

OSAWATOMIE CITY COUNCIL

REVISED AGENDA

January 11, 2018

6:30 p.m., Memorial Hall

1. Administer Oath of Office (6:25)
2. Call to order
3. Roll Call
4. Pledge of Allegiance
5. Invocation
6. 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. January 11th Agenda
 - B. City Council Minutes for December 14 and December 28, 2017
 - C. Appropriations Ordinance 2017-11
 - D. Pay Application #2 – Premier Contracting – Library Roof – \$5,469.30
 - E. Pay Application #2 – Premier Contracting – City Hall West Ent. Roof – \$1,830.60
 - F. Pay Application – KwiKom Communications – Electric Generation Fiber – \$49,358.00
7. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
8. Presentations & Proclamations
 - A. Proclamation – Councilman Ted Hunter
9. Public Hearings
10. Unfinished Business
 - A. KwiKom Communications Water Tower Lease
 - B. 917 Pacific - Condemnation Repeal
11. New Business
 - A. Elect Council Officers
 - B. Approve Official City Depository
 - C. City Hall Remodel Bids
 - D. Used Patrol Car Purchase**
12. Council Report
13. Mayor's Report
14. City Manager & Staff Reports
15. Executive Session
16. Other Discussion/Motions
17. Adjourn

NEXT REGULAR MEETING – January 25, 2018

Osawatomie, Kansas. **December 14, 2017.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Maichel, and Wright. Not present were Macek and Walmann. City Staff present at the meeting were: City Attorney Dick Wetzler, City Clerk Tammy Seamands, City Manager Don Cawby and Chief of Police Dave Ellis. Members of the public were: Kenny Diehm and Tito DelValle

INVOCATION. Ted Hunter

CONSENT AGENDA. Approval of December 14th Agenda, November 9th and November 30th Council Minutes, Appropriation Ordinance 2017-09, Appropriation Ordinance 2017-10, Pay Application #4-9th Street Substation-IES Commercial-\$362,397.58, Pay Application #2-Substation Transformer-Virginiaa Transformer-\$241,697.95, Pay Application Final-Library-Premier Roofing-\$3,600.00, and Pay Application Final-City Hall West Entrance-Premier Roofing-\$860.00 **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Tito DelValle asked if utility rates were going to increase and that he didn't feel the community was not well informed.

PRESENTATIONS. None.

PUBLIC HEARINGS.

2017 BUDGET AMENDMENT. Opened at 6:37 p.m. and closed at 6:41 p.m.

UNFINISHED BUSINESS.

PROPOSED 2017 BUDGET AMENDMENT. **Motion** made by Hampson, seconded by LaDuex that we Approve the Proposed 2017 Budge Amendment presented. Yeas. All.

NEW BUSINESS.

WATER & ELECTRIC RATE CHANGES. City Manager Cawby reviewed the proposed water and electric rates. Electric rates have not been changed since 2008, which they were actually reduced at that time. Water rates have been raised about every 18 months over the past few years. The proposed increase is 3.95% for electric and 7.8% for water. **Motion** made by Maichel, seconded by Hampson to Approve to move forward with the Increased Electric and Water Rates as presented to be effective January 1, 2018. Yeas. All.

ANNUAL FEE SCHEDULE. Moved to December 28th meeting.

DROUGHT PLAN DISCUSSION.

DISCUSSION OF ASSURANCE DISTRICT CONCERNS.

Cawby explained that we need to have a drought plan in place. Was going to have Power/Water Plant Supervisor, Stewart Kasper, work on it, but wanted to make sure the council supported moving forward.

COUNCIL REPORTS.

LAWRENCE DICKINSON. Enjoyed the breakfast this morning, a good turn out.

TED HUNTER. Enjoyed the breakfast this morning also. We have outstanding crews working for us.

MAYOR'S REPORT.

Wanted to repeat the breakfast was good. The Mayor's Christmas Tree lighting was real good again this year, very festive.

CITY MANAGER & STAFF REPORTS.

STAFF REPORT.

Police Chief Dave Ellis presented his monthly report to the council.

CITY MANAGER REPORT.

Our Public Works and Utility Director and the Electric Foreman are making a plan to take the feed down again for the new sub-station, we will have someone on site in case we have any issues as we did a couple of weeks ago with the outage.

EXECUTIVE SESSION. **Motion** made by Hampson, seconded by Maichel to go into executive session for Discussion Non-Elected Personnel to include City Manager Cawby and City Attorney Dick Wetzler for 15 minutes to come back at 8:15 p.m. No Action Taken.

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:16 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **December 28, 2017.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Macek, Maichel, Walmann and Wright. City Staff present at the meeting were: City Attorney Dick Wetzler, City Clerk Tammy Seamands, City Manager Don Cawby, Chief of Police Dave Ellis, Media Coordinator Jennifer McDaniel. Members of the public were: Kenny Diehm, Virginia Adams, John Snyder, Ann Chrisma and Rick Chrisma.

INVOCATION. Virginia Adams, Community of Christ

CONSENT AGENDA. Approval of December 28th Agenda, 2018 CMB Licenses, Pay Application #5 – 9th Street Substation – IES Commercial - \$240,828.71 and Invoices – 9th Street Substation – JEO Consulting - \$15,925.50 **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Rick Chrisma and his wife Ann introduced themselves as the new owners of the laundry mat. They are opening in a few weeks after re-building the laundry mat. They are concerned with a few things, one being the drinking in the park. They want to work together with Osawatomie and try to help take care of some issues such as the park.

PRESENTATIONS. None.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS. None.

NEW BUSINESS.

ORDINANCE-CONTRACTOR LICENSING. City Manager Cawby reviewed the proposed amendment would allow the city to accept a license not just from Miami County, but from any Kansas local jurisdiction that uses the International Code Council testing system. **Motion** made by LaDuex, seconded by Hunter to Approve the Contractor Licensing Ordinance Amendment. Yeas. All.

RESOLUTION – ANNUAL FEE RESOLUTION. Cawby went over the proposed changes, as well as re-wording of existing fees in the table. Electric Rate Increases, Water Rate Increases, Refuse Rates Eliminated, Cemetery Fee Increases, Building Permit Fees, Animal Pickup Fees, Camping Fees and Auditorium Fees. **Motion** made by Hunter, seconded by LaDuex to Approve the Resolution for the Annual Fee Resolution. Yeas. All.

WATER CONSERVATION PLAN. Cawby explained that we needed to have a Water Conservation Plan set in place before we are able to access any state water funds or grants. Stewart Kasper has been taking things out that do not apply to us. No action taken.

KWIKOM PROPOSED CONTRACTS. Cawby explained that in the packet were both a draft lease for putting equipment on our towers and a copy of a proposed estimate for a fiber backbone for City communications. The City continues negotiations with KwiKom to bring improved internet speeds to Osawatomie.

2018 EMPLOYEE SALARY INCREASES. Cawby proposed recommended options for 2018. **Motion** made by LaDuex, seconded by Walmann to Approve Option 2 of the \$500 bonus and come back in February for the cost of living increase. Yeas. All.

COUNCIL REPORTS.

TED HUNTER. Asked what the status of the paintball park is, Cawby said they had been talking about after the first of the year (weather permitting). Also, Ted noted that he has been on the council for 12 years and only missed one meeting.

LAWRENCE DICKINSON. He has had two calls regarding trash. Hasn't seen residential rates, letter did not have that information in it.

TAMARA MAICHEL. Hopes everyone had a nice Christmas.

MAYOR'S REPORT.

We got a little bit of snow, the crews got out fast and took care of the sidewalks/streets.

CITY MANAGER & STAFF REPORTS.

