### OSAWATOMIE CITY COUNCIL AGENDA

### March 12, 2020

6:30 p.m., Memorial Hall

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Invocation
- 5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

- A. March 12th Agenda
- B. Meeting Minutes February 27<sup>th</sup>, 2020
- C. Special Session Minutes February 25<sup>th</sup>, February 27<sup>th</sup>, March 2<sup>nd</sup>, and March 6<sup>th</sup>, 2020
- D. Pay Application Tyler Tech \$9,575.00 Brazos Setup, Software Configuration
- E. Pay Application Hall's Bobcat Service \$9,045.00 Trail
- F. Special Event Permit Alumni
- G. Register Report 2020-02
- 6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.

- 7. Presentations & Proclamations
  - A. PROSEAL Presentation Bill Roseberry, Public Works Director
  - B. OSH Waterline Proposal –Iryna Yeromenko (OSH Assistant Superintendent) and City Staff
- 8. Unfinished Business
- 9. New Business
  - A. Sale of 820 3<sup>rd</sup> St. Ed Beaudry, Building Official
- 10. Council Report
- 11. Mayor's Report
- 12. City Manager & Staff Report
  - A. Monthly Police Dept. Report
- 13. Executive Session
- 14. Other Discussion/Motions
- 15. Adjourn

NEXT REGULAR MEETING - March 26, 2020

Osawatomie, Kansas. **February 27, 2020.** The Council Meeting was held at City Hall. Mayor L. Mark Govea called the meeting to order at 6:30 p.m. Council members present were LaDuex, Dickinson, Macek, Diehm, Hampson, Walmann, Caldwell and Wright. City Staff present at the meeting were: Interim City Manager Mike Smith, City Attorney Richard Wetzler, Building Official Ed Beaudry, Assistant to the City Manager Samantha Moon, City Clerk Tammy Seamands, Chief of Police David Stuteville, Fire Chief Brian Love, Fire Captain Lance Kerr, Fire Lieutenant Aaron Sharp and Golf Course Superintendent Eric Draper. Members of the public were: Robert Happeny, Bryan Minnis, Bob Hamilton, Doug Carder, LJ Kerr, Mike Herriges and Michelle Chester.

### INVOCATION. Mike Herriges, Gardner Evangelical Friends Church

**CONSENT AGENDA.** Approval of the February 27th Agenda; February 13<sup>th</sup> Council Minutes, February 20<sup>th</sup> Special Session Minutes, Pay Application – Tyler Technologies - \$90.00, Register Report 2020-01. **Motion** made by LaDuex, seconded by Dickinson to Approve the Consent Agenda as presented. Yeas: All.

### COMMENTS FROM THE PUBLIC.

Mike Herriges – Pastor at Friends Church in Gardner which is a small Quaker Church. They had use of the parsonage to help the homeless. The Church helped seven families get back on their feet before they had to stop the project due to finances. They are currently looking for their next ministry opportunity.

### PRESENTATIONS & PROCLAMATIONS.

AAA AWARD – Bob Hamilton presented Police Chief David Stuteville the AAA Traffic Safety Award. Osawatomie is one of 38 police departments in Kansas to receive this award. Some of the things the police department has done to receive this award is having a department policy requiring all employees to wear seat belts, participating in SAFE (Seatbelts Are For Everyone), participating in You Drink You Drive You Lose campaign and Click It Or Ticket Enforcement.

OSAWATOMIE GOLF COURSE/GREAT LIFE VETERAN'S VENTURE—Bryan Minnis and Robert Happeny presented the Great Life Veteran's Venture program. This program calls for the construction of three cabins to be built in Osawatomie that would house six interns during their work internship. The cabins (including the ongoing costs to maintain and provide utilities) and the cost of up to 6 months wages for each intern will be provided by the Department of Defense's veterans transition programs and charitable donations. Great Life will provide training in every aspect of the golf and recreation industry along with job placement opportunities and assistance post internship completion. Council asked that Great Life bring this presentation back to the March 12, 2020 meeting with additional details.

PUBLIC HEARINGS. - None.

UNFINISHED BUSINESS.

FIRE DEPARTMENT HVAC BIDS – Brian Love presented the bids for the HVAC bids. **Motion** made by Hampson, seconded by Walmann to approve the purchase of a 2 ton 14 seer heat pump and three 1.5 ton 17 seer ductless mini split condensers from Bradley Heating and Cooling in the amount of \$12,500.80. Yeas: All.

### **NEW BUSINESS.**

RESOLUTION 775 CONDEMNATION HEARING – Ed Beaudry reviewed the six properties that was presented to the council on February 13, 2020. Those properties were 315 Walnut Avenue, 815 Pacific Avenue, 837 Chestnut Avenue, 905 9<sup>th</sup> Street, 905 Chestnut Avenue and 721 Lincoln. **Motion** made by LaDuex, seconded by Hampson to approve Resolution 775 which establishes a condemnation hearing to be set on March 26, 2020 at 6;30 p.m. at Memorial Hall for the properties located at 815 Pacific Avenue, 837 Chestnut Avenue, 905 9<sup>th</sup> Street, 905 Chestnut Avenue and 721 Lincoln with the correction of the resolution number as 775 and the passed and adopted date of February 27, 2020. Yeas: All.

### COUNCIL REPORTS.

Cathy Caldwell ~ met with the Mayor and City Manager to work on People helping People program. They are going to look into bringing back the Kansas Pride Program.

Jeff Walmann ~ the taskforce received a \$50,000 grant from Sunflower Foundation. They are continuing to plan a parking lot and kiosk.

Lawrence Dickinson ~ attended the legislative breakfast and it had a good turnout.

**MAYOR'S REPORT** – Govea passed out a handout with key findings from a group that the Miami County Economic Development Committee is working with for a strategic plan.

### CITY MANAGER & STAFF REPORTS.

Mike Smith – has an agreement with the State Hospital that will be presented at the next council meeting. Also wanted council to pay attention to the legislation regarding the mill levy.

### **EXECUTIVE SESSION.** None

### OTHER DISCUSSION/MOTIONS..

**Motion** made by LaDeux, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:28 p.m.

Osawatomie, Kansas. **February 25, 2020.** The Special Council Meeting was held in the Conference Room at City Hall. Mayor Govea called the meeting to order at 6:10 p.m. Council members present were Dickinson, Diehm, Hampson, LaDuex, Leaver, Macek, Walmann and Wright. City Staff present at the meeting were: Assistant to the City Manager Sam Moon.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Hampson to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 9:00 p.m. to include Sam Moon. Also to include, one at a time, by Skype, selected interviewees. Yeas: All.

The Mayor called the Council back into open session at 9:00 p.m. with no action taken.

**Motion** made by Hampson, seconded by Macek to adjourn. Yeas: All. Mayor Govea declared the meeting adjourned at 9:01 p.m.

Osawatomie, Kansas. **February 27, 2020.** The Special Council Meeting was held in the Conference Room at City Hall. Mayor L. Mark Govea called the meeting to order at 7:33 p.m. Council members present were Dickinson, Diehm, Hampson, LaDuex, Leaver, Macek, Walmann and Wright. City Staff present at the meeting were: Assistant to the City Manager Sam Moon.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Dickinson to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 9:00 p.m. to include Sam Moon. Also to include, one at a time, by Skype, selected interviewees. Yeas: All.

The Mayor called the Council back into open session at 9:00 p.m. with no action taken.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Dickinson to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 9:15 p.m. Yeas: All.

The Mayor called the Council back into open session at 9:15 p.m. with no action taken

**Motion** made by LaDuex, seconded by Hampson to adjourn. Yeas: All. Mayor Govea declared the meeting adjourned at 9:15 p.m.

Osawatomie, Kansas. **March 2, 2020.** The Special Council Meeting was held in the Conference Room at City Hall. Mayor L. Mark Govea called the meeting to order at 5:00 p.m. Council members present were Dickinson, Diehm, LaDuex, Leaver, Macek, Walmann and Wright. Council members absent was Hampson.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Wright to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 5:50 p.m. to include selected interviewee, Yeas: All.

The Mayor called the Council back into open session at 5:50 p.m. with no action taken.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Dickinson to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 6:55 p.m. to include selected interviewee; Yeas: All.

The Mayor called the Council back into open session at 6:55 p.m. with no action taken

**Motion** made by LaDuex, seconded by Wright to adjourn. Yeas: All. Mayor Govea declared the meeting adjourned at 6:55 p.m.

Osawatomie, Kansas. **March 6, 2020.** The Special Council Meeting was held in the Conference Room at City Hall. Mayor L. Mark Govea called the meeting to order at 5:00 p.m. Council members present were Dickinson, Diehm, LaDuex, Leaver, Macek, Walmann and Wright. Council members absent was Hampson.

**EXECUTIVE SESSION.** Motion made by LaDuex, seconded by Dickinson to go into executive session for the purpose of discussing matters relating to non-elected personnel pursuant to K.S.A. 75-439 (b)(1) until 6:00 p.m. to include selected interviewee, Yeas: All.

The Mayor called the Council back into open session at 6:00 p.m. with no action taken.

**Motion** made by Dickinson, seconded by LaDuex to adjourn. Yeas: All. Mayor Govea declared the meeting adjourned at 6:01 p.m.



### Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

### **Invoice**

Invoice No 130-12290

Date 02/26/2020 Page 1 of 1

**Questions:** Tyler Technologies - Public Safety

1-800-772-2260 Press 2, then 5 Phone:

Email: ar@tylertech.com



Bill To: City of Osawatomie P.O. Box 37 Osawatomie, KS 66064 Ship To: City of Osawatomie

P.Ó. Box 37

Osawatomie, KS 66064

Cust NoBillTo-ShipTo	<i>Ord No</i> 2055	<i>PO Number</i>	<b>Currency</b>	<i>Terms</i>	<b>Due Date</b>
44137 - 12423 - 12423		2018-0088	USD	NET45	04/11/2020

7

Date Description Units Rate **Extended Price** 9,000.00 9,000.00

Brazos Setup & Configuration

Brazos Setup & Configuration

RECEIVED

MAR 0 4 2020

\*\*ATTENTION\*\*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

**Subtotal** 

Sales Tax

9,000.00

0.00

**Invoice Total** 

9,000.00



Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556 **Invoice** 

Invoice No 025-288630 **Date** 02/26/2020

**Page** 1 of 1

**Questions:** 

Tyler Technologies - Local Government Phone: 1-800-772-2260 Press 2, then 2

Email: ar@tylertech.com



Bill To: City of Osawatomie

Tammy Seamands

P.O. Box 37

Osawatomie, KS 66064

Ship To: City of Osawatomie

P.Ó. Box 37

Osawatomie, KS 66064

Cust NoBillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44137 - MAIN - 12423	95863	2018-50514-4	USD	NET45	04/11/2020

 Date
 Description
 Units
 Rate
 Extended Price

 Feb 10 2020
 Jarod Huddleston
 OSAWATOMIE, KS 2018-50514-4 - CRM (BP, BL,CE)
 2.75
 100.00
 275.00

 Incode Customer Relationship Management - Production Assistance - Call Center
 Call Center
 100.00
 275.00

MAR 0 4 2020

\*\*ATTENTION\*\*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

275.00

Sales Tax

0.00

Invoice Total



FEB 2 4 2020

Bill To: City of Osawatomie Tammy Seamands P.O. Box 37 Osawatomie, KS 66064

### Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

### **Invoice**

*Invoice No* 025-286777

Date 02/12/2020

**Page** 1 of 1

Questions:

Tyler Technologies - Local Government Phone: 1-800-772-2260 Press 2, then 2

Email: ar@tylertech.com



Ship To: City of Osawatomie

P.Ó. Box 37

Osawatomie, KS 66064

2010-00014-4 00D NE145 00/20/20/20	Cust NoBillTo-ShipTo 44137 - MAIN - 12423	<b>Ord No</b> 95863	<i>PO Number</i> 2018-50514-4	Currency USD	<i>Terms</i> NET45	<i>Due Date</i> 03/28/2020
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 Date	Description	Units	Rate	Extended Price
	Jarod Huddleston OSAWATOMIE, KS 2018-50514-4 - CRM (BP, BL,CE)	1.5	100.00	150.00
Incode Custo	mer Relationship Management - Configuration - Call Center - R			
Feb 5 2020	Jarod Huddleston OSAWATOMIE, KS 2018-50514-4 - CRM (BP, BL,CE)	1.5	100.00	150.00
Incode Custo	mer Relationship Management - Configuration - Call Center - P			

### \*\*ATTENTION\*\*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

300.00

Sales Tax

0.00

**Invoice Total** 

### Hall's Bobcat Service

607 Mulberry Ave. Osawatomie, KS 66064

# **Invoice**

Date	Invoice #
3/9/2020	3676

Division of E & H Properties, Inc.

