the exception of the fuel surcharge which can be changed on January 1 and July 1 of each year. Charges for each calendar year, excluding the fuel surcharge, will be subject to no more than a three percent (3%) annual increase. Every six months, the Contractor shall determine an average cost of the actual per gallon charge. Using the base price of three dollars (\$3.00) per gallon, a one percent (1%) fuel charge will be determined for every twenty cent (\$0.20) change in fuel prices. By December 1 and June 1 of each calendar year, the City will be notified in writing of the adjustment to the fuel charge, if any, to be in effect the following January 1 and July 1, respectively.

12. **Billing.** City shall remit to Contractor for services performed under this contract for weekly collection and disposal of refuse and recycling materials at the rates set forth in Appendix “C”, attached hereto and incorporated herein by reference, less any delinquent and unpaid customer refuse and recycling service bills and less the City’s administrative charge, as established in the City’s fee resolution, of the gross amount collected by the City from each customer. It is understood and agreed that City shall not be responsible for collection of delinquent and unpaid refuse and recycling service bills and shall not be responsible for payment of same to Contractor. It is understood and agreed that City will not be responsible for any monthly charges other than those actually collected. PROVIDED; HOWEVER, that City shall attempt to collect any delinquent and unpaid accounts in the same manner as collection of other delinquent city utility payments.

13. **Exclusive Collection Provisions.** This agreement shall be exclusive and Contractor shall be the only municipal solid waste and curb-side recycling contractor to operate under the authority of the City of Osawatomie, Kansas. It is further the intention of the City that all other commercial collectors of refuse and recycling are hereby prohibited from collecting the same and operating under the laws of the City of Osawatomie, Kansas.

14. **Assignment.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City, and such consent will not be unreasonably withheld by the City if the proposed assignee is acceptable to the City.

15. **Default.** In the event the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent, or shall become the subject of a proceeding in bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in any such event, City may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. City may terminate the Contract and declare same cancelled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

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



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

**CITY OF OSAWATOMIE, KANSAS**

By: \_\_\_\_\_  
**L. Mark Govea , MAYOR**

**ATTEST:**

By: \_\_\_\_\_  
**Ann Elmquist, CITY CLERK**

**STATE OF KANSAS, COUNTY OF MIAMI, SS:**

Before me, the undersigned, a Notary Public, within and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared **L. Mark Govea, Mayor of the CITY OF OSAWATOMIE, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal on the day and year last above written.

\_\_\_\_\_  
**Notary Public**

My Commission Expires:  
\_\_\_\_\_

**L & K SERVICES, INC.**

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

**Larry W. Smith, President**

**STATE OF KANSAS, COUNTY OF MIAMI, SS:**

Before me, the undersigned, a Notary Public, within and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared **Larry W. Smith, President of L & K SERVICES, INC.**, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal on the day and year last above written.

\_\_\_\_\_  
**Notary Public**

My Commission Expires:

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Richard S. Wetzler,**  
**Osawatomie City Attorney**

APPENDIX “A”  
HOLIDAYS

The following shall be holidays for the purpose of this agreement: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor must provide service for any pick up which falls on a holiday on the next working day.

**Holiday Collection Schedule:**

Monday Holiday: Monday collection goes to Tuesday  
Tuesday collection goes to Wednesday  
Wednesday collection goes to Thursday  
Thursday collection goes to Friday  
Friday collection goes to Saturday

Tuesday Holiday: Tuesday collection goes to Wednesday  
Wednesday collection goes to Thursday  
Thursday collection goes to Friday  
Friday collection goes to Saturday

Wednesday Holiday: Wednesday collection goes to Thursday  
Thursday collection goes to Friday  
Friday collection goes to Saturday

Thursday Holiday: Thursday collection goes to Friday  
Friday collection goes to Saturday

Friday Holiday: Friday collection goes to Saturday

Weekend Holiday: No change to the normal collection schedule.

Any changes to the above schedule must be approved by the City. Contractor will notify all customers by publication, at Contractor’s expense, of the revised collection dates at least three (3) business days prior to said holiday.

APPENDIX “B”  
EXCEPTIONS

29224 W 347th Road, Property of Donald and Jacquelyn Needham. The Contractor will provide twice a week trash pickup with no recycling service and no bulky item pickup to this address as long as it is the primary residence of Donald or Jacquelyn Sue Needham. Services will be provided on the same schedule as the Osawatomie Sewer Treatment Plant.

