

OSAWATOMIE CITY COUNCIL
AGENDA

July 8, 2021

6:30 p.m. | Memorial Hall | 411 11th Street

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. May 27th Agenda
 - B. Meeting Minutes – May 13th, 2021
 - C. Cancellation of September 9, 2021 Council Meeting due to MPR Conference
 - D. Pay Application(s) – BG Consultants – Total \$58,430.00
 - \$14,040 – WWTP
 - \$36,780 – WWTP
 - \$1,000 – Water Dist.
 - \$760 - Wastewater
 - \$5,850 – Water Dist.
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Collection Bureau of Kansas, Inc. – Chad Hollins
 - B. Five-Year Financial Forecast – Mike Scanlon
9. Unfinished Business
10. New Business
 - A. Resolution 894 – Establishing Conditions for the Maintenance of Property Located at 313 Lincoln Avenue – Ed Beaudry
 - B. Resolution 895 – Adopting the Findings of the Five-Year Financial Forecast – Mike Scanlon
 - C. Ordinance 3797 – Allowing for the Assessment of the Costs to Collect Debts Owed to the City – Tammy Seamands
 - D. Resolution 900 – Directing Staff to prepare a Preliminary Engineering Report (PER) for review by the Kansas Interagency Advisory Committee (KIAC) for Main Street Terrace – Mike Scanlon
 - E. Resolution 901 – Regarding the Governing Body’s Intent to Levy a Property Tax Exceeding the Revenue Neutral Rate – Mike Scanlon
 - F. Resolution 902 – Directing Staff to Begin the Process of Forming the Kansas Association of Trail Towns – Mike Scanlon
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Report
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – July 22nd, 2021

Osawatomie, Kansas. **June 24, 2021.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor L. Mark Govea called the meeting to order at 6:30 p.m. Council members present were Wright, LaDuex, Dickinson, Diehm, and Hampson. Council member Caldwell arrived at 6:32 p.m. Council members Macek and Walmann was absent. City Staff present at the meeting were City Manager Mike Scanlon, City Clerk Tammy Seamands, Assistant to the City Manager Sam Moon and Chief Building Official Ed Beaudry. Members of the public were: Dan Mahlin, Philip Reavis, Joy Reavis, Marvin Halvorsen, Tracy Petersen, Lisa Bauer, Virigina Adams, Doug Hensley, Owen Waddle, Dale Koontz, Donna Koontz, Sudawn Bradley, Kari Bradley, Daniel West, Ron Dowd, Tammy Dowd, Donna Darner, Madison Jones and 2 unidentified individuals.

INVOCATION. Marvin Halvorsen, Blessed Hope Seventh Day

CONSENT AGENDA. Approval of June 24th Agenda; June 10th Council Minutes, June 14th Joint Council Minutes, Special Event Permit – First Christian Church, John Brown Memorial Park. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented minus Resolution 893 and 894 that will be moved to the July 8th agenda. Yeas: All.

COMMENTS FROM THE PUBLIC.

Donna Darner is concerned about the closure of Main Street that occurred on Wednesday for the Library’s Play Day. The business owners were upset and Darner would like to know why was this closure allowed to happen. Darner’s husband passed away earlier this year and Darner spends a lot of time at the cemetery. The cemetery is not being kept up very well. It has water and mud close by her husband’s grave and that makes it hard to be able to walk up to the grave.

Donna Koontz said that there use to be a cemetery board and asked what happened to it.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

COMMITTEE OF LANDLORDS – Ron Dowd presented a power point presentation regarding the Osawatomie Home Safety/Beautification Program. This program was developed to work in conjunction with the city to create a housing environment for all of the residents of Osawatomie by maintaining an attractive and safe community. This is a four-part program consisting of a statement of compliance, beautification plan, public nuisance program and the committee of landlords. It is recommended that this program applies to new tenants after January 1, 2022.

APPOINTING TYLER WRIGHT TO THE PLANNING AND ZONING COMMISSION – **Motion** made by LaDuex, seconded by Hampson to appoint Tyler Wright to the planning and zoning commission. Yeas: All. Wright abstained due to conflict of interest. Caldwell was not in the building to vote.

APPOINTING DENISE BRADLEY TO THE PLANNING AND ZONING COMMISSION – **Motion** made by LaDuex, seconded by Hampson to appoint Denise Bradley to the planning and zoning commission. Yeas: All. Caldwell was not in the building to vote.

UNFINISHED BUSINESS. – None.

NEW BUSINESS.

RESOLUTION 870 – DIRECTING STAFF TO PREPARE AND SUBMIT RECOMMENDED CHANGES TO THE OSAWATOMIE CITY CODE– City Manager Michael Scanlon tries to read the City Code on a regular basis and has discovered a few areas that need to be updated. Scanlon recommends updating the sections regarding the procedure for vacancies in office and boards and commissions, multiple sections on nuisance violations and parking regulations. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 870 – Directing staff to provide an ordinance amending the city code to include a section on filling the vacancy of mayor, establishing a chapter on parking regulations and clarifying nuisance enforcement as presented. Yeas: All.

RESOLUTION 891 – DIRECTING STAFF TO PREPARE & SUBMIT FOR CITY COUNCIL CONSIDERATION A BUDGET FOR THE USE OF AMERICAN RECOVERY ACT FUNDS – Scanlon discussed how the funds could be spent. Scanlon believes that using the funding to reimburse our lost revenues due to Covid-19 and making necessary investments in water and sewer would best benefit the city. **Motion** made by LaDuex, seconded by Diehm to approve Resolution 891-Directing staff to prepare and submit for city council consideration a budget for the use of American Rescue Plan Act of 2021 grant dollars as presented. Yeas: All.