Bill To	
City of Osawatomie 439 Main Street Osawatomie, Ks 66064	

Excavation - Residential & Commercial Rock Yard - Landscape & Supplies (located 607 Mulberry, Osawatomie)

Office Hours: Mon.-Fri. 8-5 Sat. 8-Noon Office Phone #: 1-913-245-4089

Your Residental or Commercial Contractor!  P.O. No.		O. No.	Terms	Project	
Your Residental or Commercial Contract	tor!			Net 10 days	
Description	Qty		U/M	Rate	Amount
Day77(Grading of ballast of existing trail bed west of new trail)2/11/20					
Bobcat T630		3.8	hr	110.00	418.00
96" Laser Grader		3.8	111	75.00	
Excavation per hour		10.2	hr		
Day 78(Grading trail from 3000-3300)3/4/20					
Bobcat T630		4.8	hr		
96" Laser Grader		3		75.00	
Excavation per hour		7.5	hr	60.00	450.00
Day 79(Grading trail from 3300-4000)3/5/20					
Bobcat T630		7.7	hr	110.00	847.00
Excavation per hour		10.55	hr	60.00	633.00
Day 80(Final grading and Ditching from 3000-4000)3/6/20					
Excavator/8,000 lbs Machine		1.2	hr	110.00	132.00
Bobcat T630		6	hr		
#86 Case 2290 tractor		0.5	hr		
Excavation per hour		2.3	hr		
4" Ditch Liner(per ton)		15.66		21.30	
Gravel Hauling (per ton)		15.66		6.67	104.45T
Day 81(Grading area around detention pond)3/7/20					
Excavator/8,000 lbs Machine		0.3	hr		
#82 Versitile 835 tractor		2	hr		1
Bobcat T630		1.3	hr		1
Excavation per hour		7.9	hr	60.00	474.00
Please make check payable to: Hall's Bobcat Service		Sa	les Tax (0.0%)		
Term: Cash - Accounts not paid within 10 days of the date invoiced are subject to a 1.5% monthly finance charge.			Total		
	hallahahaataa	vioa@or-		yments/Credit	<b>S</b>
	hallsbobcatserv	vicewgm			<i>-</i>
THANK YOU FOR YOUR BUSIN	ESS		В	alance Due	

### Hall's Bobcat Service

607 Mulberry Ave. Osawatomie, KS 66064

## **Invoice**

Date	Invoice #
3/9/2020	3676

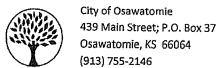
Division of E & H Properties, Inc.

Bill To	
City of Osawatomie 439 Main Street Osawatomie, Ks 66064	

Excavation - Residential & Commercial Rock Yard - Landscape & Supplies (located 607 Mulberry, Osawatomie)

Office Hours: Mon.-Fri. 8-5 Sat. 8-Noon Office Phone #: 1-913-245-4089

Vous Posidontal or Communial Contra	40-1	P.	O. No.	Terms	Project
Your Residental or Commercial Contrac	uor <u>:</u>			Net 10 days	
Description	Qty		U/M	Rate	Amount
Day 82(Ditch and cut 3000-3300 around detention pond)3/8/20 Excavator/8,000 lbs Machine #82 Versitile 835 tractor Bobcat T630 #86 Case 2290 tractor Excavation per hour  Engineering fees for water shed plan(Baldridge)		4.9 1.5 3 3 1.5	hr hr hr hr	110.00 110.00 110.00	165.00 330.00 330.00 90.00
Please make check payable to: Hall's Bobca	nt Service		Sa	les Tax (0.0%)	\$0.00
Term: Cash - Accounts not paid within 10 days of the date invoiced are subject	to a 1.5% monthly fina	nce charge.	-	tal	\$9,045.01
email:	hallsbobcatser	vice@gm		yments/Credits	\$0.00
THANK YOU FOR YOUR BUSIN	IESS		B	alance Due	\$9,045.01



# SPECIAL EVENTS PERMIT APPLICATION

Department	Use Only
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Date Filed: 03-04-20 **Event Deposit** Date Paid: NAME OF APPLICANT AND/OR ORGANIZATION: \$50 Permit Fee Osawatomie Alumni Association Date Paid: 2. CONTACT PHONE # AND EMAIL (OPTIONAL): \$25 State Permit Diana Neal Date Paid: \_\_\_\_ 3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: Alumni Street Dance, 4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: 5. ADDRESS/LOCATION OF SPECIAL EVENT: Osawatomie Alumni Association Main Street - 500 9 600 block P.O. BOX 421 Osawodomie, KS 66064 6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN: Set up - Copm to 9pm Dance - 9pm to midnight Teardown - midnight to sam 7. ENTRY TO EVENT: FEE YES NO \_\_\_ | 8. STREET CLOSURE: YES X NO \_\_\_ 9. # OF EXPECTED IF YES, TIME OF CLOSURE REQUIRED: ATTENDINGS: PUBLIC \* OR PRIVATE \_\_\_\_ 100m - 20m 350 - 550 10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES \* NO WILL CMB BE SOLD AT THE EVENT? YES \_\_\_\_ NO \*\* WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES NO 🖟 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED 11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES \* IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: \$\int 1\) (\$\int 0\), (\$\ Western world Insurance Co. - Shelter Insurance - Gordon Schrodor STATEMENT OF APPLICANT I HAVE REVIEWED THIS APPLICTION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. LAGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT. SIGNATURE PERMIT APPLICATION: APPROVED \_\_\_\_\_ DENIED DECISION BY: \_\_\_\_ DATE OF DECISION: \_\_\_\_ COMMENTS:

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 1 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT 786.32 GENERAL OPERATING CITY OF OSAWATOMIE FLEX SPENDING CARDS NON-DEPARTMENTAL FLEX SPENDING CARDS 786.32 KANSAS DEPT OF REVENUE KANSAS WITHHOLDING 5.88 2,275.11 KS WITHHOLDINGS GUARDIAN INSURANCE PAYABLE 161.24 INSURANCE PAYABLE CRITICAL ILL INS PAYABLE 133.75 CRITICAL ILL INS PAYABLE 131.59 DISABILITY INSURANCE DISABILITY INSURANCE 85.43 DENTAL INSURANCE 304.07 DENTAL INSURANCE 207.09 EMPLOYEE LIFE INSURANCE EMPLOYEE LIFE INSURANCE VISION INSURANCE 60.09 VISION INSURANCE 61.70 MEDICAL INSURANCE 843.01 HUMANA INSURANCE CO. MEDICAL INSURANCE
MEDICAL INSURANCE 1,568.01 MEDICAL INSURANCE 1,572.23 MEDICAL INSURANCE
MEDICAL INSURANCE 1,461.05 1,551.64 KANSAS PAYMENT CENTER CHILD SUPPORT 314 38 CHILD SUPPORT 399.35 CHILD SUPPORT CHILD SUPPORT 399.35 MISSISSIPPI DEPARTMENT OF HUMAN SERVIC CHILD SUPPORT 66.76 CHILD SUPPORT

CHILD SUPPORT

KPERS 2

KPERS 66.76 KPERS 1,158.11 KPERS 2,607.64 KPERS LIFE INSURANCE VANTAGEPOINT TRANSFER 365.67 ICMA ICMA 330.00 FEDERAL WITHHOLDINGS EFTPS 5,182.13 SOCIAL SECURITY WITHHOLDIN 3,968.15 MEDICARE WITHHOLINGS 928.05 29,889.29 TOTAL: FIRE ESTINGUISHER INSPECTI 219.05 ADMINISTRATION GENERAL OPERATING CINTAS FIRE PROTECTION CITY OF OSAWATOMIE CITY ELECTRIC BILLS 606.64 LOTL - FIREWORKS
LOTL FIREWORKS AERIAL FX INC 4,639.27 1,047.64 FIRST PLACE TROPHIES LARRY E. HOOVE NAME PLATE 15.00 KANSAS GAS SERVICE GAS SERVICE GAS SERVICE 1,713.35 356.70 UTILITY SERVICES 1,519.98 UTILITY SERVICES 337.24 MAYORS CONFERENCE
2020 MEMBERSHIP DUES
REKEY AUDITORIUM LEAGUE OF KS MUNICIPALITIES 175.00 KANSAS MAYORS ASSOCIATION 50.00 239.95 WYCOFF'S LOCKSMITHING BOILER STEAM PIPE NIPPLE OIL PATCH PUMP & SUPPLY INC WITE-OUT, KLEENEX, ENVELOP QUILL CORPORATION 48.49 WITE-OUT, KLEENEX, ENVELOP 28.00

MISCELLANEOUS BILL JUSTESEN

SHEET PROT, BOXES, FASTNER

BILL JUSTESEN: MILEAGE

COFFEE, PENCILS, BINDERS

61 41

79.84

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 2 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT ACE PEST CONTROL LLC GARY COOPER PEST CONTROLL TREATMENT 135.00 NPG NEWSPAPERS INC QTRLY TREASURES REPORT 76.40 180.00 LIFESTYLES ADS MEMORIAL HALL CUSTODIAN 375.00 275.00 MEMORIAL HALL CUSTODIAN RESEARCH SOUTH EASEMENT TALLEY, DEBBIE SECURITY 1ST TITLE LLC WEX BANK FUEL WASTE MANAGEMENT REFUSE SERVICE QUICK LINK, BOLT SNAP 16.67 PALACE HARDWARE BOX COVERS - GYM STAGE
AIR FILTERS 2.38 15.50 AIR FILTERS MCTVLIVE LLC HGTV HOMETOWN TAKEOVER 650.00 KWIKOM COMMUNICATIONS INTERNET/PHONE 7.48 1,533.19 1,533.19 INTERNET/PHONE INTERNET/PHONE
INTERNET / PHONE
22 IN EXACTFITBLADE
ICMA KASPER AUTO PARTS 8.99 VANTAGEPOINT TRANSFER 18.75 ICMA 18.75 PHONE SERVICE - LONG DISTA CENTURYLINK PHONE SERVICES CENTURYLINK 50.40 PHONE INTERNET SERVICE 51.23 COPIES LEASE RICOH USA, INC. COPIES 57.79 COPIER LEASE 128.31
SHREDDING SERVICE 30.00
CITY ATTORNEY 2,184.94
UTILITY BILL 18.14
WATER TREATMENT PAIL 174.75
2/01/2020 - 2/29/2020 29,561.90\_
TOTAL: 48,339.18 RICOH USA, INC. REDISHRED KANSAS INC. WETZLER, RICHARD S CE WATER MANAGEMENT, INC \*\*PAYROLL EXPENSES FIRE ESTINGUISHER INSPECTI 219.05 CODES ENFORCEMENT GENERAL OPERATING CINTAS FIRE PROTECTION FAMILY CENTER FARM & HOME JEANS - METER READER STRAY CAT POUND
02-17-20 OFFIT DOG OSAWATOMIE PET CLINIC 46 34 82.00 RURAL WATER DIST. #1 WATER 17.24 