Going to start out the year and sit down to start timelines for projects. The last meeting in January we will have 4th quarter reports.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:46 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

RECORD OF ORDINANCES

Date Warrants Issued:
November 30, 2017

Page No. 1

ORDINANCE NO. 2017-11

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

Claimant	Nature of Claim or Service	Claim Number	Amount
CITY OF OSAWATOMIE	PETTY CASH REIMBURSEMENT	1940	5,174.22
KANSAS DEPT OF REVENUE	SALES TAX	1943	267.76
KANSAS DEPT OF REVENUE	SALES TAX	1943	10,069.79
KANSAS DEPT OF REVENUE	SALES TAX	1943	542.85
KMEA	SPA ELECTRICITY	1944	3,514.80
KMEA	GRDA ELECTRICITY	1945	75,651.71
KMEA	WAPA ELECTRICITY	1946	7,927.89
KMEA	EMP ELECTRICITY	1947	16,053.85
WEX BANK	FUEL	1948	4,137.10
FIRST OPTION BANK	STREET SWEEPER	1949	12,578.24
WICHITA STATE UNIVERSITY	CITY CLERK TRAINING, FALL CONF	50521	780.00
WAL-MART COMMUNITY BRC	DVD'S, HAM, BUNS, PORK, BEEF	50522	1,189.79
DISH NETWORK	SERVICES	50523	116.02
L & K SERVICES, INC.	REFUSE	50524	33,246.99
UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	50525	325.85
FIRST OPTION BANK	LODGING, CRIMP PLUG, FILTERS	50526	2,334.92
FIRST OPTION BANK	GOLF BALLS, BASKETS, CATFISH	50527	620.46
FIRST OPTION BANK	LODGING, MEALS, BOOKS, CANDY	50528	1,030.29
FIRST OPTION BANK	AMMO, SHARP CONTAINER	50529	101.97
FIRST OPTION BANK	MEALS, SOFTWARE	50530	242.79
SUDDENLINK COMMUNICATIONS	SERVICES	50531	254.90
CYR CONSTRUCTION	CURB CUT PERMIT REFUND	50533	1,000.00
MOON'S HOMETOWN MARKET	NOV 2017 STORAGE PAYMENT	50534	1,000.00
KANSAS CITY POWER & LIGHT CO.	SERVICE	50535	1,395.01
KANSAS GAS SERVICE	SERVICES	50536	2,011.21
WHISTLE REDI-MIX, INC.	PRECAST CONCRETE BLOCK	50537	2,870.00
AFFINITY APPAREL	JEANS	50568	399.75
APPLIED MAINTENANCE SUPPLIES	GLOVES	50569	137.52
ATCO INTERNATIONAL	ALL-PRO	50570	115.00
BAKER & TAYLOR	BOOKS	50571	854.83
BG CONSULTANTS, INC.	CONSULTING SERVICES	50572	2,826.34
C & G MERCHANTS SUPPLY	TOWELS	50573	28.17
CARTER WATERS	FLOAT BRACKET, KNOB, PLACER	50574	182.69
DON CAWBY	MILEAGE, LODGING	50575	1,008.69
CENTURYLINK	RTU'S	50576	236.56
CHRIS' CAFE	COOKIE TRAY	50577	25.00
CITY ELECTRICAL SUPPLY COMPANY	CONDUIT, PVC	50578	574.94
CITY OF OSAWATOMIE	UTILITIES	50579	9,847.97
COLEMAN EQUIPMENT INC.	EXHAUST PIPE KIT	50580	152.00
CONSUMER REPORTS	SUBSCRIPTION	50581	26.00
CORRECT CARE SOLUTIONS, LLC	INMATE HEALTHCARE REPRICING	50582	18.00
THE COW PALACE	HOT DOGS	50583	224.00
D&B PRINT SHOP, INC.	UTILITY PADS	50584	140.00
DEFFENBAUGH INDUSTRIES	DUMPSTER-BBQ	50585	1,722.39
DELTA DENTAL OF KANSAS, INC.	DENTAL INSURANCE	50586	3,080.25
DEMCO, INC.	CD ALBUM	50587	237.15

RECORD OF ORDINANCES

Date Warrants Issued:
November 30, 2017

Page No. 2

Claimant	Nature of Claim or Service	Claim Number	Amount
DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	50588	123.36
DAVID DOSSEY	WORK ON SERVER	50589	5,600.00
ELLIOTT INSURANCE INC.	NOTARY BOND	50590	118.00
EMG, INC.	CONSULTING SERVICES	50591	1,110.25
EVCO WHOLESALE FOOD CORP.	COFFEE, HOT DOGS, BRATWURST	50592	391.74
FAMILY CENTER FARM & HOME	POISON MOLE WORMS	50593	567.32
FOLEY INDUSTRIES	16" RAIN CAPS	50594	4,743.96
FREEMAN GRANITE AND POLISHING	MEMORIAL TREE MARKER	50595	40.00
GREATLIFE WARSAW, LLC	CONSULTING SERVICES	50596	833.00
HAWKINS, INC.	AQUA HAWK, AZONE	50597	5,368.73
HEATH SALES AND SERVICE, INC.	FUEL HAMMER DR, SAWZALL	50598	399.00
JAY'S UNIFORMS, LLC	SHIRTS	50599	47.97
JEO CONSULTING GROUP, INC.	CONSULTING SERVICES	50600	3,391.10
JIVE COMMUNICATIONS, INC.	SERVICE	50601	914.85
KANSAS CITY WILBERT	GRAVE OPENING - EILEEN SPEARS	50602	3,455.00
KANSAS DEPT OF COMMERCE	JTC OIL LEASE	50603	1,000.00
KANSAS ONE CALL SYSTEM, INC	LOCATES	50604	67.20
KANSAS SECRETARY OF STATE	NOTARY - LISA HASTINGS	50605	25.00
KANSAS STATE TREASURER	TRAINING FUNDS	50606	1,021.00
KC BOBCAT	SEAL KIT	50607	101.66
KINCAID READY MIX	CONCRETE	50608	2,998.38
KMEA	FALL CONFERENCE	50609	125.00
KRIZ-DAVIS COMPANY	ANCHOR	50610	240.77
LOGAN CONTRACTORS SUPPLY, INC.	SURVEYOR FLAGS	50611	22.86
LOUISBURG FORD SALES INC.	HANDLE	50612	61.84
MADDEN RENTAL	PORTABLE TOILET RENTAL	50613	390.00
MARTIN, PRINGLE, OLIVER,	CITY PROSECUTOR	50614	4,921.52
MC CONNELL MACHINERY CO. INC.	DUST COVER	50615	44.70
JENNIFER MCDANIEL	COMMUNICATION SERVICES	50616	1,200.00
MIAMI COUNTY MEDICAL CENTER	MEDICAL CARE FOR PRISONER	50617	318.66
MIAMI LUMBER INC.	LUMBER	50618	157.67
MIDWEST PUMP & MECHANICAL LLC	REPLACE PROBE STICK	50619	1,833.33
MTS CONTRACTING, INC.	AUDITORIUM REPAIR	50620	37,645.00
NAPA AUTO PARTS	OIL	50621	487.85
NEKLS	COMPUTER	50622	937.95
NICHOLSON, DASENBROCK &	ATTORNEY FEE	50623	1,475.00
NPG NEWSPAPERS, INC.	ORDINANCE 3754, QTR TREASURERS	50624	232.67
OIL PATCH PUMP & SUPPLY, INC.	NIPPLE, VALVE BALL, BUSHING	50625	36.44
ORBIT ENTERPRISES, INC.	WEB DESIGN	50626	500.00
OSAWATOMIE CHAMBER OF	CHAMBER DINNER	50627	8,020.00
P.Q.L., INC.	BULBS	50628	1,256.63
PACE ANALYTICAL SERVICES, INC.	ANALYTICAL CHARGES	50629	316.00
PALACE HARDWARE	GFCI COVER, TUBE CUTTER	50631	1,435.04
PROTECTIVE EQUIP. TESTING LAB.	GLOVE TESTING	50632	95.03
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALAUATION	50633	135.00
QUILL CORPORATION	TAPE	50634	449.90
RAY'S LAWN & GARDEN	SPROCKET, 16" CHAIN, BAR	50635	80.64
REINDERS, INC.	REBATE	50636	159.17
REJIS COMMISSION	LEWEB SUBSCRIPTION	50637	34.07
RICOH AMERICAS CORP.	COPIER LEASE	50638	311.30
RICOH AMERICAS CORP.	COPIER LEASE	50639	280.78
ROMANS OUTDOOR POWER	FILTERS	50640	24.21
RURAL WATER DIST. #1	SERVICES	50641	140.57

INV# 27466

AIA Type Document
Application and Certification for Payment

TO (OWNER): CITY OF OSAWATOMIE
439 MAIN STREET
OSAWATOMIE, KS 66064

PROJECT: OSAWATOMIE PUBLIC LIBRARY-TE
527 BROWN AVENUE
OSAWATOMIE, KS 66064

APPLICATION NO: 2
PERIOD TO: 10/19/2017

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): Premier Contracting, Inc
3940 S. Ferree St
Kansas City, KS 66103

VIA (ARCHITECT):
ARCHITECT'S PROJECT NO:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	36,000.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	36,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	36,000.00
5. RETAINAGE:		
a. 10.00% of Completed Work	\$	3,600.00
b. 0.00% of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	3,600.00
6. TOTAL EARNED LESS RETAINAGE	\$	32,400.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	26,930.70
8. CURRENT PAYMENT DUE	\$	5,469.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	3,600.00

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Premier Contracting, Inc
3940 S. Ferree St Kansas City, KS 66103

By: Barbara Clark Date: 10/19/17

BARBARA CLARK / CONST. MGR.