APPENDIX “C”  
RATES FOR THE CITY OF OSAWATOMIE, KANSAS

<u>RESIDENTIAL:</u>	<u>RATE</u>
Single family dwellings, duplexes, and apartments	<u>\$16.39 + \$0.48 fuel surcharge (3%)</u>
 <u>ALTERNATES:</u>	
Large Item Pick-Up (monthly)	<u>Included in Residential Price</u>
Curbside Recycling (weekly-includes bin)	<u>Included in Residential Price</u>
Tire Pickup	<u>\$250.00 truck/employee cost + landfill</u>

COMMERCIAL & INDUSTRIAL:  
(Rates include current 3% fuel surcharge)

Container size monthly rates based on weekly frequency

<u>CONTAINER SIZE</u>	<u>2 P/U</u>	<u>4 P/U</u>	<u>5 P/U</u>	<u>6 P/U</u>
1 Cubic Yard	<u>\$42.11</u>	<u>N/A</u>	<u>\$103.24</u>	<u>N/A</u>
2 Cubic Yard	<u>\$60.16</u>	<u>\$95.72</u>	<u>\$119.44</u>	<u>\$143.16</u>
4 Cubic Yard	<u>\$95.72</u>	<u>\$190.57</u>	<u>\$238.00</u>	<u>\$285.44</u>
6 Cubic Yard	<u>\$143.16</u>	<u>\$285.44</u>	<u>\$355.46</u>	<u>\$427.70</u>
8 Cubic Yard	<u>\$190.57</u>	<u>\$380.29</u>	<u>\$475.13</u>	<u>\$569.98</u>

COMMERCIAL CLASS 1 & 2 SERVICE:  
(Rates include current 3% fuel surcharge)

	<u>2 P/U</u>	<u>5 P/U</u>
Loose Pickup (less than ½ yard of trash)	<u>\$16.27</u>	<u>\$38.54</u>
Loose Pickup (up to 1 cubic yard maximum per week)	<u>\$30.30</u>	<u>\$74.48</u>

APPENDIX “D”  
RATES FOR THE CITY OF OSAWATOMIE, KANSAS  
YARD WASTE SERVICES

The Rates for this Service Work will be as follows:

1. If ‘Contractor’ can haul the material to ‘Johnson County Top Soil’ the rate will be: \$155.00 hauling charge. The ‘City’ will be allowed to put the following items in the containers going to this compost facility: Grass, Leaves, Flowers and Garden Plants. These items can be placed in the container in a loose fashion or in compostable bags. This compost site does not allow any type of wood (tree limbs/branches), trash or plastic bags. If trash is found in the container it will have to be taken to the landfill/transfer station and the ‘City’ will be charged \$155.00 hauling charge + \$42.00 per ton.
2. If the ‘Johnson County Top Soil’ site becomes full and can no longer accept the containers from the ‘City’, then the ‘Contractor’ will have to haul to Reno. The rate for taking the containers to Reno will be: \$155.00 hauling fee + \$75.00 for disposal. The ‘City’ will be allowed to put the following items in the containers going to this facility: Grass, Leaves, Flowers, Garden Plants and Wood (tree limbs/branches). These items can be placed in the container in a loose fashion or in compostable bags. If trash is found in the container it will have to be taken to the landfill/transfer station and the ‘City’ will be charged \$155.00 hauling charge + \$42.00 per ton.
3. If it becomes unacceptable to take Yard Waste / Compost material to Reno and the site at ‘Johnson County Top Soil’ is full, then the ‘Contractor’ will have to take the loads to Lawn Corp’s. The rate for taking the containers to Lawn Corp’s will be: \$165.00 hauling fee + \$120.00 for disposal. The ‘City’ will be allowed to put the following items in the containers going to this compost facility: Grass, Leaves, Flowers, Garden Plants and Wood (tree limbs/branches). These items can be placed in the container in a loose fashion or in compostable bags. If trash is found in the container it will have to be taken to the landfill/transfer station and the ‘City’ will be charged \$155.00 hauling charge + \$42.00 per ton.



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** January 9, 2014

### Projects

**Railbanking for Trail.** This week I followed up with the UP representatives about them donating the property. The short version is that they still believe they should receive fair market value for it. This afternoon, I was told by the Flint Hill Trail Conservancy that they would likely approve \$5,000 towards the project. I informally offered that \$5,000 for the property if the UP would dispose of the unusable railroad ties that we pull up. I am awaiting a response.

**Police Station.** We are close to getting a generator selected for the project and also met with the metal building company to coordinate the project and get the outline for the final contract. We also discussed an alternate with them to pour the concrete for the garage approach, since they will be doing the pad anyway. That will be an addition to the contract after the original is signed.

**Library.** The piers are completed and the Library project is completed, other than getting payments processed. Staff spent Monday cleaning up the basement to get it ready for use.

**Memorial Hall.** Staff also spent Monday cleaning Memorial Hall from head to toe. I have asked staff to look at our cleaning contract and consider changes in how cleaning is handled.

### Issues

**Appointments.** For the next meeting, we should have committee appointments to review, along with an update of our Industrial Revenue Bond policy.

### Upcoming Meetings/Dates

January 17	Employee Breakfast
January 20	Martin Luther King Day – City Hall closed
January 23	Council Meeting
February 5	Planning Commission Meeting