 WATER
 32.81

 CAR WASH TOKENS
 36.00

 TRASH BAGS FOR POUND
 322.99

 COFFEE, PENCILS, BINDERS
 7.18

 TRI-COUNTY ICE CO INC ZEP SALES & SERVICE COFFEE, PENCILS, BINDERO
ROYCE'S GLASS:WINDOW REPLA
PEST CONTROLL TREATMENT QUILL CORPORATION MISCELLANEOUS ROYCE'S GLASS 60.00 ACE PEST CONTROL LLC GARY COOPER TITLE REPORT - 315 WALNUT 225.00 SECURITY 1ST TITLE LLC TITLE REPORT - 721 LINCOLN 225.00 TITLE REPORT 841 CHESTNUT 225.00 225.00 TITLE REPORT - 815 PACIFIC
TITLE REPORT - 837 CHESTNU 225.00 WEX BANK 116.50 FUEL INTERNET/CELLPHONES
CLOTHING RETURN VERIZON WIRELESS 167.48 ANIXTER INC 77.85-CLOTHING 77.85 CLOTHING
LEATHER GLOVES
7' DISCHARGE HOSE
INTERNET/PHONE
INTERNET / PHONE PALACE HARDWARE 12.99 CORE & MAIN LP KWIKOM COMMUNICATIONS 53.80 53.80 AIR CONDITIONING PARTS KASPER AUTO PARTS 32 53

VANTAGEPOINT TRANSFER

BLOWER MOTOR RESISTOR

ICMA

36.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			ICMA	32.50
		EVERGY	UTILITY BILL	556.18
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020	
			TOTAL:	13,161.28
POLICE	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY ELECTRIC BILLS	1,028.59
		KANSAS GAS SERVICE	GAS SERVICE	68.68
			UTILITY SERVICES	53.45
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	40.00
		SUDDENLINK COMMUNICATIONS	INTERNET/PHONE	19.86
		AUTEN PHARMACY	LATE CHARGE	1.66
		QUILL CORPORATION	WITE-OUT, KLEENEX, ENVELOP	21.19
			CANNON 137 TONER	147.98
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROLL TREATMENT	80.00
		WEX BANK	FUEL	1,605.29
		VERIZON WIRELESS	INTERNET/CELLPHONES	473.61
		OPTIV SECURITY INC	DISPATCH TOKENS	101.68
		WASTE MANAGEMENT	POLICE REFUSE	19.71
		MIDWEST COLLISION II	2017 FORD INTERCEPTOR REPA	12,540.96
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	374.65
			INTERNET / PHONE	374.65
		KASPER AUTO PARTS	BRAKE HOSE	60.57
		VANTAGEPOINT TRANSFER	ICMA	31.25
			ICMA	31.25
		CENTURYLINK	PHONE SERVICE - LONG DISTA	16.23
		CENTURYLINK	PHONE SERVICES	66.24
			PHONE INTERNET SERVICE	66.44
		RICOH USA, INC.	COPIES	7.18
			COPIES	5.74
		RICOH USA, INC.	COPIER LEASE	214.43
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.00
		DALES BODY SHOP PAOLA	19 DODGE DURANGO REPAIRS	17,024.48
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020	63,604.49_
			TOTAL:	98,110.26
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	CITY ELECTRIC BILLS	308.00
		KANSAS GAS SERVICE	GAS SERVICE	304.70
			UTILITY SERVICES	312.82
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROLL TREATMENT	45.00
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	158.56
			INTERNET / PHONE	158.56
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020	2,244.80_
			TOTAL:	3,532.44
STREETS & ALLEYS	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY	141.06
		CINTAS FIRE PROTECTION	FIRE ESTINGUISHER INSPECTI	219.05
		CITY OF OSAWATOMIE	CITY ELECTRIC BILLS	42.58
			CITY ELECTRIC BILLS	228.53
			CITY ELECTRIC BILLS	1.40
			CITY ELECTRIC BILLS	566.90
		COLEMAN EQUIPMENT INC.	HYDRAULIC HOSES	177.20
		KC BOBCAT	14 PIN HARNESS	77.58
		FAMILY CENTER FARM & HOME	DRILL BITS	41.51
			BINDER GR70 - BROOM 24"	78.44
		KNAPHEIDE TRUCK EQUIP. CO KANSAS GAS SERVICE	BINDER GR70 - BROOM 24" SAM SHOE ASSY HD GAS SERVICE	78.44 174.24 371.79

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 4 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT UTILITY SERVICES 338.65 PRIME TREATED 2 X 4
TOP BEAN WELDMENT MIAMI LUMBER INC. 27.42 AMERICAN EQUIPMENT CO. 694.92 RELAY - 12V 96.97 PLOW SHOE ASSY, CAST IRON 165.68 CAR WASH TOKENS TRI-COUNTY ICE CO INC 73.00 CORD PART GLASSES NEMESIS WESTFALL GMC TRUCK INC 310.68 GLASSES NEMESIS

NU CHAIN - 2 CASES

FUEL

REFUSE SERVICE

KEY PRAXAIR DISTRIBUTION INC 75.39 PUD LLC 768.84 WEX BANK 624.23 WASTE MANAGEMENT 1.99 PALACE HARDWARE KEY 5.97 INTERNET/PHONE
INTERNET / PHONE 85.17 KWIKOM COMMUNICATIONS 85.17 INTERNET / PHONE
SERVICE CHARGE - LATE FEE KASPER AUTO PARTS 3.94 VALVE SPRING INSERT 40.00 SOLENOID 38.75 CREDIT 7.85-BUTT CONNECT
WIPER AR, BUSHING 101.00 10.19 U BOLT U BOLT
TURN SIGNAL FLASHER
FLASHER ELECTRONIC 16.82 HOSE FITTING 50.72 HOSE FITTINGS, FILTER, HOSE FITTINGS, FILTER,
PIGTAIL, SOCKET, THERMOST 234.50 186.61-ALTERNATOR 182.26 2/01/2020 - 2/29/2020 8,844.69\_ TOTAL: 14,895.37 \*\*PAYROLL EXPENSES PARKS & CEMETERIES GENERAL OPERATING CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI 219.05 CITY ELECTRIC BILLS CITY OF OSAWATOMIE 42.58 CITY ELECTRIC BILLS
CITY ELECTRIC BILLS
CITY ELECTRIC BILLS
GRAVE OPENNINGS
KIT TPMS SEN - F250
16.92 KANSAS CITY WILBERT SI FUNERAL SERVIC LOUISBURG FORD SALES INC. RURAL WATER DIST. #1 WATER VIKING INDUSTRIAL SUPPLY TOILET TISSUE, HAND TOWELS 243.75 TRI-COUNTY ICE CO INC CAR WASH TOKENS 91.60 SNOW BLADE, ANITIFREEZ, PE SNOW BLADE, ANITIFREEZ, PE CHAMPION BRANDS LLC 83.52 SNOW BLADE, ANITIFREEZ, PE 24.04 SNOW BLADE, ANITIFREEZ, PE OIL FILTERS, STEMS, COUPLERS 168.72 BOWES AUTOMOTIVE PRODUCTS 106.30 WEX BANK FUEL 441.81 WASTE MANAGEMENT REFUSE SERVICE 69.68 CEMETERY REFUSE 105.00 INTERNET/PHONE KWIKOM COMMUNICATIONS INTERNET / PHONE 85.17 KASPER AUTO PARTS FUSES EXACTFIT BLADE 71.92 SPARK PLUG 16.00 WIRELEAD - PRIMARY WIRE 26.78

EVERGY

BULB

UTILITY BILL

8.90

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE . DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT 2/01/2020 - 2/29/2020 13,897.33\_ \*\*PAYROLL EXPENSES TOTAL: 18,112.39 GENERAL OPERATING CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI 219.05 476.95 FIRE CITY ELECTRIC BILLS CITY OF OSAWATOMIE CITY OF OSAWATOMIL FAMILY CENTER FARM & HOME ELBOWS CASTER, NUTS, BOLTS, MISC CASTER, NUTS, BOLTS, MISC DRILL BIT, SWIVEL PLATE, N 56.07 73.37 475.34 KANSAS GAS SERVICE UTILITY SERVICES 439.90 Service air compress 1,200.00
PERMANENT MARKERS 39.82 FELD FIRE QUILL CORPORATION MISCELLANEOUS MIKE KRIESEL MIKE KRIESEL: TUITION REIM
ACE PEST CONTROL LLC GARY COOPER PEST CONTROLL TREATMENT 730.00 62.50 WEX BANK FUEL 194.66 GOOGLE MAPS - SUBSCRIPTION EMERGENCY REPORTING 411.60 WASTE MANAGEMENT REFUSE SERVICE 373.71 KWIKOM COMMUNICATIONS INTERNET/PHONE INTERNET / PHONE 148.56 VANTAGEPOINT TRANSFER ICMA 12.69 ICMA 12.69 10'6" CORNES HIRIB 80.00 2/01/2020 - 2/29/2020 4,025.00\_ TOTAL: 9,169.66 WESTERN METAL COMPANY \*\*PAYROLL EXPENSES SHEET PROT, BOXES, FASTNER MUNICIPAL COURT GENERAL OPERATING QUILL CORPORATION KIT RAIL LAT FILE FRONT 21.59 BROTHER TN450 ATTORNEY FEES 190.47 1,450.00 NICHOLSON DASENBROCK & HARTLEY LC ATTORNET FEES
INMATE REPRICING
MUNICIPAL COURT WELLPATH LLC LAW OFFICE OF SHEILA M.SCHULTZ 2,060.00 COPIES RICOH USA, INC. 132.12 COPIES VALENTINE, ROBIN L MUNICIPAL SERVICES
CITY PROSECUTOR 1,270.84 WETZLER, RICHARD S 1,858.66 2/01/2020 - 2/29/2020 \*\*PAYROLL EXPENSES 2,832.83 9,973.58 TOTAL: LEVEES & STORMWATER GENERAL OPERATING CITY OF OSAWATOMIE CITY ELECTRIC BILLS 7.50 TOTAL: 7.50 GENERAL OPERATING CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI 219.05 LIBRARY CINTAS FIRE PROTECTION
C & G MERCHANTS SUPPLY TOILET TISSUE & TOWELS CITY OF OSAWATOMIE CITY ELECTRIC BILLS 341.93 215.51 KANSAS GAS SERVICE GAS SERVICE UTILITY SERVICES 207.08 SUBSCRIPTION BAKER & TAYLOR 231.43 CONSUMER REPORTS 30.00 ACE PEST CONTROL LLC GARY COOPER PEST CONTROLL TREATMENT 45.00
SCHINDLER ELEVATOR CORPORATION ELEVATOR ANNUAL INSPECTION 1,382.40 REFUSE SERVICE DIGITAL MEDIA WASTE MANAGEMENT MIDWEST TAPE INTERNET / PHONE
INTERNET / PHONE
PHONE SERVICES
PHONE KWIKOM COMMUNICATIONS INTERNET/PHONE 257.63 257.63 CENTURYLINK 48 62 PHONE INTERNET SERVICE 48.82

RICOH USA, INC.