State of: KS

County of: WYANDOTTE

Subscribed and Sworn to before me this 19th Day of Oct 2017

Notary Public: Stacie Lynn Addison

My Commission Expires 11/1/2019

STACIE LYNN ADDISON
NOTARY PUBLIC-STATE OF KANSAS
My Appointment Expires

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): CITY OF OSAWATOMIE 439 MAIN STREET OSAWATOMIE, KS 66064	PROJECT: OSAWATOMIE PUBLIC LIBRARY-TE 527 BROWN AVENUE OSAWATOMIE, KS 66064	APPLICATION NO: 2 PERIOD TO: 10/19/2017	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): Premier Contracting, Inc
 3940 S. Farree St
 Kansas City, KS 66103

VIA (ARCHITECT): ARCHITECT'S PROJECT NO:

CONTRACT FOR: _____ **CONTRACT DATE:** _____

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	MOBILIZATION	3,558.00	3,558.00	0.00	0.00	3,558.00	100.00	0.00	355.80
2	ROOFING MATERIALS	14,652.00	14,652.00	0.00	0.00	14,652.00	100.00	0.00	1,465.20
3	ROOFING LABOR	11,713.00	11,713.00	0.00	0.00	11,713.00	100.00	0.00	1,171.30
4	SHEET METAL MATERIALS	1,441.00	0.00	1,441.00	0.00	1,441.00	100.00	0.00	144.10
5	SHEET METAL LABOR	2,807.00	0.00	2,807.00	0.00	2,807.00	100.00	0.00	280.70
6	DEMOBILIZATION	1,829.00	0.00	1,829.00	0.00	1,829.00	100.00	0.00	182.90
REPORT TOTALS		\$36,000.00	\$29,923.00	\$6,077.00	\$0.00	\$36,000.00	100.00	\$0.00	\$3,600.00

INV# 27467

AIA Type Document
Application and Certification for Payment

TO (OWNER): CITY OF OSAWATOMIE
439 MAIN
OSAWATOMIE, KS 66064

PROJECT: OSAWATOMIE CITY HALL ADD -TE
439 MAIN
OSAWATOMIE, KS 66064

APPLICATION NO: 2
PERIOD TO: 10/19/2017

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Premier Contracting, Inc
3940 S. Ferree St
Kansas City, KS 66103

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

- 1. ORIGINAL CONTRACT SUM \$ 8,600.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,600.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 8,600.00

- 5. RETAINAGE:
 - a. 10.00% of Completed Work \$ 860.00
 - b. 0.00% of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 860.00

6. TOTAL EARNED LESS RETAINAGE \$ 7,740.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 5,909.40

8. CURRENT PAYMENT DUE \$ 1,830.60

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 860.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Premier Contracting, Inc
3940 S. Ferree St Kansas City, KS 66103

By: Barbara Clark Date: 10/19/17
BARBARA CLARK / CONST. MGR.

State of: KS
County of: WYANDOTTE

Subscribed and Sworn to before me this 19th Day of Oct 2017

Notary Public: Stacie Lynn Addison
NOTARY PUBLIC-STATE OF KANSAS
My Commission Expires 11/1/2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): CITY OF OSAWATOMIE 439 MAIN OSAWATOMIE, KS 66064	PROJECT: OSAWATOMIE CITY HALL ADD.-TE 439 MAIN OSAWATOMIE, KS 66064	APPLICATION NO: 2 PERIOD TO: 10/19/2017	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): Premier Contracting, Inc 3940 S. Ferree St Kansas City, KS 66103	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO:	

CONTRACT FOR:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	MOBILIZATION	1,124.00	1,124.00	0.00	0.00	1,124.00	100.00	0.00	112.40
2	ROOFING MATERIALS	2,328.00	2,328.00	0.00	0.00	2,328.00	100.00	0.00	232.80
3	ROOFING LABOR	3,114.00	3,114.00	0.00	0.00	3,114.00	100.00	0.00	311.40
4	SHEET METAL MATERIALS	232.00	0.00	232.00	0.00	232.00	100.00	0.00	23.20
5	SHEET METAL LABOR	678.00	0.00	678.00	0.00	678.00	100.00	0.00	67.80
6	DEMOBILIZATION	1,124.00	0.00	1,124.00	0.00	1,124.00	100.00	0.00	112.40
REPORT TOTALS		\$8,600.00	\$6,566.00	\$2,034.00	\$0.00	\$8,600.00	100.00	\$0.00	\$860.00

CONTRACT DATE:

KwiKom Communications
 800 W Miller Rd
 Iola, Kansas 66749-1604
 800-379-7292

INVOICE



City Clerk
 City of Osawatomie
 439 Main St
 Osawatomie, Kansas 66064

Invoice Summary	
Account	18541
Reference	Invoice 18541-1
Date	2018-01-03
Due Date	
Total (\$)	49358.00
Amount Due (\$)	49358.00

<u>Item</u>	<u>Description</u>	<u>Nontaxable (\$)</u>	<u>Taxable (\$)</u>	<u>Tax (\$)</u>
Construction - Fiber	Osa KS 9th st to 7th St Fiber Project Original Bid 9th St Sub to 7th St Sub project. 24ct Armored Fiber 6x Fiber Enclosure 24x36x24h 1.25in Duct 3716 ft Fiber 3370 ft Duct 200ft Hardened Material Drilling	44408.00	0.00	0.00

Please tear off and return the bottom portion with your payment. Thank you.

City Clerk
 City of Osawatomie
 439 Main St
 Osawatomie, Kansas 66064



KwiKom Communications
 800 W Miller Rd
 Iola, Kansas 66749-1604

Payment Summary	
Account	18541
Reference	Invoice 18541-1
Due Date	
Amount Due (\$)	49358.00
Amount Enclosed	
Check Number	
Please make checks payable to KwiKom Communications	

INVOICE



City Clerk
 City of Osawatomie
 439 Main St
 Osawatomie, Kansas 66064

Invoice Summary	
Account	18541
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<u>Item</u>	<u>Description</u>	<u>Nontaxable (\$)</u>	<u>Taxable (\$)</u>	<u>Tax (\$)</u>
Construction - Fiber	Osa KS 9th st to 7th St Fiber Project Quantity: 3 Rate: 1250 Labor and Material 3x Additional Fiber Vaults 1 at Brown and 7th 1 at 7th sub 1 at 9th sub	3750.00	0.00	0.00
Construction - Fiber	Osa KS 9th st to 7th St Fiber Project Splice Closure and splicing at 7th and brown. 24ct Addon from original quote.	1200.00	0.00	0.00

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, Ted Hunter, a southcentral Kansas native, came to Osawatomie in 1984 to serve as the minister of the United Methodist Church until 1994; he left to minister elsewhere in Kansas and returned to Osawatomie in 1999 to reside; and