RESOLUTION 892–DIRECTING STAFF TO ESTABLISH PARKING REGULATIONS WITHIN THE CITY LIMITS OF OSAWATOMIE, KS – Scanlon noted that parking regulations and laws are scattered throughout the City Code and is proposing that we unify the law and place them in a single chapter titled “Parking Regulations.” **Motion** made by Diehm, seconded by Dickinson to approve Resolution 892-Directing staff to establish parking regulations within the city limits of the City of Osawatome, Kansas as presented. Yeas: All.

RESOLUTION 893 – GRANTING THE CITY MANAGER AUTHORITY TO REINSTITUTE PARKING REGULATIONS TO THE DOWNTOWN CORRIDOR - Scanlon has received complaints about the availability of parking in the downtown business corridor. There has been many approaches, limitations and enforcement efforts undertaken to address the issue. This resolution would grant the City Manger the authority to reinstitute parking regulations as he believes is appropriate and to do so in communication with the downtown business owners. **Motion** made by Diehm, seconded by Wright to approve Resolution 893 –Granting the city manager authority to reinstitute parking regulations in the downtown corridor as presented. Yeas: All.

RESOLUTION 896 - ACCEPTING THE RECOMMENDATIONS OF THE COMMITTEE OF LANDLORDS AND DIRECTING STAFF TO PROPAGATE THE NECESSARY ORDINANCES AND REGULATIONS – Scanlon reminded council that six

months ago the Committee of Landlords was tasked with the job of coming up with a framework that would meet the city's goal of "Cleaning Up the Community". That work has culminated in tonight's presentation and framework. Now the City needs to take that and turn it into something that can be implemented and is legally binding. **Motion** made by Wright, seconded by Caldwell to approve Resolution 896 – Accepting the recommendations of the Committee of Landlords (COL) and directing staff to propagate the necessary ordinances and regulations as presented. Yeas: All.

RESOLUTION 897 – DIRECTING STAFF TO PROCEED WITH REMOVING STRUCTURES LOCATED AT 1926 PARKER AVENUE – Scanlon reminded council that an inspection of city property was completed last summer. The Adair house received a "F" rating. Staff had Gordon and Associates look one more look at the property and they are recommending that the house be removed because it is beyond repair. The history of this property is in the land and not so much in the structure. Council Member LaDuex said that the John Brown Foundation has a few concerns regarding the demolition of the Adair house. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 897- Directing staff to solicit proposal for the removal of the structure at 1926 Parker as presented. Yeas: All.

RESOLUTION 898 – CREATING AND MAINTAINING AN ANNUAL MARKETING AND PROMOTIONAL PLAN FOR THE CITY OF OSAWATOMIE, KANSAS – Scanlon said that starting on an annual basis staff will present to council a marketing and promotional plan for the City of Osawatomie. The budget for 2021 relates to the Flint Hills Trail. Grant money was received for some of the items. **Motion** made by LaDuex, seconded by Caldwell to approve Resolution 898 – Creating and maintaining an annual marketing and promotional plan for the City of Osawatomie, Kansas as presented. Yeas: All.

RESOLUTION 899 – ACCEPTING THE INCREASED VALUE OF THE WATER TOWER(S) LEASES FROM TOWER POINT ACQUISITIONS, LLC – Scanlon was contacted in the fall by Tower Point Acquisitions for the sale of tower leases used by cellular phone companies to provide services to their customers. Tonight's resolution starts the paperwork necessary to transfer some of those rights. After review by Ehlers, Inc. the sales value was increased to \$300,000. **Motion** made by LaDuex, seconded by Lawrence to approve Resolution 899 – Accepting the increased value of the water tower(s) leases from Tower Point Acquisitions, LLC as presented. Yeas: All.

COUNCIL REPORTS.

Cathy Caldwell ~ expressed concern regarding play street that took place on Main Street. There were several complaints from both residents and business owners. Caldwell asked if we should consider rescinding the special use permit for July 24th. Scanlon assured council that the staff will make procedural changes and talk with the businesses before the next event. The city takes responsibility for the lack of communication. The event was done with good intentions but with poor execution. Caldwell mentioned that she did a ride along with Nuisance Officer David Ellis. This opened her eyes on the improvements that have been made but also showed what they have to do and how far they go to help the community.

Nick Hampson ~ Lights on the Lake parade is tomorrow. Hampson thanked the Committee of Landlords. It was a very nice presentation.

Karen LaDuex ~ Thanked the Committee of Landlords for all the work that they have done. LaDuex expressed her apologies concerning the event downtown on Wednesday.

Kenny Diehm ~ Thanked the Committee of Landlords. Diehm attended their first couple of meetings and the committee has come a long way.

MAYOR'S REPORT – Govea also attended the first couple of meetings for the Committee of Landlords and they have really stepped forward and made a big difference. We really messed up on the event downtown this week. You learn from your mistakes and hopefully this will not happen again.

Thank you to the Pride Committee for the memorial replacement tree plantings that they did last week. They also replaced the fence around the soldier's monument and did some clean up.

Thank you to the County Commission for recognizing me yesterday with a Proclamation for Mayor of the Year and for being such good collaborators and leaders County-wide.

Thank you to Mr. Scanlon for his invitation to meet with Lt. Governor Toland to discuss the implementation of a \$150 million rural broadband grant in Kansas. Thank you for taking the time to make sure our city has a seat at the table.

Thank you again to Ed Beaudry and David Ellis for beautifying our community and getting new homes built.