COPIES

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 6 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT COPIES 73.47 RICOH USA, INC. COPIER LEASE 96.87 CLEANING SERVICE - LIBRARY ROMERO, ALIVIA CLEANING SERVICE
LIBRARY CLEANING 60.00
2/01/2020 - 2/29/2020 10,144.48\_
TOTAL: 13,975.64 60.00 \*\*PAYROLL EXPENSES 223.43 NON-DEPARTMENTAL WATER KANSAS DEPT OF REVENUE KS WITHHOLDINGS INSURANCE PAYABLE
INSURANCE PAYABLE GUARDIAN 24.48 22.27 CRITICAL ILL INS PAYABLE CRITICAL ILL INS PAYABLE 16.98 DISABILITY INSURANCE DISABILITY INSURANCE 15.85 8.14 DENTAL INSURANCE DENTAL INSURANCE 33.81 32.28 EMPLOYEE LIFE INSURANCE EMPLOYEE LIFE INSURANCE 27.65 VISION INSURANCE 6.94 VISION INSURANCE 6.67 MEDICAL INSURANCE
MEDICAL INSURANCE
MEDICAL INSURANCE
MEDICAL INSURANCE HUMANA INSURANCE CO. 69.02 211.58 205.25 MEDICAL INSURANCE 210.63 MEDICAL INSURANCE 208.94 KANSAS PAYMENT CENTER CHILD SUPPORT 24.97 CHILD SUPPORT 35.62 CHILD SUPPORT
CHILD SUPPORT
KPERS 2 59.77 59 77 KPERS 269.32 KPERS FEDERAL WITHHOLDINGS 477.51 EFTPS SOCIAL SECURITY WITHHOLDIN 386.12 SOCIAL SECURIT ....
MEDICARE WITHHOLINGS 90.30 3,065.10 TOTAL: REFUSE SERVICE WATER ADMINISTRATION WATER WASTE MANAGEMENT 69.68 TOTAL: 69.68 CITY ELECTRIC BILLS
CITY ELECTRIC BILLS WATER TREATMENT WATER CITY OF OSAWATOMIE 7,493.51 FAMILY CENTER FARM & HOME FLOODLIGHT & COUPLING 23.57 CAR WASH TOKENS TRI-COUNTY ICE CO INC 45 00 MOP HEAD, BUFF, & FLOOR ST 285.70 ZEP SALES & SERVICE WASTEBASKET & HEAT BULB PAOLA DO IT BEST HARDWARE 65.75 POLY FILM BULB TRAY LINER

USA BLUE BOOK

HAWKINS INC

PACE ANALYTICAL SERVICES INC

ADVANCED ENVIRONMENTAL

HACH FREE CHLORINE SWIF TE

ANALYTICAL SERVICES

4-S-300 STENNER PUMP

PUMP TUBE, AZONE

AZONE 15

AQUA HAWK457

AQUA HAWK

ASBESTOS INSPECTION

199.19

1,130.00

1,137.75

3,039.50

1,012.00 889.06

350.00

65.00

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 7 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT\_

	2 0112	VENDOR MAIL	520011111011	
		VERIZON WIRELESS	INTERNET/CELLPHONES	43.73
		WASTE MANAGEMENT	REFUSE SERVICE	35.49
		PALACE HARDWARE	BLUE TAPE, CLAMP, GLOSS	59.71
			BLUE TAPE, ROLLER COVER, G	25.33
			14TX6 5PK BLADE	13.99
			BLADES	14.37
			14TX6 BI-MTL BLADE	7.98
			BATTERIES, ROLLER COVER	54.87
			TAMPICO BRUSH & TIP HANDLE	
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	91.01
			INTERNET / PHONE	91.01
		KASPER AUTO PARTS	OIL FILTER	14.78
			OIL FILTER	33.84 43.85
			THERMOSTATE  RADIATOR HOSE	18.19
		KPERS	KPERS 2	157.92
		NE ENG	KPERS 2	101.11
		EFTPS	SOCIAL SECURITY WITHHOLDIN	
		E1110	MEDICARE WITHHOLINGS	33.06
Ì		ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	757.00
		INVIDITIONS SERVICES INC	ANALYTICAL SERVCIES	567.00
			ANALYTICAL SERVCIES	472.00
		**PAYROLL EXPENSES		5,110.26_
			TOTAL:	24,390.80
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	CITY ELECTRIC BILLS	42.58
			CITY ELECTRIC BILLS	48.83
		O'REILLY AUTO PARTS	HEX NUT	4.29
		OLATHE WINWATER WORKS	GAUGE LIQUID & FLANGE GASK	24.25
		FAMILY CENTER FARM & HOME	MARKING FLAGS	5.97
			GLOVES	42.98
			HEAT GUN, TORCH KIT	60.94
			BLADE SAWZALL PUNCH PIN	46.98
		OIL PATCH PUMP & SUPPLY INC	BRASS BUSHING	17.13
		KANSAS ONE CALL SYSTEM INC	LOCATES	13.60
		PRAXAIR DISTRIBUTION INC	GLASSES NEMESIS	75.39
		WEX BANK	FUEL	239.39
		CORE & MAIN LP	CLAMPS	1,250.75
			DRIVE SEC SOCKET 1/4'' 3/4 ' NO LEAD CPLG PH CTS	22.06 244.68
			1/4 DRIVE SEC SOCKET	110.30
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	32.63
		NWIROF COMMUNICATIONS	INTERNET / PHONE	32.63
		KPERS	KPERS 2	221.09
		NE ENG	KPERS 2	330.26
		EFTPS	SOCIAL SECURITY WITHHOLDIN	
		22.120	MEDICARE WITHHOLINGS	57.27
		LLOYD HAROLD	PARTS & SERVICE CALL	375.00
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020	8,197.28
		022 22020	TOTAL:	11,741.07
NON-DEPARTMENTAL	ELECTRIC	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	20.83
			FLEX SPENDING CARDS	20.83
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	424.86
		MISCELLANEOUS RUSSELL, VIRGINIA	01-053600-13	33.95
		BORTH, MEAGAN	01-067500-16	123.44
i				

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT WADDLE, ELI 01-163600-22 149.32 MOEN, CHRISTY 01-180200-21 3.21 SHANNON, SHEENA 01-195600-36 116.36 HUTCHINSON, BARBARA 01-042500-22 774.02 BERRY, BRITTANY 01-067100-28 93.00 GUARDIAN INSURANCE PAYABLE 65.78 INSURANCE PAYABLE 63.53 CRITICAL ILL INS PAYABLE 6.37 CRITICAL ILL INS PAYABLE 6.37 DENTAL INSURANCE 64.31 DENTAL INSURANCE 62.99 EMPLOYEE LIFE INSURANCE 18.79 EMPLOYEE LIFE INSURANCE 18.79 VISION INSURANCE 13.93 VISION INSURANCE 13.64 HUMANA INSURANCE CO. MEDICAL INSURANCE 635.98 MEDICAL INSURANCE 616.85 MEDICAL INSURANCE MEDICAL INSURANCE 71.99 MEDICAL INSURANCE 76.04 MEDICAL INSURANCE 76 04 CHILD SUPPORT KANSAS PAYMENT CENTER CHILD SUPPORT 59.77 KPERS 2 KPERS 259.28 KPERS 490.64 KPERS LIFE INSURANCE 10.16 VANTAGEPOINT TRANSFER ICMA 144.33 ICMA 180.00 EFTPS FEDERAL WITHHOLDINGS SOCIAL SECURITY WITHHOLDIN 620.37 MEDICARE WITHHOLINGS 145.10 KANSAS DEPT FOR CHILDREN & FAMILY SERV 1,448.00 LIEAP RETURN TOTAL: 7,863.31 ELECTRIC ADMINISTRATIO ELECTRIC KANSAS DEPT OF REVENUE COMPENSATING TAX 514.86 SALES TAX 3,333.45 SALES TAX 2,164.29 SALES TAX 4,690.43 SALES TAX 1,054.85 PREPAID SALES TAX 1,532.59 ENERGY CONSULTING AGREEMEN PRIORITY POWER 1,480.00 TOTAL: 14,770.47 ELECTRIC PRODUCTION ELECTRIC CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI 219 05 KMEA EMP1 - ENERGY MANAGEMENT 19,821.08 EMP1 - ENERGY MANAGEMENT 27,872.09

KANSAS GAS SERVICE

CHAMPION BRANDS LLC

ТЗТА

CENTURYLINK

GRDA POWER SUPPLY PROJECT

SNOW BLADE, ANITIFREEZ, PE

SPA HYDRO PROJECT

UTILITY SERVICES

UTILITY SERVICES

GAS SERVICE

GAS SERVICE

RTII'S

RTU'S

WAPA HYDRO POWER SUPPLY

62,948.73

2,886.62 7,145.34

3,007.87

2,682.90

52.51

45.57

222.67

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT 30.51 QUILL CORPORATION COFFEE, PENCILS, BINDERS FOLEY INDUSTRIES TEST FUEL SYSTEM INJECTOR 171.90 WEX BANK FUEL 79.49 REFUSE SERVICE REFUSE SERVICE WASTE MANAGEMENT 69.68 INTERNET/PHONE 35 49 KWIKOM COMMUNICATIONS 91.01 INTERNET / PHONE
KPERS 2 91 01 KPERS 157.95 KPERS SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLINGS 141.33 EFTPS UTILITY BILL UTILITY BILL

UTILITY BILL

Replace cables at sub
2/01/2020 - 2/29/2020
TOTAL: 141,565.48 EVERGY 25.05 MID-STATES ENERGY WORKS, INC. \*\*PAYROLL EXPENSES ELECTRIC DISTRIBUTION ELECTRIC CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI CITY ELECTRIC BILLS CITY OF OSAWATOMIE 211.39 CITY ELECTRIC BILLS FAMILY CENTER FARM & HOME BREAKER, OUTLET, LUG CENTE 48 56 CHAINSAW & SUPPLIES
PAINT DARK GRAY SPRAY 480.94 18.45 DARK GRAY SPRAY PARTS, TRACTOR, SMALL ENGI 47.53 101.55

BOX PVC, CARBIDE, ELBOW, C
BOX RND JUNC PVC 1/2 INCH 27.96 ZEP SALES & SERVICE ZEP 2000 LUBRICANT 145 99 JOHN DEERE FINANCIAL 316553-225086 2018 JOHN DE 725.00 316553-223000 2313 1 SHOTGUN STICK 329.80 Replace Fiberglass 3,826.40 LABOR, SVC TRAVEL SUPPLIES 414.00 ALTEC INDUSTRIES INC LABOR, SERVICE, SUPPLIES
LABOR, SERVICE, SUPPLIES 33.00 236.20 2,072.50 CONSOLIDATED FLEET SERV. INC. Anual Truck Inspection KANSAS ONE CALL SYSTEM INC LOCATES 13.60 SATCO S39393 LED CITY ELECTRICAL SUPPLY COMPANY 495.00 CABE TIE, DRAWERS RACK
SCISSOR LIFT RENTAL APPLIED MAINTENANCE SUPPLIES 212.27 527.12 UNITED RENTALS (NORTH AMERICA) JEO CONSULTING GROUP INC NET METERING TASK 254.67 WEX BANK FUET. 6M3-6 CLUSTER 6" SPACING ANIXTER INC 227.80 INSU 15KV POLY ANSI NECK 165.24 !5 kv underground wire 5,617.50 15KV POLY - NEMA BRAKET 997.65 CONDUIT RNC PVC 260.00 KWIKOM COMMUNICATIONS INTERNET/PHONE 32.63 INTERNET / PHONE
350 SCREW ON CONN 32.63 BORDER STATES INDUSTRIES 186.00 152.70 RMB-1S ICE-MASTERS ICE MACHINE REPAIR 200.00 RUBBERWIRING GROMMETS KASPER AUTO PARTS 20.36 KPERS 2 KPERS 257.34 KPERS 684 73 VANTAGEPOINT TRANSFER TCMA 36.08 ICMA 45.00

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 10 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT SOCIAL SECURITY WITHHOLDIN EFTPS 479.04 MEDICARE WITHHOLINGS 112.04 \*\*PAYROLL EXPENSES 2/01/2020 - 2/29/2020 16,892.92 TOTAL: 37,543.16 KANSAS DEPT OF REVENUE KS WITHHOLDINGS NON-DEPARTMENTAL SEWER GUARDIAN INSURANCE PAYABLE 26.05 INSURANCE PAYABLE 24.35 CRITICAL ILL INS PAYABLE CRITICAL ILL INS PAYABLE 4.01 DISABILITY INSURANCE 6.20 DISABILITY INSURANCE 2.67 DENTAL INSURANCE 15.74 15.20 DENTAL INSURANCE EMPLOYEE LIFE INSURANCE 6.38 EMPLOYEE LIFE INSURANCE 6.45 VISION INSURANCE 3.40 VISION INSURANCE MEDICAL INSURANCE HUMANA INSURANCE CO. 159.27 MEDICAL INSURANCE 142.35 MEDICAL INSURANCE 41.56 MEDICAL INSURANCE
MEDICAL INSURANCE
MEDICAL INSURANCE 49 12 57.75 KANSAS PAYMENT CENTER CHILD SUPPORT 9.57 CHILD SUPPORT 12.13 KPERS KPERS 2 49.68 181.79 KPERS FEDERAL WITHHOLDINGS EFTPS SOCIAL SECURITY WITHHOLDIN 217.70 MEDICARE WITHHOLINGS 50.92 TOTAL: 1,599.35 LOAN AGREEMENT PROJ # C20 28,814.12 LOAN AGREEMENT PROJ # C20 14,756.03 LOAN AGREEMENT PROJ # C20 1,429.85 SEWER ADMINISTRATION SEWER KANSAS DEPT OF HEALTH & ENVIRO KANSAS ONE CALL SYSTEM INC LOCATES 13 60 KWIKOM COMMUNICATIONS INTERNET/PHONE 143.56 INTERNET / PHONE 143.56 KPERS KPERS 2 KPERS 291.13 SOCIAL SECURITY WITHHOLDIN EFTPS 217.69 MEDICARE WITHHOLINGS 50.89 2/01/2020 - 2/29/2020 \*\*PAYROLL EXPENSES 7,847.99 TOTAL: 53,787.99 CINTAS FIRE PROTECTION FIRE ESTINGUISHER INSPECTI WWTP OPERATIONS SEWER 219.05 CITY ELECTRIC BILLS CITY OF OSAWATOMIE 1,111.47 UTILITY BILLS 380.00 ANALYTICAL SERVICES PACE ANALYTICAL SERVICES INC WEX BANK FUEL 217.20 SLUDGE HAUL OFF WASTE MANAGEMENT 1,500.18 SLUDGE HAUL OFF REFUSE SERVICE 1,343.80