WHEREAS, on April 5, 2005, Mr. Hunter was elected by the voters of Ward 1 of Osawatomie to represent them on the City Council; was consecutively re-elected five times to his seat; and was elected by his fellow members to serve as the President of the Council from 2007 until his retirement from the body; served on the prestigious Governing Body of the League of Kansas Municipalities from 2009 to 2010; and has served on numerous boards and committees in the community; and

WHEREAS, during his almost 13 years of Council service, Councilman Hunter has seen the highs and lows of the community, from the devastating flood of 2007, to a visit from a sitting U.S. President in 2011; and has been a champion for rebuilding and improving the **community's** infrastructure and amenities during his tenure, overseeing **millions of dollars in improvements to the City's streets, parks**, historical buildings, downtown business district, and utility systems; and has only missed one council meeting during his entire tenure on the City Council; and

WHEREAS, the Reverend Hunter has served as the "community's minister" for several decades, presiding over hundreds of weddings, funerals, community worship services and meals, ribbon-cuttings, and community dedications; and **in "retirement,"** continues to serve his community through his work at the Osawatomie Museum, Eddy-Birchard Funeral Home and as an officer of the John Brown Foundation; and

WHEREAS, Mr. Hunter's stoic demeanor and soft-spoken manner often hide his fierce passion for his community, his razor-sharp dry wit, and his heart of pure gold; and with his wife, Vivien, will have several more hours of the week available to walk the streets of Osawatomie, inspiring us all to be active and healthy no matter our age; and

WHEREAS, **Council President Hunter's steady hand and fatherly advice as the** parliamentarian of the City Council will be sorely missed;

NOW, THEREFORE, I, L. Mark Govea, Mayor of Osawatomie, on behalf of the entire City Council, do hereby proclaim January 11, 2018, as

Ted Hunter Day

In the City of Osawatomie, in honor of his service of almost 13 years as a City Councilmember and the thousands of hours of selfless service to the community of Osawatomie and its citizens over the past 34 years; and

FURTHER, I urge all citizens of the City of Osawatomie to offer Ted Hunter their most sincere gratitude for his service and best wishes on his well-earned retirement.

Proclaimed this 11th day of January, 2018.

L. Mark Govea, Mayor

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2018

AGENDA ITEM: KwiKom Tower Lease

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The City of Osawatomie has been negotiating with KwiKom Communications about the possibility of provide an additional wireless provider service in Osawatomie and to help the City provide a fiber backbone through the community. The attached tower lease, is the second step in this process, with the first being KwiKom building a fiber line between our two substations for the generation project.

This agreement is a fairly straight forward five-year lease agreement which will provide the City \$250 per water tower, per month, to allow the installation wireless internet equipment on the City's water towers. The agreement does require the City to pay the electric bill on services (which we will meter), but has a protection for the City if their usage rates in one year are more than 20% of the total rent paid. In such case we would bill KwiKom for that overage. This protects us from inaccurate usage estimates on their part or price surges by the market.

The agreement provides most of the expected protections for both parties, but also provides for a 25% rate increase with any automatic 5-year renewal, in an attempt to reflect electric market rate increases and the lease market for tower space.

Representatives from KwiKom will also be presenting and available for questions.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the agreement as presented.

LEASE FOR TOWER SPACE

(City of Osawatomie, Kansas)

THIS TOWER LEASE AGREEMENT (the “Lease”) is entered into this 11th day of January, 2018 by and between CITY OF OSAWATOMIE, KANSAS (hereinafter referred to as the “Lessor”) and JMZ CORPORATION, a Kansas corporation (hereinafter referred to as the “Lessee”).

WHEREAS, Lessor is the owner of two Water Towers (hereinafter the “Tower” or “Towers”) located at the following approximate latitude / longitude coordinates:

38.501472° W, -94.941690° N (Industrial and First Street)

38.495855° W, -94.961053° N (Brown and Eleventh Street)

and Lessee desires to use certain space on the Towers, and on land owned, leased, or otherwise held by the Lessor at the base of the Towers (hereinafter the Tower “Sites”), and Lessor is willing to permit such use on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. USE. Lessee may use the Sites for the purpose of wireless Internet reception and transmission, Virtual Private Networking and Virtual Local Area Networks. Such use includes mounting equipment for radio frequency transmission and reception, including (but not limited to) antennae, data cables, masts, power supplies and electric lines, and Lessee may also place equipment, with a footprint of approximately 3’ x 6’ near the base of the Towers (all hereinafter the “Equipment”). Lessor is responsible for the cost of electric usage at the Towers and Sites, unless such annual average monthly electric usage costs exceed 25% of the monthly rent of the sites. In such case, the Lessee will reimburse the Lessor for such cost overages on an annual basis, as invoiced by the Lessor.

2. TERM. The original term of this Lease shall be five years, commencing January 1, 2018 and terminating at 11:59:00 PM on December 31, 2023. This Lease shall automatically renew for five-year terms at the end of each term unless either Lessor or Lessee notifies the other party in writing at least 180 days prior to the ending date of the Lease stating the desire to terminate this Lease.

3. RENT. Lessee shall pay Lessor rent at the rate of \$250 per occupied and used Tower and Site per month (\$500 total/month). Monthly rent shall be paid in advance on or before the 14th day of each month and sent to Lessor at the address noted below, or such other address as Lessor may direct. Upon each five-year renewal of this Agreement, the rent at each site shall increase by 25% over the previous rental rate. Lessee shall have the right to surrender and cease use of any Tower and Site to Lessor, and rent for such surrendered Tower and Site shall then end effective upon the removal of the Lessor’s equipment from the towers and upon thirty-days’ written notice from Lessee to Lessor.

4. INTERFERENCE; EXCLUSIVE USE. Lessor agrees not to use, or permit anyone else to use, any Tower or Site in any way that interferes with Lessee’s operations under this Lease. Lessee agrees not to use, or permit anyone else to use, any Tower or Site in any way that interferes with Lessor’s municipal water system. During the term of this Lease, Lessee shall have the sole and exclusive right to use the Towers and Sites for the purpose of fixed wireless Internet reception and transmission, Virtual Private Networking and Virtual Local Area Networks; provided, however, that Lessor may use or rent the Towers or Sites for cell phone services, or for installation of equipment for the City of Osawatomie and/or Miami County to operate the

City/County internet/network.

5. COMPLIANCE WITH LAW. Lessee shall conform to applicable laws and regulations of any public authority affecting the Towers and Sites and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain any federal, state and local permits and licenses necessary to operate under this Lease. Lessee shall operate its Equipment in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority. Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency or other governing agencies.

6. IMPROVEMENTS; USE OF EQUIPMENT. Lessee shall have the right, at its expense, to install, maintain, repair, replace and remove the Equipment, and such Equipment shall at all times remain the exclusive property of Lessee. Lessee will notify Lessor when access to the Towers and Sites is needed and obtain Lessor's permission for such access, and Lessor agrees to allow Lessee reasonable access upon such request. Upon expiration or termination of this Lease, Lessee shall remove its Equipment. After removal of its Equipment, Lessee shall restore the Tower and Site to its original condition at the time of leasing, normal wear and tear excepted. It is understood that Lessor also utilizes the Towers and Sites and Lessee's use is restricted to locations available as reasonably determined by Lessor. Lessee shall submit plans and specifications for its Equipment to Lessor for its approval prior to undertaking any construction, and all construction must be in accordance with the approved plans. Lessee shall be responsible for all maintenance and repairs of its Equipment and shall hold the Lessor harmless from any injuries, damages, liability, claims or causes of action which may arise from or be related in any way to its Equipment, the installation thereof, or from Lessee's operation and use of the Towers and Sites. Lessor has no liability or responsibility for any damage caused to the Equipment during any maintenance or painting of the Tower.

7. TOXIC OR HARMFUL SUBSTANCES. Lessee shall not keep on or about the Towers or Sites any substances designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, (and/or which are subject to regulation as hazardous, toxic, dangerous or harmful) by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances"). Lessee shall notify Lessor of (i) all failures to comply with any federal state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (ii) all inspections of the Equipment by any regulatory entity concerning Hazardous Substances at the Sites, (iii) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Equipment at the Sites. Lessee shall indemnify, defend, and hold harmless Lessor and its employees, officers and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of the Lessee's use, disposal, transportation, and/or generation of Hazardous Substances.