CITY MANAGER & STAFF REPORTS. – Scanlon thanked the Committee of Landlords for stepping forward. The more we work together the more time Scanlon has to do other things like infrastructure. Scanlon reminded council of the five goals: clean up the community, repair and maintain streets, economic development, housing of all types and infrastructure. Scanlon discussed a few of the grants that staff is working on.

EXECUTIVE SESSION. - None

OTHER DISCUSSION/MOTIONS.

LaDuex – discussed parade plans and which council members would ride in the parade.

Motion made by Caldwell, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:32 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

May 6, 2021

Mike Scanlon, City Manager
 City of Osawatomie, Kansas
 439 Main Street
 Osawatomie, KS 66064

Re: 20-1414L - Osawatomie WWTP Improvements

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of **April** as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	48.0%	\$56,160.00
2. Final Design Phase*	\$92,000.00	0.0%	\$0.00
3. Bidding and Negotiating Phase	\$20,000.00	0.0%	\$0.00
4. Approvals and Permitting	\$15,000.00	0.0%	\$0.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00

*Updated, refer to Contract Amendment 01

Subtotal Amount Due: \$14,040.00
 Total Completed to date: \$56,160.00
 Prior Billings to Date: \$42,120.00

Resident Project Observation

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Additional Services

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Total Amount Due: \$14,040.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

July 6, 2021

Mike Scanlon, City Manager
 City of Osawatomie, Kansas
 439 Main Street
 Osawatomie, KS 66064

Re: 20-1414L - Osawatomie WWTP Improvements

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of **June** as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	12.0%	\$11,040.00
3. Bidding and Negotiating Phase	\$20,000.00	0.0%	\$0.00
4. Approvals and Permitting	\$15,000.00	0.0%	\$0.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00

*Updated, refer to Contract Amendment 01

Subtotal Amount Due: \$36,780.00
 Total Completed to date: \$128,040.00
 Prior Billings to Date: \$91,260.00

Resident Project Observation

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Additional Services

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Total Amount Due: \$36,780.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

July 6, 2021

Mike Scanlon, City Manager
City of Osawatomie, Kansas
439 Main Street
Osawatomie, KS 66064

Re: 20-1449L - Preliminary Evaluation Memorandum - Drinking Water System

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of June as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Evaluation Memorandum	\$5,000.00	100.0%	\$5,000.00
		Subtotal Amount Due:	\$1,000.00
		Total Completed to date:	\$5,000.00
		Prior Billings to Date:	\$4,000.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
Project Engineer



July 6, 2021

Mike Scanlon, City Manager
City of Osawatomie, Kansas
439 Main Street
Osawatomie, KS 66064

Re: 21-1233L - Wastewater Collection System PER

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of June as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. GIS, CCTV Review, and PER	\$19,000.00	4.0%	\$760.00
		Subtotal Amount Due:	\$760.00
		Total Completed to date:	\$760.00
		Prior Billings to Date:	\$0.00

Sincerely,

BG CONSULTANTS, INC.

Paul Owings, P.E.
Project Engineer

July 6, 2021

Mike Scanlon, City Manager
City of Osawatomie, Kansas
439 Main Street
Osawatomie, KS 66064

Re: 21-1234L - Drinking Water System PER

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of June as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Engineering Report	\$6,500.00	90.0%	\$5,850.00
		Subtotal Amount Due:	\$5,850.00
		Total Completed to date:	\$5,850.00
		Prior Billings to Date:	\$0.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
Project Engineer



District Courts:

1. 1st Judicial District
 - Leavenworth, KS County
 - Atchison, KS County
2. 6th Judicial District
 - Bourbon, KS County
 - Linn, KS County
 - Miami, KS County
3. 15th Judicial District
 - Cheyenne, KS County
 - Logan, KS County
 - Rawlins, KS County
 - Sheridan, KS County
 - Sherman, KS County
 - Thomas, KS County
 - Wallace, KS County
4. 17th Judicial District
 - Decatur, KS County
 - Graham, KS County
 - Norton, KS County
 - Osborne, KS County
 - Phillips, KS County
 - Smith, KS County
5. 23rd Judicial District
 - Ellis, KS County
 - Gove, KS County
 - Rooks, KS County
 - Trego, KS County
6. 26th Judicial District
 - Grant, KS County
 - Haskell, KS County
 - Morton, KS County
 - Seward, KS County
 - Stanton, KS County
 - Stevens, KS County
7. 30th Judicial District
 - Barber, KS County
 - Harper, KS County
 - Kingman, KS County
 - Pratt, KS County
 - Sumner, KS County
8. 31st Judicial District
 - Allen, KS County
 - Neosho, KS County
 - Wilson, KS County
 - Woodson, KS County

Counties:

1. Shawnee County

2. Norton County

State Agencies:

Kansas Department of Health and Environment



Municipalities:

1. Altoona
2. Andover
3. Atwood
4. Auburn
5. Augusta
6. Baldwin City
7. Basehor
8. Baxter Springs
9. Bel Aire
10. Bird City
11. Bronson
12. Burlingame
13. Caldwell
14. Chapman
15. Cheney
16. Cherryvale
17. Clay Center
18. Clearwater
19. Clifton
20. Columbus
21. Colwich
22. Concordia
23. Conway Springs
24. Dodge City
25. Douglass
26. Edna
27. Edwardsville
28. Ellis
29. Erie
30. Eudora
31. Eureka
32. Fairway
33. Florence
34. Ford
35. Galena
36. Garden Plain
37. Garnett
38. Goessel
39. Grandview Plaza
40. Gypsum
41. Halstead
42. Hays
43. Haysville
44. Herington
45. Hesston
46. Hiawatha
47. Hoisington
48. Holcomb
49. Horton
50. Hutchinson
51. Ingalls
52. Iola
53. Johnson
54. Junction City
55. Kansas City
56. Kingman
57. La Cygne
58. Lakin
59. Lansing
60. Lenexa
61. Leoti
62. Lincoln Center
63. Linsborg
64. Long Island
65. Louisburg
66. Lyndon
67. Madison
68. Maize
69. Manhattan
70. Marysville
71. Merriam
72. Minneola
73. Minneapolis
74. Mission Hills
75. Mound City
76. Mound Valley
77. Mount Hope
78. Neodesha
79. Newton
80. Norton
81. Oakley
82. Oberlin
83. Offerle
84. Olathe
85. Olpe
86. Osage City
87. Osawatomie
88. Overbrook
89. Parsons
90. Phillipsburg
91. Plainville
92. Pleasanton
93. Prairie Village
94. Roeland Park
95. Russell
96. Saint George
97. Saint John
98. Saint Marys
99. Salina
100. Scott City
101. Scranton
102. Sedan
103. Sedgwick
104. Sharon
105. Shawnee
106. South Hutchinson
107. Spring Hill
108. Stafford
109. Stockton
110. Topeka
111. Uniontown
112. Valley Center
113. Wakeeny
114. Wakefield
115. Wamego
116. Waterville
117. Wellington
118. Winchester
119. Winona


GOVERNMENT COLLECTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, _____ by and between CBK, Inc., a corporation hereinafter referred to as “AGENCY” and, _____, a governmental entity, hereinafter referred to as “CLIENT”.

WITNESSETH:

WHEREAS, CLIENT desires to designate various accounts for collections; and WHEREAS, Agency desires to accept and pursue said claims.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to collect accounts forwarded. Collection activities shall be in compliance with Federal, State and Local laws and regulations, including the Fair Debt Collection Practices Act. Agency shall be courteous and businesslike, consistent with the image and reputation of Client. To the best of their ability, Client warrants that all accounts are valid and legally enforceable debts. Client will send accurate and legitimate claims and further agrees to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts forwarded as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
 - a. AGENCY/ AR; Agency shall charge, and Client agrees to pay Agency, a fee on principal amounts collected at a rate of 30 % on all accounts forwarded to Agency (in the event the Client has an Ordinance, agreement, or contract in place allowing for fees to be added to the debt, Agency would then add the percentage to the amount turned for collection).
 - b. Municipal Court Debts: The cost of collections for these debts will be added to the amount forwarded and charged to the debtor. Agency will pay Client 100% of the amount forwarded, when collected. The rate the Agency will charge for these debts will be 30 %.
 - c. AGENCY/ CHECKS; At the election of the Client, Agency will collect on returned checks that are sent both electronically and manually. Agency will pay the Client **100%** of the face amount collected and 0 % of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client 0 % of any damages collected on any check that is collected through legal action. Agency shall retain any attorney fees assessed, pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A with this agreement.
 - d. All interest that is charged on all accounts forwarded to Agency by Client will be split at a rate of 0 % for the Client and 100 % for the Agency.
 - e. REFERRAL TO ATTORNEY; The Agency shall institute legal proceedings in the name of Client with the attorney of Agency's choosing. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the Client and all court costs, surcharges, and other litigation expenses will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
 - i. The fees stated in (c) are intended to cover a routine case through the district court level. Unusual situations, such as counter claims, appeals, or bankruptcy litigation, are not covered. In the event of such unusual situations, cross petition or any other claim, Agency will advise Client in a timely matter. Client has the option to either recall the matter and defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
 - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law.
3. STATEMENTS; The Agency will submit monthly statements to Client of the net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at

_____ or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.

4. RECORDS; The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. COMPROMISE SETTLEMENT; Agency shall not have authority to accept a compromise settlement on the amount forwarded, without the Client's prior approval.
6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party of intent of non-renewal at least 90 days prior to the anniversary date.
7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts on which judgment has been rendered through the means of legal action, Agency will charge and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. REPORTS; Agency shall submit the following reports to Client monthly:
 - a. Acknowledgment (Report sent based on when Client forwards accounts...monthly, bi monthly or weekly)
 - b. Cancellation/Deletion
 - c. Transmittal/Client Statement
9. INDEMNITY;
 - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and agents, or any of them from failure of the Agency to comply with the provisions of this Agreement.
 - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. GENERAL PROVISIONS;
 - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
 - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
 - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
 - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
 - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective upon receipt.
 - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
 - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
11. CONFIDENTIALITY; Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes. Agency shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood that the Agency's obligation to not disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement. The terms and conditions of this agreement will not be disclosed to anyone or any entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings, and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and

the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile and/or email shall be effective as delivery of a manually executed counterpart of this Agreement.

- 13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
- 14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
- 15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

AGENCY:

CLIENT:

CBK, Inc.

Address:

Address:

3615 SW 29th St

Topeka, KS 66614

Phone: _____

Authorized Representative:

Authorized Representative:

Name: _____ (please print)

Name: _____ (please print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Submission to the State of Kansas Setoff Program

In the effort to continue to provide our clients and prospective clients the best service possible, CBK is proud to offer the ability to submit collection accounts to the Kansas Setoff Program on behalf of the client. Below are a few of the many different ways this can benefit you:

- Only have to send information to one place one time.
- No longer managing two collection processes (KS Setoff process and a collection agency process)
- Increase collections by having the State Setoff and a Collection Agency that has collection lawyers on staff with the capability of providing legal collections simultaneously work the account.