PALACE HARDWARE

70.98

35.28

2,085.70

SLUDGE HAUL OFF

HOSE & HOSE NOZZLE

03-09-2020 03:56 PM COUNCIL REPORT 2020-02 PAGE: 11 DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT 7,960.12 TOTAL: 42.58 SEWER COLLECTION SEWER CITY OF OSAWATOMIE CITY ELECTRIC BILLS CITY ELECTRIC BILLS
CITY ELECTRIC BILLS
MARKING FLAGS 48 83 262.24 FAMILY CENTER FARM & HOME 97.20 GERKEN RENT-ALL INC AUGER PLUMBING 0 3/4 CABLE PALACE HARDWARE LIQUID FIRE LLOYD HAROLD PARTS TOTAL: PARTS FOR 8TH ST LIFT 150.00 LIQUOR DRINK TAX LIB FUNDR LIBRARY FUNDRAISER SALES T LIBRARY LIBRARY KANSAS DEPT OF REVENUE 44.86 16.93 FIRE RURAL FIRE \*\*PAYROLL EXPENSES 2/01/2020 - 2/29/2020 1,728.35\_ TOTAL: 1,790.14 STREET AND ALLEYS STREET IMPROVEMENT KILLOUGH CONSTRUCTION INC COLD MIX TRUCKING 569.16 R & J TRUCKING AB-3 MID-STATES MATERIALS LLC 749.39 TOTAL: 2,245.70 TOURISM KANSAS GAS SERVICE GAS SERVICE CABIN 168.26 UTILITY SERVICES HP950XL - INK QUILL CORPORATION HP950XL - INA MUSEUM ADVERTISEMENTS 259.68 OTTAWA HERALD THE WINGERT SIGN COMPANY LLC BILLBOARD RENTAL 500.00 TOTAL: 1,187.78 PUBLIC SAFETY EQUI MIAMI LUMBER INC. BUILD OUT OF FIRE STATION 1,350.00 FIRE FLEX SPENDING CARDS
FLEX SPENDING CARDS
KS WITHHOLDINGS
INSURANCE PAYABLE
INSURANCE PAYABLE GOLF COURSE NON-DEPARTMENTAL CITY OF OSAWATOMIE 39.00 39.00 104.22 KANSAS DEPT OF REVENUE GUARDIAN 7 25 CRITICAL ILL INS PAYABLE 57.32 CRITICAL ILL INS PAYABLE 57.32 DISABILITY INSURANCE
DISABILITY INSURANCE DENTAL INSURANCE 25.48 DENTAL INSURANCE 25.48 EMPLOYEE LIFE INSURANCE EMPLOYEE LIFE INSURANCE 31 07 VISION INSURANCE 3.67 VISION INSURANCE 3.67 MEDICAL INSURANCE MEDICAL INSURANCE HUMANA INSURANCE CO. 217.02 217.02 KPERS KPERS 2 KPERS

EFTPS

FEDERAL WITHHOLDINGS

MEDICARE WITHHOLINGS

FEDERAL WITHHOLDINGS
SOCIAL SECURITY WITHHOLDIN

TOTAL:

150.99

169.97

1,362.96

03-09-2020 03:56 PM		C O U N C I L R E P O R T 2020-02	PAGE:	12
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
COURSE OPERATIONS	GOLF COURSE	CINTAS FIRE PROTECTION	FIRE ESTINGUISHER INSPECTI	219.05
		HALL'S BOBCAT SERVICE	CONCRETE BLOCKS	800.00
		FAMILY CENTER FARM & HOME	THERMO 8, OUTLET YELLOW	8.48
			COUPLR, TIRE PNEUMATIC, 30	36.88
		MIAMI LUMBER INC.	FOAM SEALANT	14.97
			1X6 - 8 AZEK	23.20
		RURAL WATER DIST. #1	WATER	16.92
			WATER	16.92
		PAOLA DO IT BEST HARDWARE	TOGGLE SWITCH	12.99
		VAN WALL EQUIPMENT	TOGGLE SWITCH OIL & FUEL FILTERS, STUDS REEL - 8 RLADE	692.12
		R & R PRODUCTS INC	NEED 0 DENDE	217.70
			BED BAR & 2 IN 1 KNIFE	325.90
		ACE PEST CONTROL LLC GARY COOPER APPLIED MAINTENANCE SUPPLIES	PEST CONTROLL TREATMENT	62.50
		MIDWEST TURF INC	BEDKNIFES	1,092.90
		GREATLIFE WARSAW LLC	MONTHLY CONSULTING	416.00
		KASPER AUTO PARTS	SPARK PLUG	24.66
			SPARK PLUG	54.80
			BLUE THREADLOCKER	
		EVERGY	UTILITY BILL	18.14
			UTILITY BILL	403.41
			UTILITY BILL	100.11
			UTILITY BILL	310.88
			UTILITY BILL	179.98
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020 TOTAL:	5,933.08_ 11,631.21
CLUB HOUSE	GOLF COURSE	KANSAS DEPT OF REVENUE	GOLF SALES TAX	8.04
			GOLF SALES TAX	9.65
			GOLF SALES TAX	41.79
		ROYAL PUBLISHING INC	1/4 PAGE ADD GOLF WHITE TRIM & DIVIDER	225.00
		MIAMI LUMBER INC.	WHITE TRIM & DIVIDER	17.34
			PLAIN WHITE DIVIDERS	5.78-
		MISCELLANEOUS ROLLA MCKINNEY	ROLLA MCKINNEY: FCT CONNEC	26.89
		CRAWFORD SALES COMPANY	BEER	73.60
		DISH NETWORK	SERVICES - DISH NETWORK	134.04
		WASTE MANAGEMENT	REFUSE SERVICE	112.56
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	53.56
			INTERNET / PHONE	53.56
		MFA OIL COMPANY	PROPANE	514.58
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA - COKE, DT COKE,	344.74
			DEPOSIT RETURNS	180.00-
		CENTURYLINK	PHONE SERVICES	229.96
			PHONE INTERNET SERVICE	241.11
		B&J FOOD SERVICE EQUIPMENT, INC.	3 COMPARTMENT SINK	688.00
			FAUCET	411.38
			INSTALLATION KIT	26.50
		**PAYROLL EXPENSES	2/01/2020 - 2/29/2020	94.00_
			TOTAL:	3,120.52
FIRE	CIP - GENERAL	MIAMI LUMBER INC.	FACED INSULATION & STUD GR TOTAL:	120.92_ 120.92
			IOIAL:	120.92
ELECTRIC PRODUCTION	CIP - ELECTRIC	T & R ELECTRIC SUPPLY CO. INC	Padmount Transformer	11,635.00
			Padmount Transformer	5,075.00_
			TOTAL:	16,710.00

03-09-2020 03:56 PM	COUNCIL	R E P O R T 2020-02	PAGE:	13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
PARKS & CEMETERIES	CIP - SPECIAL PROJ	HALL'S BOBCAT SERVICE MISCELLANEOUS HELEN ROSEBERRY ALLENBRAND-DREWS & ASSOC., INC	TRAIL IMPROVEMENTS HELEN ROSEBERRY:TRAIL EASE PREPARE ENGRESS EASEMENT TOTAL:	.,
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	UNITED IMAGING CONSULTANTS LLC GUARDIAN	INMATE HEALTHCARE PAYROLL SHORT - ADJUSTMENT DENTAL INSURANCE DENTAL INSURANCE VISION INSURANCE VISION INSURANCE	26.17 1,088.92 876.65 896.18 178.87 180.30
		HUMANA INSURANCE CO.		
		KPERS	MEDICAL INSURANCE KPERS LATE FEES PENALTY - LATE FEE KPERS 2 KPERS AFTER KPERS	75.30 70.74 1,856.44 448.58 4,375.29
		EFTPS	PENALTY - LATE FEE SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLINGS	454.75
		SURENCY LIFE & HEALTH	HRA/FSA - FEBRUARY 2020 FSA/HRA - JANUARY 2020 TOTAL:	283.50 283.50_
ADMINISTRATION	TECHNOLOGY FUND -	TYLER TECHNOLOGIES INC	MOBILE SERVICE ORDERS MOBILE SERVICES CEMETERY MANAGEMENT TOTAL:	195.00 32.50 200.00_ 427.50
NON-DEPARTMENTAL	BOND & INTEREST	KANSAS STATE TREASURER	BOND & INTEREST TOTAL:	
NON-DEPARTMENTAL	ELECTRIC DEBT SERV	KANSAS STATE TREASURER	BOND & INTEREST TOTAL:	92,050.00_ 92,050.00

03-09-2020 03:56 PM		COUNCIL	R E P O R T 2020-02		PAGE:	14
DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION		AMOUNT_

====	===== FUND TOTALS ===	
01	GENERAL OPERATING	259,166.59
02	WATER	39,266.65
03	ELECTRIC	201,742.42
04	SEWER	64,051.61
06	LIBRARY	61.79
08	RURAL FIRE	1,728.35
12	STREET IMPROVEMENTS	2,245.70
13	TOURISM	1,187.78
14	PUBLIC SAFETY EQUIPMENT	1,350.00
18	GOLF COURSE	16,114.69
21	CIP - GENERAL	120.92
23	CIP - ELECTRIC	16,710.00
29	CIP - SPECIAL PROJECTS	8,669.53
31	EMPLOYEE BENEFITS	43,174.00
35	TECHNOLOGY FUND - CIP	427.50
41	BOND & INTEREST	150,793.00
43	ELECTRIC DEBT SERVICE	92,050.00
	GRAND TOTAL:	898,860.53

TOTAL PAGES: 14

03-09-2020 03:56 PM

C O U N C I L R E P O R T 2020-02

SELECTION CRITERIA

\_\_\_\_\_

PAGE: 15

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS

VENDOR: All CLASSIFICATION: All BANK CODE: All

ITEM DATE: 0/00/0000 THRU 99/99/9999

ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00

GL POST DATE: 0/00/0000 THRU 99/99/9999 CHECK DATE: 2/01/2020 THRU 2/29/2020

PAYROLL SELECTION

PAYROLL EXPENSES: YES EXPENSE TYPE: GROSS

CHECK DATE: 2/01/2020 THRU 2/29/2020

PRINT OPTIONS

PRINT DATE: None

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T 2020-02

SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:NO

### STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 12, 2020

AGENDA ITEM: Street assessment & PROSEAL Pavement Preservation Proposal

**PRESENTER:** Bill Roseberry, Public Works Director.

**ISSUE SUMMARY:** This year's CIP allows for \$95,000 in Street and Alleys Project (Fund 25-105-421). Staff has put together a street assessment of all City streets which is attached in the agenda and shows names of streets, length in blocks, surface material, and rating (1- (being excellent) thru 5 (being needs replaced). 5's and some 4's will require total replacement as there is not sufficient curb and gutter to allow for mill and overlay. 2's and 3's would be given 3-5 years extra life with the application of the attached proposal.

Given the small amount that is allocated, Staff would like to implement a program to extend the lives of some of our newer streets which are rated 2 or 3. Funds for replacing streets in the 4 & 5 categories will probably need to be obtained through grants in upcoming years. The belief is, that as some of these smaller things are done, it will be seen as a positive step forward in our street maintenance program until we are able to take on the large projects.