8. TAXES. Lessee shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Equipment. Lessor shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Towers and Sites.

9. INSURANCE. During the term of this Lease, Lessee is responsible for insurance on the Equipment, and shall maintain general liability insurance coverage of not less than \$1,000,000 with Lessor named as an additional insured, and workman's compensation insurance for Lessee's employees. Upon request, Lessee shall furnish evidence of such insurance in the form of a Certificate of Insurance satisfactory to Lessor. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

10. DESTRUCTION; CONDEMNATION. If a Tower or Site are destroyed or damaged so as, in Lessee's judgment, to hinder the effective use of the Equipment, or if a Tower or Site is condemned, then Lessee may elect to terminate this Lease as to such Tower or Site as of the date of the damage, destruction or condemnation by so notifying Lessor. Lessor is not responsible for repair or replacement of any Equipment which may be damaged or destroyed or for any other damages, consequential or direct, which may result from damage or destruction to a Tower or Site or the Equipment.

11. INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless from any and all liability, damage, expense (including attorneys' fees and costs), cause of action, suits, claims or judgments by any reason whatsoever to the extent caused or arising out of Lessee's occupancy or use of the Towers and Sites, except to the extent caused by Lessor.

12. BREACH; REMEDY. In the event either party should breach any provision of this Lease, and fail to cure such breach within 15 days after receipt of written notice from the non-breaching party, then such party shall be in default and the non-breaching party shall have such remedies as are available at law or equity. The party substantially prevailing in litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

13. LIENS. Lessee shall not permit any lien to be filed against its leasehold interest in the Towers or Sites by reason of work, labor, services or materials performed or supplied to Lessee, and if any such lien is filed against the leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged within 30 days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to Lease termination.

14. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipts requested, or sent by overnight carrier to the following addresses, or such other address as either party may designate at a later date:

If to Lessor, to: City of Osawatomie
 439 Main Street, Osawatomie, Kansas 66064

If to Lessee, to: JMZ Corporation
 800 West Miller Rd, Iola, Kansas 66749

15. ASSIGNMENT. Lessee may not mortgage, assign or transfer this Lease without Lessor's prior written consent. Lessor may assign this Lease upon notice to Lessee.

16. SUCCESSORS AND ASSIGNS. This Lease shall run with the Towers and Sites described, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. MISCELLANEOUS.

(a) Modification/Waiver. This Lease may not be amended, altered or modified, and no term or condition herein shall be deemed waived or released, except by written document signed by the parties, and no oral

amendment, alteration, modification, waiver or release shall be effective or binding.

(b) Choice of Law; Waiver of Jury. This Lease shall be governed by and construed in accordance with the laws of the State of Kansas, and the parties irrevocably consent to trial by a District Judge and waive any right to trial by a jury.

(c) Interpretation. This Lease is the result of joint negotiations and efforts in drafting, and nothing herein shall be construed against any party simply as a result of such party being the draftsman of this Lease. Each party has consulted with, or had adequate opportunity to consult with, an attorney and is fully aware of and satisfied with all terms of this Lease.

(d) Headings. Headings in this Lease are for convenience only and shall not be considered in interpreting this Lease.

(e) Invalidity. If any term or provision of this Lease is held invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) Entire Agreement. This document sets forth the entire understanding and agreement of the parties on the matters described herein, and this Lease cancels, supersedes and replaces all prior letters of intent, Leases, arrangements and understandings relating to the subject matter of this Lease.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Lease effective the date first above written.

LESSOR (City of Osawatomie)

LESSEE (JMZ Corporation)

by _____
L. Mark Govea
Mayor

by _____
Zachery D Peres
Vice President

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2018

AGENDA ITEM: Condemnation Repeal – 917 Pacific Ave.

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: 917 Pacific was condemned by Resolution No. 725 on July 14, 2016. The City Council found the property to be dangerous and unsafe. The resolution gave the owner of the property 45 days to complete the demolition or repair of the property before the city demolished the structure. On August 2, 2016, a whole house remodel permit was issued for the property and the owners began sporadic work on the property. As work progressed slowly, the owners of the property came before the city council to request extensions and were granted three separate extensions, the final extension expiring November 1, 2017, at which time the remodel was almost finished and no action to demolish the property was taken.

On December 22, 2017, Building Official Ted Bartlett issued a Certificate of Occupancy for 917 Pacific Avenue. The remodel of the home is now complete. Although it took longer than the owners and the City had anticipated, Ted Bartlett reports that one of the owners, Derrick Gould, did a nice job and the home looks good, inside and out. The complete remodel included installing new plumbing, electric, and HVAC. In addition, Mr. Gould assisted the owner of the property to the east, 915 Pacific, with muchneeded clean-up of that yard.

COUNCIL ACTION NEEDED: Vote on the proposed resolution.

STAFF RECOMMENDATION TO COUNCIL: Approve the Resolution as presented.

RESOLUTION NO. ____

A RESOLUTION REPEALING THE PREVIOUS FINDING AS SET FORTH IN RESOLUTION NO. 725 THAT THE STRUCTURE LOCATED LOT 5, BLOCK 3 OF MARY P. SMITH'S SUBDIVISION OF LOTS 8, 9, 10, 14 AND 19 OF MARY G. CRANE'S ADDITION, TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; COMMONLY KNOWN AND REFERRED TO AS 917 PACIFIC AVENUE, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING ACTION CONSISTENT WITH SUCH FINDING.

WHEREAS, the Governing Body did by Resolution No. 725 direct the owner of the structure located at the lot 5, block 3 of Mary P. Smith's subdivision of lots 8, 9, 10, 14 and 19 of Mary G. Crane's addition, to the city of Osawatomie, Miami County, Kansas; commonly known and referred to as 917 Pacific Avenue, Osawatomie, Kansas, to commence the repair or removal of said property within 14 days from the date of the publication of said resolution and to have the repair or removal completed within 30 days of the commencement; and

WHEREAS, the owner has subsequent to the adoption of said Resolution made satisfactory repairs to said property to the extent that Governing Body finds that said property is no longer abandoned, unsafe or dangerous.

WHEREAS, for the reason that the structure is no longer abandoned, unsafe or dangerous, the Governing Body has determined that it's prior directive as set forth in Resolution No. 725 should be repealed and held for naught.

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

The Governing Body hereby finds and determines that for good cause shown, the directive of the Governing Body that Resolution No. 725 and the directives set forth in said Resolution should be and are hereby repealed and held for naught.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 11th day of January, 2018, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2018

AGENDA ITEM: Election of Officers

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: After the seating of new members, following an election, the City Council re-elects officers for the City Council.

Section 1-206 of the Osawatomie Code reads as follows:

PRESIDENT OF THE COUNCIL. The city council shall elect one of its own body as president of the council. The president of the council shall preside at all meetings of the council in the absence of the mayor. In the absence of both the mayor and the president of the council, the council shall elect one of its members as "acting president of the council." The president and acting president, when occupying the place of mayor, shall have the same privileges as other council members but shall exercise no veto. (K.S.A. 14-208, 14-308, 12-2003; Ord. 3266, Sec. 6; Code 2008)"

Historically, the City Council has taken the additional step of electing a Vice-President of the Council to fill the role of the "acting president" as defined in the ordinance.

COUNCIL ACTION NEEDED: Elect officers of the City Council.

STAFF RECOMMENDATION TO COUNCIL: Although no specific procedure exists for the election of officers in the City Code or the Code of Procedure, it is recommended the City Council continue to follow its historic procedure for electing officers.

1. The Mayor opens the floor to nominations for President of the Council. Nominations require a second, just as any other motion.
2. After receiving one or more nominations, a motion is in order from the Council to close the nomination. Upon a second and affirmative vote, the nominations are closed.
3. If there is only one nomination, a motion to approve the lone candidate is in order.