This program is designed to provide additional time to the staff of our clients/prospective clients by allowing them to focus on the daily operations and needs for the City/County/State instead of managing a collection process or multiple collection processes. CBK will now manage the collection process for you!

Help your community, team, and yourself by teaming up with CBK!!!



GOVERNMENT & POLITICS

What's driving Prairie Village to outsource its court collections?

BY DAVID TWIDDY
Special to The Star

January 17, 2018 06:32 PM

Prairie Village officials are considering hiring a private collections agency to track down unpaid court fines, reducing the need for the municipal court to issue arrest warrants.

The City Council on Tuesday reviewed an agreement with Topeka-based Collection Bureau of Kansas Inc., or CBK, to take over the job. In return, the company would receive 30-percent of all amounts collected.

Court Administrator Deana Scott told council members that defendants owe the municipal court system \$675,000 in unpaid court fees and fines.

Currently, municipal court officials have few options to get a defendant to appear in court for an unpaid fine other than issuing a warrant, which can lead to additional costs or even jail time, Scott said.

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That approach has attracted scrutiny across the country following a federal Justice Department investigation from 2015 of Ferguson, Mo., which found that many residents faced a continuous cycle of expanding costs because they couldn't afford sometimes minor court fines.

The Kansas Supreme Court last September created an ad hoc committee to review how municipal courts in the state handle fines and fees and award bond for defendants awaiting trial and then suggest best practices.

Municipal Court Judge Karen Torline, who oversees courts in Prairie Village, Shawnee, Roeland Park and Edgerton, is on the committee.

“No one is saying any courts are doing anything wrong,” Scott said. “The state is looking at (it) just to make sure that we're not infringing debtors prison on anyone.”

Under the contract with CBK, the municipal court would give defendants a certain amount of time to either pay their fines or appear before a judge to request a payment plan or argue for a reduced amount because of their financial situation. After that, the case would be handed to CBK.

Scott said the court chose CBK without putting the contract out for bid. She said the company already serves dozens of state, county and municipal courts across Kansas and was one of the few companies that can collect money from defendants directly and use the state's Debt Setoff program.

That program allows the Kansas Department of Administration to collect outstanding debt against individuals and companies through payments from the state, such as tax refunds or lottery awards.

Several council members said they favored the plan because it would help low-income defendants avoid jail and additional expenses. But a few said they had been the mistaken targets of collections efforts in the past and worried about CBK using similar strong-arm tactics.

“I would want to know that this was being done in a respectful manner and a professional manner and that people weren’t feeling harassed and bullied,” Mayor Laura Wassmer said.

Chad Hollins, vice president of sales for CBK, said the company recorded all collections calls and would work closely with court officials to address any complaints in how it handled a case.

“We are in it for the long run,” Hollins said.

The council voted unanimously to move the agreement to the first meeting in February for a final vote.

In other business, the council voted unanimously for an engineering study by Water Resources Solutions that would look for ways to deal with flooding along Brush Creek at 68th Street and Mission Road.

That area saw extensive street flooding and residential basement flooding last summer during severe thunderstorms. Johnson County’s Stormwater Management Advisory Council will pay 75 percent of the study’s \$36,830 cost, with Prairie Village paying \$9,207.

The council is also now livestreams its meetings online. Viewers can watch a live feed of the meetings at the city’s website (<http://pvkansas.com/city-government/city-council-meeting-streaming>), on Facebook (<https://www.facebook.com/CityofPrairieVillage/>) or via YouTube (<http://bit.ly/2Dnmbfi>).

DAVID TWIDDY: DTWIDDY913@GMAIL.COM

SUGGESTED FOR YOU

Kansas Government Collection Methods Comparison



Service Type	KDRS KS Setoff Program	Agenc y	Legal	Collection Bureau of Kansas
Letters being sent to collect		✓	✓	✓
Call Center providing Inbound and Outbound Calls		✓		✓
Collect through means of garnishment (bank account or employer)			✓	✓
Collect from KS Tax Return	✓			✓
Continue collection process once told to cease communications	✓		✓	✓

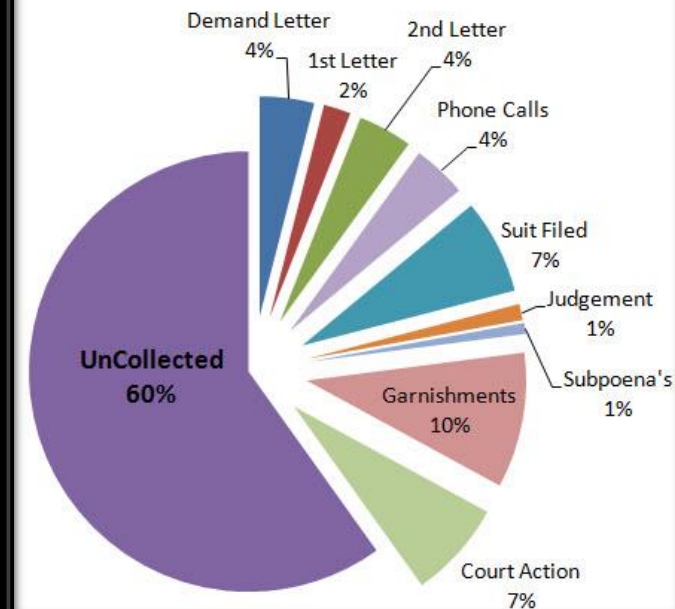
Disclaimer: This information is composed by tCBK. CBK is capable of collecting from a Kansas Tax Return through the utilization of a Client's KDRS (Kansas Setoff) Account or from the assigned to CBK from KDRS. Please contact CBK for more information about this great time saving feature!