Also in the packet is a proposal from PROSEAL for a fairly new asphalt preservation called Reclamite. Staff has visited with several of their clients and have received positive feedback on this process. This process is unique to **PROSEAL**, so there no comparative proposals.

The following streets have been determined to be the best candidates for this process and are included in this proposal:

Parker, 12th to City Limits

14th, Pacific to Main

Brown, 14th to 16th

Pacific, 6<sup>th</sup> to 14<sup>th</sup>

Walnut, 7<sup>th</sup> to 12<sup>th</sup>

9<sup>th</sup>, Main to Lincoln

8<sup>th</sup>, Main to Creamery Bridge

1st, Main to Walnut

Mill, 1st to 4th

Brown 1st to 6th

(43 blocks or just over 4 miles total)

**COUNCIL ACTION NEEDED**: Review, discuss, and determine whether to approve the proposal.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends acceptance of proposal from PROSEAL for application of Reclamite to said streets at a cost of \$68,116.86 with sweeping by the contractor added for just under \$7,000 (.10 per sy) prior to application. Street Crew would need to make some minor patch repairs to Parker before application. Funding for these repairs and asphalt preservation would come from CIP Streets and Alleys (25-105-421) fund.





# 2020 Pavement Preservation Program City of Osawatomie, KS

Toll Free 1-877-650-9805 www.proseal.us El Dorado, KS - Tulsa, OK - Lincoln, NE

# PROSEAL INC.

"Leading the way in pavement preservation"

\* Pavement Preservation Services \* Asphalt Rejuvenators \* Dust Control \*

Proseal Inc.

P.O. BOX 741 El Dorado, KS 67042

Tulsa, OK Lincoln, NE Office: 1-877-650-9805

February 7, 2020

From the Desk of: Chris Greenwell, President of Proseal Inc.

Bill Roseberry,

Thank you for allowing Brad the opportunity to explain the new sustainable approach to asphalt pavement preservation.

We at Proseal Inc. are pleased to assist in your total pavement preservation program. Primarily to keep good roads good. In doing so this allows for already depleted budgets to be stretched to accomplish not only street preservation yet, replacement as well.

First you must define your priorities, of course anyone will tell you that your new pavement is your most valuable asset. If you neglect it, according to the federal government it will be at the failure stage within 10 years. With this fact at hand you must first protect your most valuable asset.

To understand asphalt, we must realize it is a flexible membrane that allows for the pavement to move. What keeps the Asphalt flexible? The small 6% oil content. That's correct Asphalt is made up of 94% stone and 6% oil. Now you can understand why it gets brittle and cracks when a small amount of oil evaporates or is affected by oxidation and weather extremes. Results from oil and binder loss not only cause fractions, they also are the cause of loss in the ductile traits that result in the failure of the surface aggregate structure causing voids. Most of all asphalt failures other than base problems, are a result from the loss of asphalt oil binder.

Our approach to pavement preservation and management may be different than what is the "normal". We like to rate pavement into 3 simple categories, 1 - good, 2 - minimal cracking (no potholes and good drainage), and 3 - needs replaced or reconstruction. We believe if you can keep your good roads good and invest minimal funds into category three roads to hold them until their time of replacement. Ultimately, you will change the pattern of throwing good money on bad streets. It is often said that surface treatments only cover up the problem and result in a higher pavement structure than the road's curb line. This will cause more water and pavement failures for the future. Why not Rejuvenate your asphalt to maximize the pavement life cycle and tax dollars.

Attached is our customized proposal for your specific streets.

We look forward to hearing from you.

Thank you for the opportunity to serve you and the City of Osawatomie.

Chris Greenwell

President of Proseal Inc

Office: (316) 321-0025 Cell: (316) 650-9805

Email: chris@proseal.us

El Dorado, KS - Tulsa, OK - Lincoln, NE

# What Reclamite rejuvenating agent is, and how it works.

Reclamite rejuvenating agent is formulated from petroleum maltenes to prolong the life of asphalt pavements. It provides a simple, one-step method for restoring and preserving plasticity and durability in asphalt, and it is remarkably effective for extending the life of newly constructed pavement and for corrective maintenance on deteriorated pavements.

To understand how Reclamite works, one should know the chemical composition of asphalt. Asphalt consists of five basic components: asphaltenes (A), polar compounds (PC), first acidaffins, (A1), second acidaffins (A2) and saturated hydrocarbons (S). The latter four components, PC, A1, A2 and S are referred to as the maltene fractions.

Asphaltenes are soluble only in the presence of polar compounds. The first and second acidaffins act as mediums to disperse the dissolved asphaltenes, and the saturated hydrocarbons develop the setting characteristics of the entire solution.

The most reactive of the asphalt fractions are the polar compounds and first acidaffins; they are also more susceptible to aging than the second acidaffins and saturated hydrocarbons.

**How it works.** For all its outstanding qualities as a paving material, asphalt is no more impervious to the effects of time, weathering and tough service

than any other construction material. With the passage of time, the need for maintenance becomes signaled by dryness, brittleness and other visible signs of deterioration, such as loss of matrix, raveling, cracking and spalling.

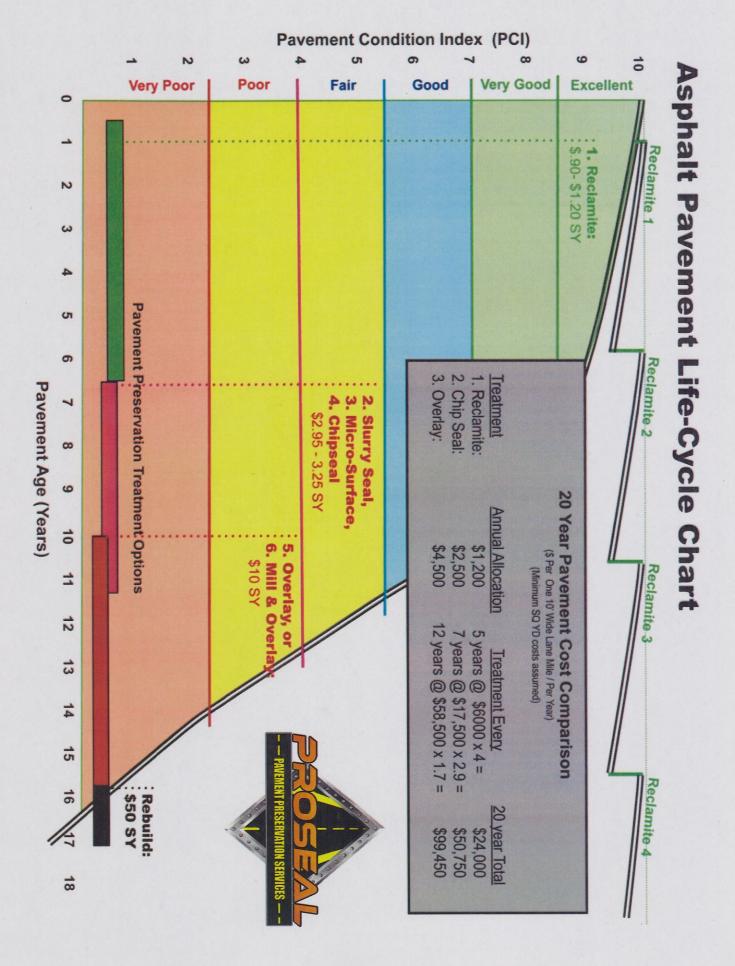
Reclamite is outstanding for its ability to delay the aging process from the outset and to reverse any premature aging that might be caused by construction variables such as excess heat at the hot plant, excess voids caused by low temperatures during compaction, critical mix design and other inconsistencies. All of these factors leave the finished surface vulnerable to air and water intrusion, chief causes of premature aging.

By replenishing the proper blend and amount of maltene fractions, the aged asphalt can be restored to a new and highly durable asphalt cement, virtually equal to or better than the original consistency.

This can be achieved simply by spraying Reclamite directly on the asphalt surface. It readily penetrates the pavement and combines with the asphaltenes to restore the proper balance of the five fractions.

And it can all be done in place, without disturbing the adhesion, cohesion or stability of the existing roadway.





# City of Osawatomie, KS 2020 Pavemen



PROSEAL INC. P.O. BOX 741 El Dorado, KS 67042 Tulsa, OK Lincoln, NE Toll Free 1-877-650-9805

# **Estimate**

Date	Estimate #
2/10/2020	1010

Name / Address			
City of Osawatomie			
P.O. BOX 37			
Osawatomie, KS 66064			

Project

Description	Qty	Cost	Total
ASPHALT REJUVENATOR APPLICATION	69,50	0.98	68,116.86
Customer will respire according			
Customer will provide sweeping		Total	\$68,116.86

Street	Surface	# of blocks	(1- best, 5 Rating worst)	Comments
Brown- 7th to 12th	Chip & Seal	5	5	
Brown- 16th-18th	Chip & Seal	2	5	
Slayman Ln	Asphalt	1	5	
Foster Ct.	Asphalt	1	5	
Walnut - 4th to 6th	Chip & Seal	2	5	
South - 8th to 10th	Gravel	2	5	
Parker- 8th - Park	Chip & Seal	2	5	
4th - Parker to Main	Brick	1	5	
4th - Brown to Pacific	Brick	1	5	
7th- Pacific to Walnut	Chip & Seal	1	5	
8th - Main to Pacific	Brick	2	5	
9th - Main to Pacific	Brick	2	5	
18th - Main to Brown	Chip & Seal	2	5	
Beaver Lake Rd.	Gravel	6	5	
Pacific- Garden to 1st	Chip & Seal	3	4	
Pacific- 1st to 6th	Brick	5	4	
Chestnut- 8th to 12th	Chip & Seal	4	4	
Matney Dr. & Happy Place	Chip & Seal	4	4	
Parker -5th to 6th	Brick	1	4	
Park roads	Brick, Chip & Seal, Gr & Gravel	6	4	
Charles	Chip & Seal over Concrete	1	4	
Retan - Mill to Main	Chip & Seal	2	4	
1st - Matney to Walnut	Chip & Seal	1	4	
1st - Main to N	Chip & Seal	3	4	
5th- Alley to Brown	Chip & Seal over Brick	0.5	4	
5th - Brown to Chestnut	Brick & Chip and Seal Overlay	3	4	
7th - Carr to Lincoln	Chip & Seal	1	4	
8th -Chestnut to South	Gravel	1	4	
9th - Walnut to South	Concrete	2	4	
10th - Chestnut to South	Gravel	1	4	
11th- Walnut to Chestnut	Chip & Seal	1	4	

15th - N to Main	Concrete	3	4
15th - Main to Brown	Chip & Seal	2	4
Lockhart Lane	Concrete	2	4
341 <sup>st</sup> & 341 <sup>st</sup> Terr.	Chip & Seal	6	4
High Dr.	Chip & Seal	1	4
Osawatomie Rd -341st to 335tl	n Brick	10	4
E. Lakeshore Dr.	Gravel	8	4
Main- 5th to 7th	Asphalt	2	3
Main- 12th to 18th	Concrete & Asphalt Overlay	6	3
Brown- Oneal to 1st	Chip & Seal	4	3
Mill- Oneal to 1st	Concrete	4	3
Pacific Ct.	Asphalt	2	3
Hickory Ct	Asphalt	1	3
Hickory Ln.	Asphalt	2	3
Walnut - E to 1st	Gravel	1	3
Walnut -1st to 4th	Brick and asphalt overlay	3	3
Chestnut- 4th to 6th	Chip & Seal	2	3
Martin- 3rd to 4th	Chip & Seal	1	3
Martin -4th to 5th	Concrete	1	3
Walnut - 7th to 12th	Asphalt	5	3
Reed - 3rd to 4th	Chip & Seal	1	3
Reed - 4th-5th	Concrete	1	3
Mulberry	Gravel	1	3
Cedar	Gravel	1	3
Kelly -3rd to W	Chip & Seal	4	3
Parker - 1st to 5th	Chip & Seal	4	3
Parker -7th to 8th	Concrete	1	3
Lincoln - E to 9th	Chip & Seal	6	3
Carr - 1st to 8th	Chip & Seal	6	3
Oak Dr.	Chip & Seal	1	3
Oneal - Mill to N	Chip& Seal	3	3
Leroy - Mill to Main	Chip & Seal	2	3
2nd Brown - Main	Brick	1	3
3rd - Carr to Lincoln	Chip & Seal	1	3