4. If there is more than one candidate, a motion is in order to vote on the candidates to be elected to the position. Once approved, the Mayor will declare a vote in order and will call for a vote on the candidates. Each candidate's name will be called and votes will be cast by a show of hands or a roll call. The Mayor will only vote in the case of a tie. Should there be more than two candidates and no candidate receiving a majority of the members present, the candidate with the fewest votes will be dropped (or a candidate may withdraw) and a motion will be considered to vote on the remaining candidates. This is repeated until there are two candidates.
5. Once the officer is elected, the member will take over those duties immediately. In this case, the new President of the Council will preside over the rest of the meeting in absence of the Mayor and former President of the Council.

If the Council desires to elect a Vice-President of the Council, the same above procedures should be followed for this matter as well.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2018

AGENDA ITEM: **Official Depository**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Each year, with the seating of a new Council, we have reauthorized our official financial depository. However, with our move to biennial elections, I am recommending that we move this action to the first meeting of each year.

Currently, we have designated, by simple motion and approval, the City's official depository as First Option Bank. First Option Bank is our checking provider and holds all of our Certificates of Deposit (CD) at this time. When CDs come up for renewal we check rates from area banks, but First Option has typically given the best rates. We also use the Kansas Municipal Investment Pool, where we often put project funds, because it has interest rates close to CD rates but also allows us to keep our money flexible for large payments to contractors.

COUNCIL ACTION NEEDED: Approve the official depository.

STAFF RECOMMENDATION TO COUNCIL: Recommend approval of First Option Bank as the City's official depository.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2017

AGENDA ITEM: City Hall Remodel Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The city received two bids for the city hall remodeling project. These bids include all project work to remodel what is currently city hall and the old police department, including walls, windows, ceilings, cabinets, plumbing, electrical, doors, and frames. The bid submissions do not include costs for flooring, HVAC, new furniture, painting and card security system installation which will all be bid separately or completed by the city to reduce total project costs.

The bid submitted by Wendt's Construction contains an estimate for all of the work except for an ADA compliant bathroom and kitchenette in the new City Clerk and Utility Billing office. Wendt's Construction bid is \$68,400.

The bid submitted by Legacy Contractors includes new walls, doors, and frames, window replacement, restroom remodel adding ADA compliance, and kitchenette cabinetry and countertops. Legacy Contractors bid does not include costs and labor for a mini vault, ticket windows, and kitchenette appliance costs in the new City Clerk and Utility Billing office. The submission is \$69,467 for all work .

Attached the updated layout for the complete project and an updated project budget based on the bids received. The project budget estimate has been revised to show the bid submitted by Legacy Contractors and still includes estimations for flooring, HVAC, and furniture.

The original project budget for the complete renovation was \$100,000.

COUNCIL ACTION NEEDED: Review and consider bids for remodel project.

STAFF RECOMMENDATION TO COUNCIL: Based on the work to be done, staff believes the bid by Legacy is the low bid when adding in the costs of what an additional contract would cost to complete the Utility Clerk/Utility Billing bathroom work under the Wendt bid.

Approve the bid award to Legacy Contractors and authorize the City Manager to enter into a contract with Legacy Contractors LLC for \$69,467 to remodel City Hall.



helping you build your legacy commercial contractor · design/builder · construction manager


PROPOSAL

PROPOSAL SUBMITTED TO		PHONE	FAX	DATE
City of Osawatomie		755-2146	755-4146	12/8/2017
STREET		JOB NAME		
439 Main		City Hall Remodel Project 2017		
CITY, ST, ZIP		JOB LOCATION		JOB PHONE
Osawatomie, KS 66064		City of Osawatomie		
ENGINEER	DATE OF PLANS	501 First Street		JOB FAX
		Osawatomie, KS		

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: \$ 69,467
Sixty-nine thousand four hundred sixty-seven dollars

Payment to be made as follows: **Monthly progressive payments due upon receipt 0 retainage**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

AUTHORIZED SIGNATURE
 by  Rob George
 Note: This proposal may be withdrawn by us if not accepted within **20** days.

Work as spelled out in bid documents dated 12/7/17, Items #1-#14.
 Including demolition, removal of debris, dumpsters, temporary dust enclosures, cleaning
 New walls, framing, plywood, drywall, insulation, tape & finish, patching - ready for painting by City
 Furnish and install doors and frames and applicable hardware - excluding door controls and buzzer system that are by City.
 Remove and replace south wall exterior windows with new aluminum energy efficient fixed windows. Not replacing blinds.
 Provide an ADA accessible restroom with toilet, lavatory, grab bars, door & hardware, signage, and paper dispensers.
 Provide Kitchenette cabinetry and counter tops, finished by City. Provide countertops and supports in Codes and Billing.
 *New door & frame at intersection of corridors by Conference Room #3, not listed in documents - will be ADA compliant.

Including worker's comp & G/L insurance.
 Including supervision, labor, tools, and equipment to accomplish the scope of work.

Excludes flooring and base, removal and disposal of flooring and base.
 Excludes all painting and finishing, furnishing and installing card & buzzer systems, security/surveillance systems and anything electrical - this work is to be done by City of Osawatomie. We are not responsible for their work or code compliance.
 Excludes HVAC equipment/ductwork/grilles/demolition, excludes restroom ventilation, excludes access for HVAC work.
 Excludes providing the safe in item #9, and providing "ticket windows" in Item #6. Excludes appliances listed in Item #11.
 Excludes bonds, sales taxes, permit fees, architect or engineer services, legal fees, retainage.
 Excludes moving safe exceeding 200 lbs.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Legacy Contractors, LLC is authorized to do the work as specified. Payment will be made as outlined above or pay finance charges.

Date of acceptance: _____ Signature: _____



WENDT'S CONSTRUCTION
 36675 Osawatomie Road
 Osawatomie, KS 66064

PROPOSAL

Page No. _____ of _____ Pages

(913) 755-4495

To: City of OSAWATOMIE

JOB NAME / NO. <u>City Hall bid</u>	
LOCATION	
PHONE	DATE <u>12/28/17</u>

1931

We hereby submit specifications and estimates for:

Bid is based on handout from city with 14 work areas to be done. Construction materials will be wood unless noted. Ceiling tile and grid system in most areas will all need replaced.
 #14 - exterior door 3'x7' insulated glass, panic hardware and transom.
 #13, 14 replace 5 windows 2x4 1/2 thermal break framing, low E insulated glass

Note: prep walls for paint = have walls free of imperfections.
item #11 not part of bid. could not get plumbing sub to bid on project.

Material & labor.

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:
Sixty Eight thousand four hundred dollars (\$ 68,400).
 Payable as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