LEGAL

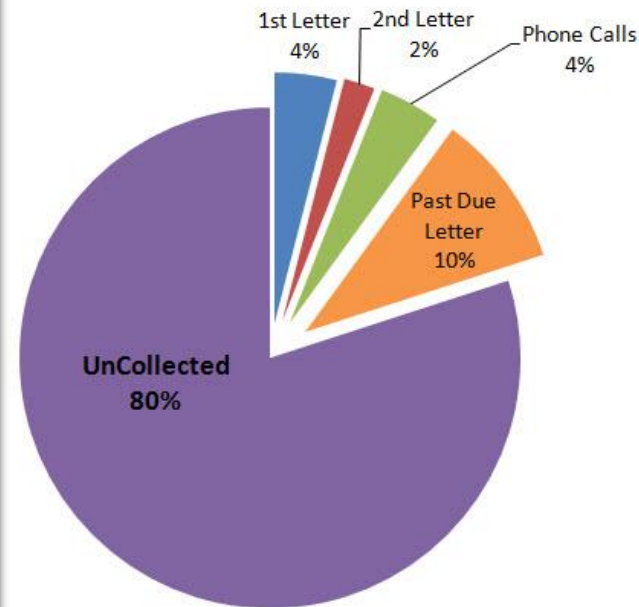
No legal

VS

AGENCY AND LEGAL



STAND ALONE AGENCY



Note: Current clients utilizing Agency + Legal have experienced an increase of over 400% in their returns/accounts receivables, primarily contributed to the additional avenues that the legal approach delivers!!!!

Note: Stand alone agency typically is ONLY able to capture approximately 20%!!!

Delivering a Dynamic Dimension to the Revenue Cycle!!!

Submission to & Management of the Kansas Setoff Program

This program is designed to increase efficiency by providing additional time to the staff of our clients/prospective clients by allowing them to focus on the daily operations and needs for the City/County/State instead of managing a collection process or multiple collection processes.

- ✓ Only have to send information to one place one time.
- ✓ No longer managing two or more collection processes (example: KS Setoff process and a collection agency process)
- ✓ Increase collections by having the State Setoff and a Collection Agency that has collection lawyers on staff with the capability of providing legal collections simultaneously work the account.

The Collection Bureau of Kansas can be your ***ONE SOURCE SOLUTION FOR ALL
YOUR COLLECTION NEEDS*** by managing the full collection process!!!

Municipal Court Example:

\$300.00 principle balance remitted to debt set off by client directly in the amount of \$357.00:

If fully paid:

Client: \$300.00
Debt Setoff \$ 57.00 (Assuming a 19% fee)

If remitted by CBK and there is court costs and interest:

\$300.00 principle
\$72.50 court costs
\$90.00 Collection fee (assuming contract for 30% collection rate)
\$18.50 Pre Judgment interest
\$31.53 Post Judgment interest

Total Submitted to Debt Setoff: \$512.53

Assuming the same 19% fee by Debt setoff: \$97.38

Remitted to Client and Agency (assuming a 30% collection rate, interest retained by agency):

	Client	Agency
Principle	\$ 300.00	\$ 0.00
Court Costs	\$ 0.00	\$ 72.50
Collection Fee	\$ 0.00	\$ 90.00
Pre Interest	\$ 0.00	\$ 18.50
Post Int	\$ 0.00	\$ 31.53
KDRS Fee	\$ 0.00	(\$ 97.38)
Court Costs Remitted to Court	\$ 0.00	(\$ 72.50)
Client/Agency Retain	\$300.00	\$ 42.65

The \$97.38 debt setoff charged, will be wholly absorbed by CBK's fees.



The following is suggestive ordinance language for a municipality to adopt to allow for the assessment of the costs to collect debts owed to the city. They should modify it to specifically address their debts, for instance if they do not provide trash and will not, then they can simply remove that term.

Citizen/debtor shall pay any and all charges related to the reasonable costs of collection of any fine/fee/costs of services, as well as any costs/assessments for clean-up of the property for a municipal violation that is the issue herein. This specifically applies to, but is not limited to, charges for water, trash, electricity, property code violation fines, parking tickets, municipal court fines, fees, court costs, interest accrued thereon, and any other debt due and owing to the municipality. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

The following is suggestive administrative/processing fee language for a government entity to implement into their contracts to allow for the assessment of the cost to collect debts owed to the government entity. They should modify it to specifically address their debts, for instance if they do not provide trash and will not, then they can simply remove that term.

Applicant shall pay any and all charges related to the reasonable costs of collection of this account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

The following is suggestive administrative/processing fee language for a government entity to implement into their billing to allow for the assessment of the cost to collect debts owed to the government entity. They should modify it to specifically address their debts, for instance if they do not provide trash and will not, then they can simply remove that term.

Account holder and/or recipient of services shall pay any and all charges related to the reasonable costs of collection of this account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees. This is per (Reference Ordinance/Resolution #) that was passed on (Date) and published on (Date).

Disclaimer: The language/verbiage provided above is general language/verbiage. The above should be reviewed by legal counsel before implementing.



January 17, 2018

Chad Hollins
VP of Sales
Collection Bureau of Kansas
3615 SW 29 St
Topeka, KS 66614

Dear Mr. Hollins, *Chad,*

I wanted to take this opportunity to let you know that during the time we have been in contract with your company the service and courtesy that your collectors have provided to us as well as the defendant is unconditional. Your company carries the same values as we do in handling our defendants with courtesy, honesty and respect.