3rd - Main to Walnut	Brick	4	3
3rd - Kelley to Walnut	Chip & Seal	5	3
4th - Carr †to Parker	Chip & Seal	1	3
4th - Lincoln to Parker	Concrete	1	3
4th - Pacific to Kelley	Chip & Seal	5	3
5th - Carr † Parker	Chip & Seal	3	3
5th - Chestnut to Kelly	Concrete	4	3
6th - N to Lincoln	Asphalt	2	3
6th - Lincoln to Kelley	Concrete and Asphalt Overlay	10	3
Derrick Jensen Drive	Asphalt	2	3
7th- Main to Pacific	Asphalt	2	3
10th - Walnut to Chestnut	Chip & Seal	2	3
12th- Pacific to South St	Chip & Seal	3	3
Brown Circle Drive	Chip & seal	2	3
14th - N to Main	Concrete	2	3
15th Terr.	Concrete	1	3
16th -Parker to Main	Chip & Seal	1	3
16th - Main to Brown	Chip & Seal over Concrete	2	3
17th - Main to Brown	Concrete	2	3
Rohrer Heights	Chip & Seal	2	3
Shady Lane	Chip & Seal	2	3
W Lakeshore Dr.	Chip & Seal	12	3
Main- Oneal to 1st	Asphalt	4	2
Brown- 1st to 7th	Asphalt over Brick	6	2
Brown- 14th-16th	Asphalt	2	2
Mill- 1st to 4th	Asphalt	3	2
Pacific- 6th to 14th	Asphalt	8	2
Parker- 11th to City limits	Asphalt	8	2
Industrial Dr.	Asphalt	2	2
1st - Walnut to Main	Asphalt	4	2
2nd - Mill to Brown	Chip & Seal	1	2
4th- Main to Brown	Asphalt over Brick	1	2
5th - Parker to alley	Brick	0.5	2
5th - Alley to alley	Chip & Seal	1	2

7th - Parker to Main	Asphalt	1	2
8th - N to Main	Asphalt	3	2
8th - Pacific to Chestnut	Chip & Seal	2	2
9th - N to Main	Asphalt	3	2
9th - Pacific to Walnut	Asphalt	1	2
11th - N to Main	Asphalt	3	2
11th- Pacific to Walnut	Concrete	1	2
12th- Main to Pacific	Asphalt	4	2
14th - Main to Pacific	Asphalt	2	2
17th - Brown to S	Asphalt	1	2
Main- 1st to 5th	Concrete	4	1
Main- 7t to 12th	Concrete	5	1
10th - Main to Walnut	Concrete	3	1
11th Main to Pacific	Concrete	2	1
12th - Parker to Main	Concrete	1	1
Appenfeller Dr.	Asphalt	2	1

#### STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 12, 2020

AGENDA ITEM: OSH Waterline Proposal

**PRESENTER:** Iryna Yeromenko and City Staff

**ISSUE SUMMARY:** Rural Water District #1 is helping the Osawatomie State Hospital with the establishment of an emergency interconnect of water systems owned by Rural Water District No.1, Miami County, KS and Osawatomie State Hospital. Both entities purchase water from the City of Osawatomie and maintain waterline facilities along Osawatomie Road, south of 335th St. Under the terms of this memorandum, the Hospital would be entitled to purchase water from the District at times when the City is unable to provide sufficient water supply and the District is able and willing to sell water to the Hospital. City Attorney Dick Wetzler has reviewed the attached proposal, which was provided by the Hospital, and finds no issue.

**COUNCIL ACTION NEEDED**: Review, discuss, and determine whether to approve the proposal.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends that Council accept the proposal from Osawatomie State Hospital to allow an emergency waterline.

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered and made effective July 1, 2020 by and between the Secretary of the Kansas Department for Aging and Disability Services ("KDADS"), on behalf of Osawatomie State Hospital ("Hospital") and Rural Water District No. 1, Miami County, Kansas ("District"), and in conjunction with the City of Osawatomie, Kansas ("City") all of whom may hereinafter be collectively referred to as the "Parties".

WHEREAS, the Parties desire to work together to allow Hospital to purchase water from the District at times of an emergency event and the District is able and willing to sell water to Hospital in such emergency.

NOW, THEREFORE, pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Scope of Work</u>. Attached hereto and incorporated herein as Appendix A is a Scope of Work. The Parties agree to comply with the terms of the Scope of Work as if the same were set forth in full herein.
- 2. <u>Compensation</u>. Hospital agrees to pay the commercially reasonable, approved costs related to this construction project.
- 3. <u>Term of Agreement</u>. The term of this Agreement shall commence on July 1, 2020 and shall continue thereafter unless terminated pursuant to the terms of this agreement, written agreement of the parties hereto, or by operation of law.

### 4. Agreement Termination.

- a. Any party may terminate this Agreement (with or without cause) by giving written notice of the termination to the remaining parties at least 30 calendar days prior to the date of termination stated in the written notice; and
- b. KDADS may terminate this Agreement without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds.
- 5. Retention of and Access to Records. All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement, and said records shall be made available to any party to this Agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

- 6. <u>Incorporation of the State of Kansas Contractual Provisions Attachment</u>. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- 7. <u>Service of Notices</u>. All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to District:

Manager Rural Water District No.1, Miami County, Kansas 101 W. Delaware Paola, KS 66071

And City

City Manager Osawatomie City Offices 439 Main St. Osawatomie, KS 66064

If to KDADS:

Superintendent Osawatomie State Hospital 500 State Hospital Drive Osawatomie, KS 66064

And

Secretary Kansas Department for Aging and Disability Services 503 South Kansas Avenue Topeka, KS 66603-3404

- 8. Reserved.
- 5. <u>Amendment or Assignment</u>. Modification or amendment to this Agreement shall be in writing and executed with the same formality as the original. Similarly, this Agreement shall not be assigned without the prior written consent of KDADS.

- 6. <u>Waiver of Breach</u>. Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.
- 7. <u>Invalidity</u>. Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted.
- 8. <u>Prior Negotiations</u>. This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire understanding of the parties.
- 9. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Kansas. Should legal action be initiated, the Parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.
- 10. <u>Signatures</u>. The Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.
- 11. <u>Terms Read and Understood</u>. The signatories to this Agreement certify that they have read this Agreement, have received adequate opportunity to confer with counsel, if desired, and fully understand all of the terms, and the parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.
- 12. <u>Cooperation</u>. The parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.
- 13. <u>Authorization</u>. The person who executed this Agreement by or on behalf of each respective party or individual, as applicable, represents and warrants that he/she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party and that all necessary corporate approvals have been obtained.
- 14. <u>Additional Assurances</u>. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are necessary or useful to effectuate this Agreement.

15.	. <u>Binding Effect</u> . This Agreement shall be binding on and inure to the benefit of		
	Parties and their heirs, executors, administrators, and respective successors and		
	permitted assigns.		

### 16. <u>Miscellaneous Provision.</u>

Attachments:

Appendix A: Scope of Work

Appendix B: DA 146a (rev. 07-19)

Appendix C: KDHE Permit Application

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date as set forth herein.

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES	RURAL WATER DISTRICT NO. 1, MIAMI COUNTY, KANSAS
By:	By:
Date:	Date:
CITY OF OSAWATOMIE, KANSAS	
By:	
Name: Title:	

#### STATE OF KANSAS

Kansas Department for Aging and Disability Services; and Rural Water District No.1, Miami County, Kansas; and City of Osawatomie, Kansas

### APPENDIX A SCOPE OF WORK

District is helping Hospital with the establishment of an emergency interconnect of water systems owned by Rural Water District No.1, Miami County, KS ("the District") and Osawatomie State Hospital ("the Hospital"). Both entities purchase water from the City of Osawatomie, Kansas ("City") and maintain waterline facilities along Osawatomie Road, south of 335th St. Under the terms of this memorandum, the Hospital is entitled to purchase water from the District at times when the City is unable to provide sufficient water supply and the District is able and willing to sell water to the Hospital. The entities agree to the following terms relative to this connection:

- 1. The Hospital agrees to pay for all commercially reasonable costs associated with this connection, including valves, pipeline, buried vault, meters, and backflow devices. A 3-inch turbine meter and a 3-inch double-check valve shall be provided in the metering vault. The Hospital shall maintain ownership of all such facilities from the metering vault to the Hospital's pipeline. The District shall assume ownership of the meter and the pipeline from the vault to the District's pipeline. The Hospital shall be responsible for the cost of maintenance to all items within the vault, including the meter. The District shall have the right to review and approve the plans prior to installation by the Hospital.
- 2. The District shall not be obligated to provide the Hospital with a specific minimum flow or pressure. Water shall be provided only in an emergency and when allowed by the District. The Hospital must request and receive permission from the District prior to opening a valve to receive water.
- 3. The Hospital shall not be obligated to purchase a minimum amount, nor obligated to make a monthly payment. The Hospital will be billed by the District only for water used. Bills will only be sent by the District to the Hospital after an emergency event.
- 4. The water rate shall be as established by the District's Board of Directors. The initial water rate shall be \$10.00 per 1,000 gallons. This rate may be adjusted by the District at any time and at the sole discretion of the District. The District shall notify the Hospital of a rate adjustment, through written correspondence, prior to billing at the adjusted rate. The District shall not bill at a rate higher than the rate in effect at the time of the emergency usage.
- 5. The Hospital understands and agrees to waste, through a cleanout, a volume of at least 1,000 gallons through the connection prior to allowing the District's water to enter the Hospital's distribution system. Due to the normally inactive condition through the

- connecting pipe, water is likely to be stagnant and in non-compliance with State water quality standards until the 1,000 gallons has been flushed through the pipeline.
- 6. The City shall submit a Public Water Supply Permit Application with the Kansas Department of Health and Environment to facilitate the water line connection as discussed herein. A copy of the application is attached hereto as Appendix C.

State of Kansas Department of Administration DA-146a (Rev. 07-19)

# APPENDIX B CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2020.

- 1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting

requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

#### STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 12, 2020

AGENDA ITEM: Sale of 820 3rd Street

**PRESENTER:** Ed Beaudry

**ISSUE SUMMARY:** The City of Osawatomie has a city owned property at 820 3<sup>rd</sup> Street. I have been approached about selling the property so a builder can build a single-family residence on it. I have spoken with the City Manager and he has set a price of \$1300.00 for the property, with several contingencies in place. The buyer has agreed to all of the contingencies.

**COUNCIL ACTION NEEDED**: Review, discuss, and determine whether to approve the proposal.

**STAFF RECOMMENDATION TO COUNCIL:** Staff would recommend the sale of the property for \$1300.00 with all contingencies in place.

#### RESOLUTION NO.

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AUTHORIZING THE CITY TO ENTER INTO A CONTRACT SALE OF **820** 3<sup>RD</sup> STREET, SUBJECT TO CERTAIN CONTINGENCIES.

WHEREAS, the Governing Body wishes to promote growth and development on the property known as 820 3<sup>rd</sup> Street; and

WHEREAS, **Megan McCall Hayes** [hereinafter, "Hayes"] is seeking property in the City of Osawatomie to build a single-family residence; and

WHEREAS, The City has offered the lot known as **820** 3<sup>rd</sup> Street, in the City of Osawatomie located in

LEGAL DESCRIPTION: (Filed Bk-2013 Pg-04681)
Beginning at a point 219.06 feet Mea. (217 feet Deed) South of the Southeast corner of Block 9, Youmans 2nd Addition to the City if Osawatomie, thence S89°51'49"W, a distance of 250.02 feet Mea. (250 feet Deed); thence S00°34'39"W, a distance of 144.01 feet Mea. (144 feet Deed); thence N89°51'49"E along the North line of George Rayle's land, a distance of 250.02 feet Mea. (250 feet Deed); thence N00°34'39"E, a distance of 144.01 feet Mea. (144 feet Deed) to the place of beginning, and being a part of Lot 30, in the Southeast Quarter of Section 11, Township 18, Range 22, in Miami County, Kansas, as per plat filed in the office of County Clerk; the above property is now known as Lot Eleven (11), Block "A", County Clerk's Addition to the City of Osawatomie.