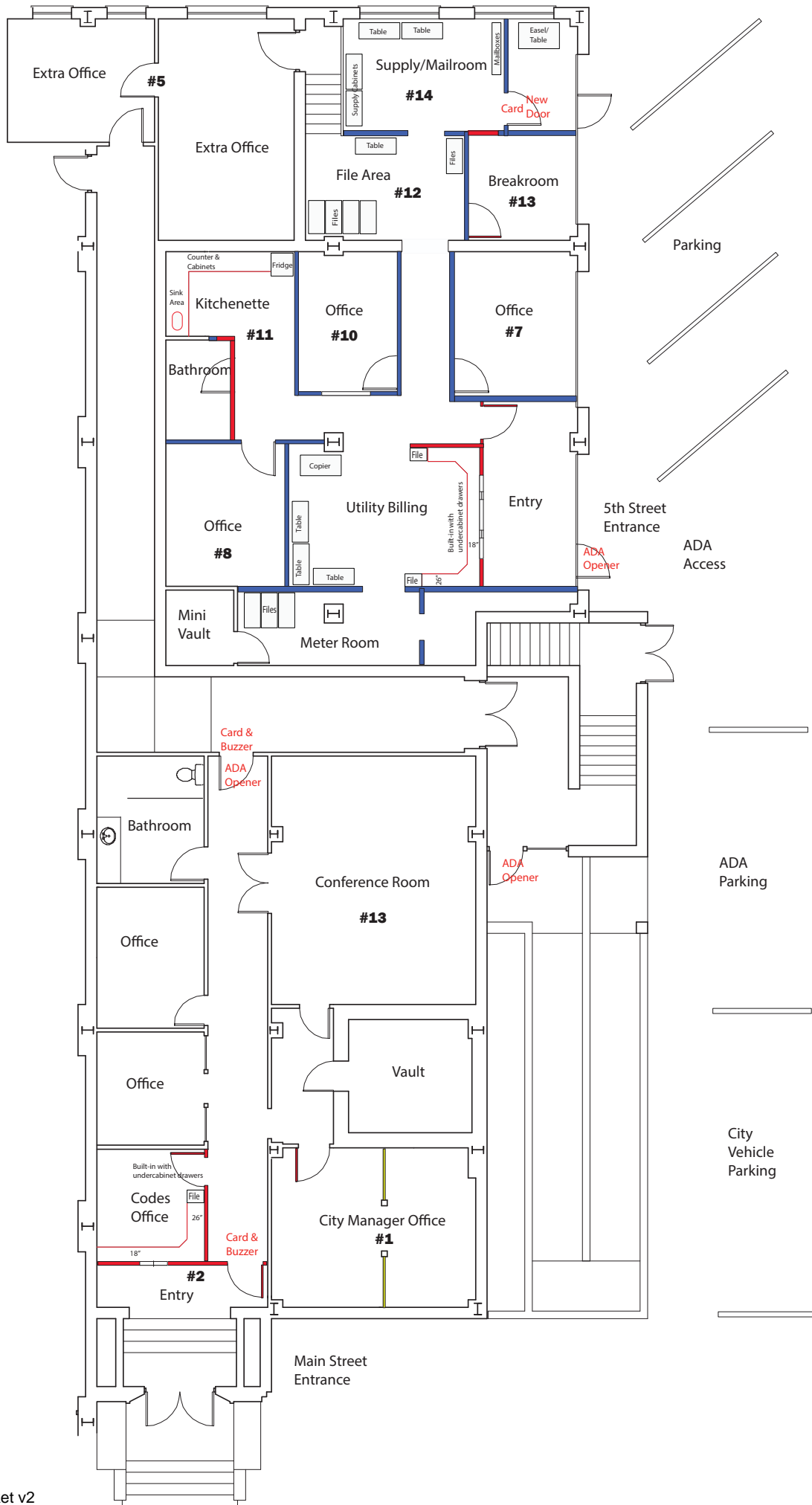
NOTE: This proposal is valid for _____ days by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

City Hall Renovation Budget

	Budget
Remodel - Legacy Bid	
Walls	\$ 13,000
Windows	10,000
Electrical/Plumbing/ADA Restroom/Cabinets/Doors & Frames/Ceilings	46,500
Subtotal	\$ 69,500
Flooring	
City Clerk/Utility Offices	\$ 10,500
City Manager/Codes Office/Hallways/Entrance	12,000
Stair Treads	5,500
Subtotal	\$ 28,000
HVAC	
Clerk/Utility Office HVAC	\$ 8,600
City Manager/Codes Offices HVAC	100
Old Code Offices Mini-Split AC (inc basement)	7,600
Subtotal	\$ 16,300
Furniture	
City Clerk/Utility Offices	\$ 9,000
54x144 Conf Table/12 Chairs/ Projector/ Shelves	4,900
Break Room/Old Codes Office	4,000
Subtotal	\$ 17,900
Door Security System	
Six Doors @ 2k each	\$ 12,000
Contingency	\$ 10,000
Total Project Budget	\$ 153,700
<i>Total w/o Furniture</i>	<i>\$ 135,800</i>



CITY OF OSAWATOMIE



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

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

L. Mark Govea, Mayor

December 7, 2017

Dear Contractor:

The City of Osawatomie is seeking interested Contractors to bid on remodel work in the Osawatomie City Hall. Attached is the floor plan and a brief scope of work. I will be out of the office December 11th through December the 18th. If you wish to come by City Hall during this time please call ahead, 913-755-2146 Ext. 104 and speak with our City Clerk Tammy. She is as familiar with how we want this projected completed as much or more as I am and should be able to assist if you have any questions. I will be back to work on the 18th and will be available to answer any questions.

We wish to have sealed bids delivered to City Hall in an enveloped marked "City Hall Remodel Project 2017". The deadline to have these bids in shall be December the 29th at 4:00pm. Bidding contractors will be notified of when bid openings will occur sometime after the first of the new year.

Thank you for your cooperation in this matter.

Sincerely,

Ted Bartlett
Building Official

FLOOR PLAN - Areas numbered for work referenced below, red walls indicate a change to what is currently in place, black or blue shows existing walls, yellow indicates remove that wall.

Ceilings to be either left ready to paint or drop ceilings in areas where drop ceiling is, existing grid to be utilized when possible and tiles and grid replaced where needed.

City Mangers Office #1

- Close in existing windows(leave counter and cabinets) cover window openings with plywood/sheet rock left & insulate for sound ready to paint.
- Remove partition wall creating one large open room
- Repair wall and ceiling to match existing left ready to paint
- Install Door use existing frame if possible.
- Remove Acoustic tile leave wall ready to paint

Entry and Codes Office #2

- Hard Wall between corridor and codes office and entry texture to match existing and left ready to paint
- Install Steel Door with steel frame, door to have a window to match existing at other end of this corridor as close as possible
- Install wall and door in Codes Office
- Install sliding window opening with ledge on both sides (similar to the ones in Dr. Office's) to wait on customers
- Install work area along north wall of codes office, can be counter top type area to fit 2-drawer file cabinet under

Conference Room #3

- Remove the Acoustic tile from wall leaving the room ready to paint

Area out side safe, between conference room and City Manager Office #4

- remove cabinets/counters leaving the wall behind ready to paint

2- Extra offices #5

Replace windows - non operable low e glass

Entry #6

Remove Entry Way Wall
Patch Walls and Prep for paint
Repair drop ceiling tile and grid
Install New Entry Wall with two ticket windows (we will be researching) with ledge for customers to write on exact location of this wall tbd at time of construction door will be steel door and frame with panic type hardware inside no hardware outside
Install U shaped work area against new wall. Counter top type to fit 2-drawer file cabinet under

Office #7

replace any ceiling tiles and repair grid
Patch wall and prep for paint

Office #8

Patch and prep walls for paint
Replace any ceiling tiles and grid that needs

Mini Vault #9

Install provided safe, possibly

City Clerk #10

Install window non operable in north wall to be able to watch over utility billing area

Patch and prep walls for paint
Replace any ceiling tiles and grid as needed

Bathroom - Budget permitting #11

Create ADA compliant bathroom in area as shown on diagram and a kitchenette type area for a sink, refrigerator and a microwave.

File Room area #12

either finish the furred out wall or remove and prepair masonry wall to paint
prep walls to paint

Breakroom #13

close in door as shown in red on floor plan
create door opening and install a new door in area shown on floor plan
Close in back side of window and corkboard lobby side
Replace windows along alley
Prepare walls for paint

Supply/Mailroom and foyer not titeled in floor plan#14

replace 1 window and close in 1 window along the alley
replace exterior door with a solid steel door, frame if needed
prep walls for paint

Plumbing to be a subcontractor

Work to be done by city to be coordinated with Contractor

Painting
Guard & Buzzer System, security/survey/lance
Electrical

Walls left ready to paint to match texture of existing in that area. Coordinate trim removal or replace with City Staff to finish.

Coordinate with City Clerk to also include bid for flooring

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: January 11, 2018

AGENDA ITEM: **Used Police Car Purchase**

PRESENTER: Don Cawby, City Manager
Dave Ellis, Police Chief

ISSUE SUMMARY: The Police Department is requesting the purchase of 2 used 2014 Ford SUV Patrol Cars from the City of Lawrence, Kansas. One of the vehicles is a K-9 Unit which we will utilize as part of our plan to add a K-9 officer to our department.

The vehicles are being sold at \$5,000 each as the units have around 100,000 miles on them. With equipment to total cost for both vehicles, equipment and installation is estimated at just under \$21,000 (see attached detail and picture). We have budgeted \$20,000 for a used car in 2018, so the additional amount would come out of the equipment or operating budget for this year.

We are moving quickly on this because the training for the officer and dog will be in mid-February and we will need to have the vehicle and equipment installed and ready to go for the training, as the vehicle and set-up is used in the training.