Your employees have always provided us with professional and prompt responses to any questions or requests we may have.

The client portal makes it extremely convenient not only to submit debts for collection, but to also check the status of the cases we have placed for collection.

Our small city does not have the volume of collections that some of your bigger cities have, but we have never felt that our level of customer service is any less than that of a larger city.

We look forward to many years of working with your organization.

Thank You,

Vonnie Fisher
Municipal Court Manager
City of Fairway, KS

Topeka Municipal Court sees big rise in collections revenue

Judge Miller: 'If you can get blood out of a turnip, I appreciate that'

Posted: July 4, 2015 - 6:01pm

By Tim Hrenchir

tim.hrenchir@cjonline.com

Kansas inmates can earn at most \$1.05 per day at their prison jobs, says the Department of Corrections website.

So Topeka Municipal Court administrative judge Vic Miller said he knew he had picked the right collection agency when — not long after he hired the **Collection Agency of Kansas** to bring in money owed to the court — it garnished the wages of an inmate.

“If you can get blood out of a turnip, I appreciate that,” Miller said this past week.

He spoke at Tuesday’s meeting of the Topeka City Council’s budget committee of the whole, saying the court’s revenue from collections has risen in recent years from about \$10,000 a month under the previous arrangement to about \$50,000 a month so far this year.

“That’s the kind of information that we like to hear, that things are improving and we’re garnering more revenue that should be paid to the city,” said Councilwoman Elaine Schwartz.

Miller — a former Kansas legislator, Topeka city councilman and Shawnee County commissioner — was hired as administrative judge in September 2011. He announced in January 2012 that the court wasn’t renewing its contracts with the two agencies that collected fines and fees for the city, then said in March 2012 that the Collection Bureau of Kansas had been chosen as the new collection agency.

The Collection Bureau has been far more aggressive in collecting debts than its predecessors, Miller told The Topeka Capital-Journal this past week.

He provided Municipal Court records showing that bureau’s average monthly payment amount collected on the court’s behalf rose from \$1,622.32 over the last four months of 2012 to \$7,515.93 for 2013, \$27,213.52 for 2014 and \$52,067.60 for the first five months of this year.

One reason the Collection Bureau’s collection totals have risen so much is because the court initially referred it a small number of accounts while focusing on collecting from those defendants itself, and subsequently over time increased the number of accounts it referred to collections, Miller said.

He said he would prefer to see the court’s defendants pay before the case goes into collections, which results in the defendants having to pay a 30 percent collection fee in addition to whatever they owe the court. The court gives anyone whose payments are 30 days overdue an opportunity to initiate a payment plan to avoid having their account sent to collections, Miller said.

In response Tuesday to a question from Schwartz, Miller acknowledged that some people owe “outrageous amounts” to the court. He told of one such case in which the money recently got paid.

Miller said the previous week he had issued a fine to a Shawnee County Jail inmate who was on disability, raising the amount that man owed the court to \$6,400, when the man suggested the court contact his professional “payee.”

That payee serves as custodian of the man’s finances because the state considers him unable to adequately do it himself, Miller said.

He said he contacted the payee, who responded: “Why, I have \$7,000 of his money. I’ll write you a check.”

“We’re getting all that money,” Miller told council members. “We don’t give up and fines don’t go away.”

Miller said that of the amount that payee paid the court, \$1,161 in fines had been incurred in 1987 and \$1,200 in 1988.

He said: “I have people who appear before me and say, ‘Oh that (ticket) was years ago. I say, ‘Yeah, I know, but what made you think it would go away? You still owe it.’”

The payee for the man who owed \$6,400 also serves as payee for numerous other people, Miller told council members.

He said: “This payee indicated that he wanted to get that money paid to us because he has to carry a higher bond for whatever money he’s holding, so he asked if we had any others. And I said, ‘Well, I don’t know because I only know they’re your client if they bring it up to us.’ And he said, ‘Well, let me send you a list of my clients,’”

Miller said he is going through that list and seeing what other people on it owe money the court can recover.

Legal Services
1000 SW Jackson Street, Suite 560
Topeka, Kansas 66612



Phone: 785-296-0685
Fax: 785-296-7119
ddernovish@kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

February 18, 2016

Collection Bureau of Kansas, Inc.
H. Kent Hollins, Attorney at Law. P.A.
3615 SW 29th St.
Topeka, KS 66614

RE: Contract for collection of receivables with KDHE

Dear Mr. Hollins:

I am taking this opportunity to express my deep gratitude for all the work and effort you have put into helping our office achieve its goals in regards to our collections. Beyond that, your legal team has done a phenomenal job of researching extra issues falling outside your purview, and offering opinions on special cases for our operations.

The initial transition from our incumbent was smooth. Thanks to your company's research, we were able to shore up holes in the process that we did not realize we had. You also offered several suggestions of things we could do in-house, to not only facilitate better recoveries after the cases were turned to you for collection, but better recoveries in some instances so they wouldn't have to be turned. I have come to view your operations as not a third party vendor for the KDHE, but a true partner in our efforts and want to take this opportunity to thank you for your quick attentiveness to our issues as well as the extra efforts you have taken to establish better procedures and protocols for our operations. Your ability to serve us in all functions of the collection process has been extraordinary.

Thank you again for all you have done and KDHE extremely appreciates your efforts on our behalf. I look forward to a long working relationship and if I can be of assistance, please do not hesitate to ask.

Sincerely,

Darian Dernovish
Interim Deputy Chief Counsel



WHY DOES CBK PERFORM BETTER THAN COMPETITORS?