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

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

The vacant lot commonly known as 820 3<sup>rd</sup> Street in County Clerks Addition Osawatomie, Lot 11 Block A County Clerks Addition Section 11 Township 18 Range 22, subject to such adjustments as may become necessary after a legal survey is conducted on the property.

SECTION TWO: The Governing Body authorizes sale of the described property to Megan McCall Hayes for a sum of Thirteen Hundred Dollars and zero cents (\$1300.00), subject the following contingencies being in place on sale and conveyance of the property:

- (a) At closing Hayes will pay to the City Clerk of the City of Osawatomie the sum of \$1300.
- (b) Hayes will pay any costs of closing.
- (c) A single-family residence shall be built to the 2006 International Residential Code within 6 months of conveyance of the property to Hayes or the land will revert back to the City of Osawatomie with only a partial refund of \$500.00;
- (d) At closing Hayes will deliver to the City a deed conveying the property back to the City on the condition of her non-compliance with the terms of this resolution;
- (e) The property is not eligible for any neighborhood revitalization programs; and
- (f) A concrete driveway approach shall be installed prior to the final inspection; and
- (g) All utilities shall be installed (electric, water, wastewater, and gas as applicable).
- (h) Prior to conveyance of the described property, Hayes shall demonstrate to the reasonable satisfaction of the City Manager that she has adequate financial means in place or committed to ensure that the construction of the residence on the property can be commenced and completed according to the time line established by this resolution.

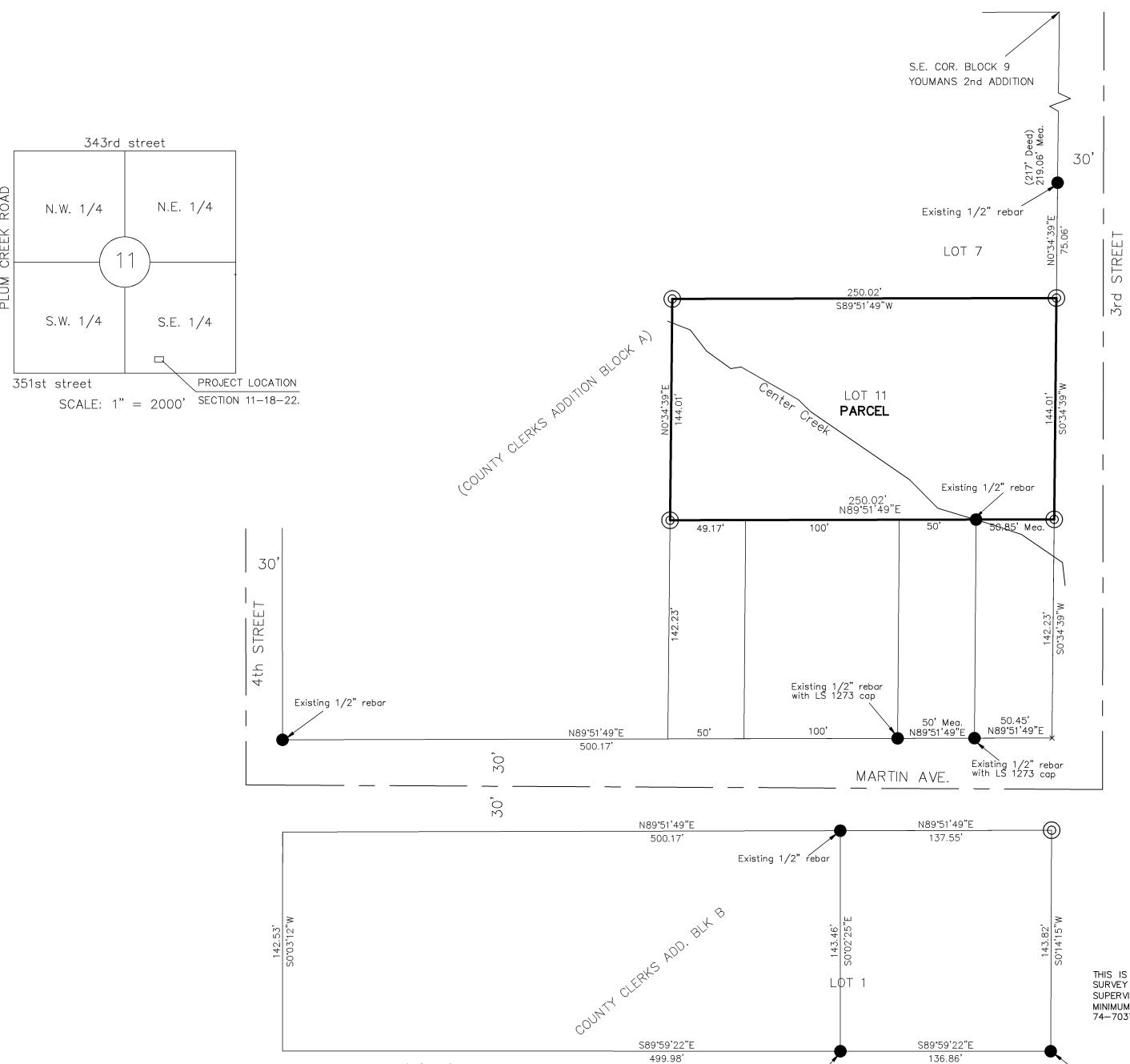
SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

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

APPROVED AND SIGNED by the Mayor.

	L. Mark Govea, Mayor
(SEAL)	
ATTEST:	
Tammy Seamands, City Clerk	

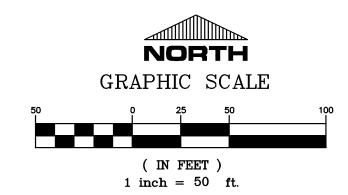
# **CERTIFICATE OF SURVEY**



(20' Alley)

Existing 1/2" rebar with LS 727 cap

LEGAL DESCRIPTION: (Filed Bk—2013 Pg—04681)
Beginning at a point 219.06 feet Mea. (217 feet Deed) South of the Southeast corner of Block 9, Youmans 2nd Addition to the City if Osawatomie, thence S89°51'49"W, a distance of 250.02 feet Mea. (250 feet Deed); thence S00°34'39"W, a distance of 144.01 feet Mea. (144 feet Deed); thence N89°51'49"E along the North line of George Rayle's land, a distance of 250.02 feet Mea. (250 feet Deed); thence N00°34'39"E, a distance of 144.01 feet Mea. (144 feet Deed) to the place of beginning, and being a part of Lot 30, in the Southeast Quarter of Section 11, Township 18, Range 22, in Miami County, Kansas, as per plat filed in the office of County Clerk; the above property is now known as Lot Eleven (11), Block "A", County Clerk's Addition to the City of Osawatomie.



### <u>LEGEND</u>

- STONE FOUND AS DESCRIBED
- ▲ MONUMENT FOUND AS DESCRIBED
- REBAR FOUND AS DESCRIBED
- SET ½" X 24" REBAR WITH
   PLASTIC KS CLS 93 CAP
- MAG-NAIL SET
- × CALCULATED LOCATION (Mea.) MEASURED DISTANCE

PREPARED FOR: CITY OF OSAWATOMIE

PREPARED BY:

ALLENBRAND-DREWS & ASSOCIATES, INC.

122 N. WATER STREET

OLATHE, KANSAS 66061

PHONE: (913) 764-1076

FAX: (913) 764-8635

NO TITLE INFORMATION PROVIDED

ASSUMED NO0°34'39"E ON THE EAST LINE
OF LOT 11 BLOCK "A" COUNTY CLERKS ADDITION

THIS IS TO CERTIFY THAT ON THE 2ND DAY OF JUNE, 2014, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.S.A.

Existing 1/2" rebar with LS 1133 cap

## **CERTIFICATE OF SURVEY**

PT. SECTION 11-18-22 MIAMI COUNTY, KANSAS



CIVIL ENGINEERS LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET

OLATHE, KANSAS 66061

PHONE: (913) 764-1076 FAX: (913) 764-8635

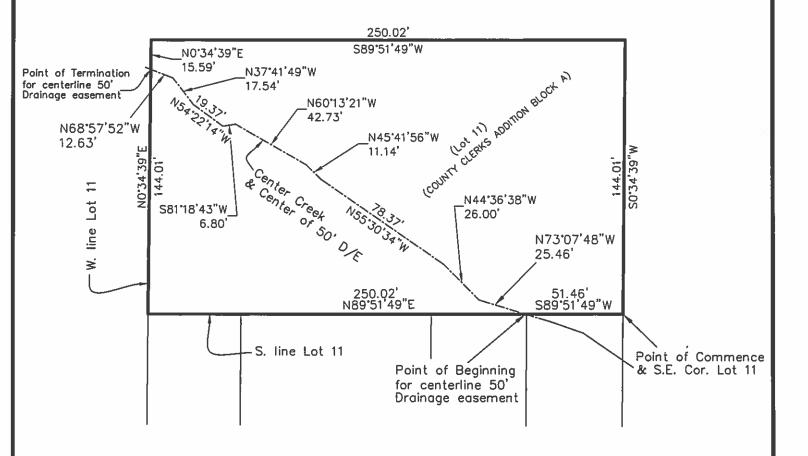
52

Existing 1/2" rebar with LS 1133 cap

# **EXHIBIT A**

LEGAL DESCRIPTION FOR CENTERLINE 50' DRAINAGE EASEMENT:

Commencing at the Southeast corner of Lot 11 of Block "A" County Clerk's Addition; thence S89'51'49"W, along the South line of said Lot 11 a distance of 51.46 feet to the Point of Beginning; thence N73'07'48"W, a distance of 25.46 feet; thence N44'36'38"W, a distance of 26.00 feet; thence N55'30'34"W, a distance of 78.37 feet; thence N45'41'56"W, a distance of 11.14 feet; thence N60'13'21"W, a distance of 42.73 feet; thence S81'18'43"W, a distance of 6.80 feet; thence N54'22'14"W, a distance of 19.37 feet; thence N37'41'49"W, a distance of 17.54 feet; thence N68'57'52"W, a distance of 12.63 feet to the Point of Termination, said point being on the West line of said Lot 11 and 15.59 feet South of the Northwest corner of said Lot 11.







CIVIL ENGINEERS

LAND SURVEYORS — LAND PLANNERS

122 N. WATER STREET OLATHE, KANSAS 66061 PHONE: (913) 764-1076 FAX: (913) 764-8635

14 W. PEORIA PAOLA, KANSAS 66071 PHONE: (913) 557-1076 FAX: (913) 557-6904

PREPARED FEBRUARY 25TH 2020 PREPARED FOR CITY OF OSAWATOMIE Generations Strong | www.Security1stKs.com

#### ORDER CONFIRMATION

File #: 2353844 Date Order Received: 2/19/2020

Sales Price: \$0.00 Loan Amount: \$0.00

Property Address: 820 3rd St., Osawatomie, KS Property Tax ID: 1711104009023000

66064

Property County: Miami Order Category: Title Search-No Insurance

Brief Legal: Lot 11, Block A, County Clerks Addition, Osawatomie, Miami County, KS

Buyer	Seller
	City of Osawatomie
Buyer's Realtor	Seller's Realtor
Lender	Order Notes
	Title Search

Thank you for choosing Security 1st Title. If you have any updates, please call us at (913) 557-2694.

We appreciate your business.



# February 2020

Calls for Service: 626

Traffic Stops – 95

Traffic Complaint - 15

Accidents - 13

Animal Control - 36

EMS Assist - 12

Agency Assist - 21

Disturbances – 16

Suspicious Activity - 38

Citizen Assist - 109

Incident Reports - 37

Check Welfare - 18

Vehicle Lockouts - 8

Vehicle Checks - 7

Extra Patrols - 3

Other – 198

Arrests: 32

Warrant Arrest - 14

Drug Arrests - 1

Other - 17