Unit 3, a 2009 Dodge Charger would be replaced by one of the vehicles and the camera and radar moved to one of the 2014 Fords SUVs.

COUNCIL ACTION NEEDED: Review, discuss and consider the proposed purchase.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed purchase of the 2014 AWD Ford SUVs and equipment as proposed.

ESTIMATED COSTS FOR 2-2014 FORD SUV'S AND EQUIPMENT

(2) - 2014 Ford Interceptors \$10,000.00

* (K-9 Unit mostly equipped except for Radio, Radar and Camera)

VHF Radio	K-9 Unit 2014 Explorer	\$700.00
VHF Radio	2 nd SUV 2014 Explorer	700.00
Radar	Used Stalker	1,400.00
2 nd Radar	(from Unit #3 Charger)	-----
Ford SUV Prisoner cage		FREE
Legend Light Bar	(1) 2014 Explorer – SUV	\$1,000.00
Car Camera	(1) 2014 Explorer – SUV	3,300.00
2 nd Camera	(from Unit #3, Dodge Charger)	-----
Corner Warning Lights	(1) 2014 Explorer – SUV	190.00
Rear Hatch Warning Lights	(1) 2014 Explorer – SUV	150.00
Vertical Gun Rack with Locks	(1) 2014 Explorer – SUV	450.00
PA640 Siren/Switch Panel	(1) 2014 Explorer – SUV	450.00
Siren Speaker	(1) 2014 Explorer – SUV	190.00

Labor costs for Radios (x2), cameras (x2), radar (x2), siren, lighting, prisoner cage,
& gun rack ----- 1,650.00

Decals or both units will come out of operating budget ? Estimated at \$800.00

TOTAL = \$20,980.00



CASH TRANSACTIONS REPORT

YEAR: THROUGH NOVEMBER
City of Osawatomie

Page: 1
1/4/2018
4:04 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	427,561.07	2,546,153.25	2,384,868.83	588,845.49
02-000-100.101	CASH & INVESTMENTS	243,189.12	840,866.64	864,251.89	219,803.87
03-000-100.101	CASH & INVESTMENTS	516,295.78	3,464,080.96	3,486,536.97	493,839.77
04-000-100.101	CASH & INVESTMENTS	83,706.81	953,452.71	799,304.44	237,855.08
05-000-100.101	CASH & INVESTMENTS	7,759.60	369,802.78	331,475.51	46,086.87
06-000-100.101	CASH & INVESTMENTS	108,330.36	44,818.97	10,429.63	142,719.70
07-000-100.101	CASH & INVESTMENTS	0.00	1.06	1.06	0.00
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	70,912.74	234,202.77	211,269.71	93,845.80
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	100,083.71	35,423.46	53,169.14	82,338.03
12-000-100.101	CASH & INVESTMENTS	148,183.62	132,074.69	92,487.07	187,771.24
13-000-100.101	CASH & INVESTMENTS	202,541.60	791,374.01	800,019.33	193,896.28
14-000-100.101	CASH & INVESTMENTS	15,083.11	116,225.08	106,331.32	24,976.87
15-000-100.101	CASH & INVESTMENTS	0.84	7,337.00	7,337.00	0.84
16-000-100.101	CASH & INVESTMENTS	153,252.78	841,069.18	814,999.45	179,322.51
17-000-100.101	CASH & INVESTMENTS	0.00	0.13	0.13	0.00
18-000-100.101	CASH & INVESTMENTS	1,399.35	335,614.08	313,486.09	23,527.34
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	36,461.62	55,924.74	54,322.42	38,063.94
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	138,538.56	130,000.00	124,132.69	144,405.87
25-000-100.101	CASH & INVESTMENTS	116,593.98	2,000.00	23,883.47	94,710.51
26-000-100.101	CASH & INVESTMENTS	4,000.00	0.00	0.00	4,000.00
27-000-100.101	CASH & INVESTMENTS	74,142.13	272,306.00	77,425.00	269,023.13
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	7,113,184.33	7,113,184.33	0.00
33-000-100.101	CASH & INVESTMENTS	3,029,838.11	15,169.24	1,139,438.08	1,905,569.27
43-000-100.101	CASH & INVESTMENTS	147,868.81	399,414.62	433,601.25	113,682.18
50-000-100.101	CASH & INVESTMENTS	43,826.84	53,258.11	36,983.60	60,101.35
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,269.54	22,183.19	19,251.69	16,201.04
53-000-100.101	CASH & INVESTMENTS	978.42	2,439.75	1,500.00	1,918.17
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		5,714,016.71	18,778,376.75	19,299,690.10	5,192,703.36
Total for 100.101		5,714,016.71	18,778,376.75	19,299,690.10	5,192,703.36
Grand Totals:		5,714,016.71	18,778,376.75	19,299,690.10	5,192,703.36

Osawatomie Police Department
Activity Report

December 2017 OPD Activity Report	Dec	Nov	Change from Nov.	Prior Year	Change from PY
Warrant Arrests	22	21	1	18	4
Other Arrest and /or Charges filed	19	22	(3)		19
Traffic Stops	199	154	45	133	66
Suspicious Activ., Inv. Persons , Ped Checks, Prowlers	179	132	47	104	75
Traffic Accident Calls	14	25	(11)	15	(1)
Assist EMS	48	46	2	55	(7)
Fights , Disturbance , Assaults, Domestic, Harras, Violation of Protection Orders, Trespass	33	30	3	18	15
Sex crimes	3	3	0	0	3
Damage to Prop., Thefts , Burglarys,	24	17	7	39	(15)
Drug Case or Calls	0	4	(4)	3	(3)
Animal calls	26	27	(1)	37	(11)
Child in Need of Care , Runaways, Missing Children	2	4	(2)	3	(1)
Vehicle Lock outs	17	14	3	24	(7)
Escorts, Civil Stand-bys, 911 Misdials, Motor Assist , X-Patrol, Alarm Calls, Welfare Checks	47	47	0	45	2
Citizen Inquires	84	54	30	44	40
Calls for service otherwise not classified	86	62	24	55	31
Assist Out Side Agency , Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow-ups, Found Property, Warrant Attemp, etc..	70	80	(10)	63	7
Calls handled by Officers	854	720	134	656	198
* Totals occurrences for the month	1067	918	149	894	173
Traffic Citations	78	68	10	46	32
Other Citations	8	9	(1)	11	(3)
Total Citations	86	77	9	50	29
* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire calls, and other public assistance.					

CITY OF OSAWATOMIE



MEMORANDUM

To: Mayor and City Council

From: Don Cawby, City Manager

Re: **Projects & Issues Update**

Date: January 11, 2018

Projects

9th Street Substation. Fiber has been installed and they are working on getting the substation connected to the system. We are looking at an option to do it “hot” so that we don’t risk some of the issues we had before with the outage. Especially given the recent weather.

Issues

Assurance District Legislation. The three state assurance districts are working together to fund lobbying efforts during this session to follow and argue against the proposed \$0.10 fee per 1,000 gallons of storage in the district. By our calculations, this would be around a \$175,000 annual hit to our budget, meaning rates would likely have to increase by at least 20% just to cover the additional costs. The cost of the lobbying will be split between all the districts and eventually their members. We expect that to be a thousand dollars or so for the session.

Trash Changes. We have been made aware of some bulk items that didn’t get picked up on the 4th, but for the most part, I think the collection change over went fairly well. Waste Management was back in our office reconciling residential accounts this week, as that seemed to be the biggest issue, but it is one we expected with 1,500 accounts.

Gun Law Changes in Public Buildings. We have posted the no open carry signs before January 1. We believe we got all the appropriate buildings, but we may still realize a few are missing. Because of other issues, we haven’t worked out the procedures for meetings, but we should have something to you very soon.

Upcoming Meetings/Dates

Jan 15	City Offices Closed (MLK Day)
Jan 24	League of Municipalities Local Government Day - Topeka
Jan 25	City Council Meeting
Feb 8	City Council Meeting
Feb 22	City Council Meeting
Apr 20-21	Governing Body Institute (New Officials Training) - Topeka