The advantage CBK brings to its' clients are the combination of an in-house legal team within the Agency. This allows CBK's clients to benefit from both agency and legal collections all within a single environment. In today's world, fighting off a pandemic and dealing with all things surrounding that, how much time is left to handle important business? Knowing and understanding the REVENUE CYCLE of collections must include as many resources as possible to provide maximum recoveries. CBK is equipped to any and all of your collection needs. CBK provides the following advantages over other agencies:

- Database
- Professionalism
- Agency/Legal
- Experience
- Willingness to help our Clients

In reading the following and understanding how CBK can really assist you with all of your collection needs, keep one thing in mind. CBK only gets paid when you get paid, you will never pay CBK any collection fees, until CBK has paid you money for collecting your accounts. No up-front costs or hidden fees, you turn your accounts and we will collect your money...simple as that. So, if someone owes you money for anything (services rendered, or items purchased or anything) think of CBK and turn those accounts and let us help your bottom line!

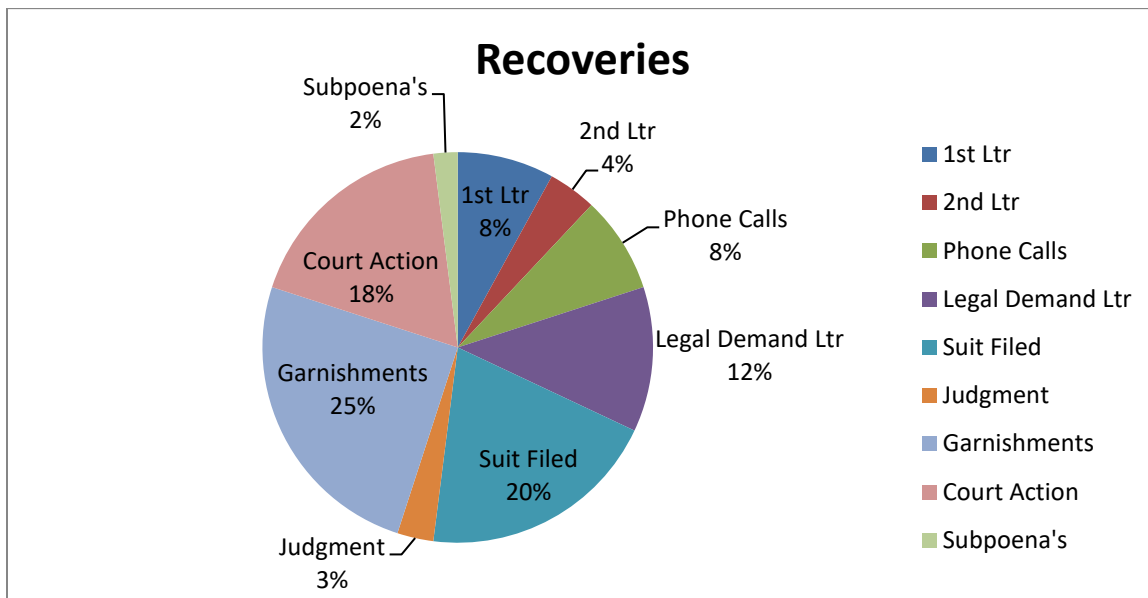
DATABASE: CBK specializes in all types of collection within Kansas and Missouri and provide higher recovery percentages for their clients. CBK markets in Kansas and Missouri, as it best benefits our client base. This practice strengthens the database and allows CBK to reach out to people more effectively within the collection arena. Our client database is concentrated in Kansas and Missouri allowing CBK to specialize collections specifically in these areas. If you can find them, then you have a good chance to collect the debt from them. We have one of the largest databases among our competitors. This is really why you want us. Currently, CBK collects a variety of debt types that include:

1. Government
2. Accounts Receivables
3. Bad Checks
4. Contracts
5. Utility
6. Healthcare/Medical
7. Subrogation

PROFESSIONALISM: CBK prides itself on its professional handling of cases to ensure the positive public image of its clients. CBK keeps quality assurance, compliance and management teams that continuously monitor CALL RECORDINGS. All calls are recorded and easily obtainable if a conversation between an account representative and a debtor is ever questioned. In an attempt to better serve our clients, CBK utilizes a third-party vendor to assist in analyzing every call for quality assurance reasons.

EXPERIENCE: CBK employs a seasoned management team that is directly involved in all operations. H&M has years of experience in Collection law and is an active practicing attorney. Senior management has an average of 25 years' experience with the company, and junior associates and supervisors have an average term of service with the company of 10+ years.

AGENCY / LEGAL: CBK's strength is its combined agency and legal resources that more effectively and efficiently handle accounts in the most time-sensitive manner. Unlike stand-alone agencies with out of state attorney's, CBK does not avoid legal processing when all other efforts have been exhausted. Alternatively, unlike a stand-alone law office, CBK offers the legal arm the technologies available that are generally employed only by agencies (i.e. dialers, state of the art collection management system, fully qualified collections department, predictive analytics and scoring). Furthermore, the legal department does not just depend solely on legal action, but a combination of legal action, letter series, and telephone techniques, combined with the legal capabilities to execute on judgments and turn them into revenue for our clients. This architecture must exist to complete the total revenue cycle, i.e. Agency and Legal all in one. Further, a very important aspect is legal action preserves the statute of limitations perpetually. We have collected bills that have been 10 years and older, agencies cannot do that. To graphically explain what we are talking about, we have depicted a pie chart as to what an agency does and a pie chart as to what the combination of legal and agency generate. The difference is astounding. Agencies cannot compete in this environment.



15 million in annual listings. We pride ourselves in collecting as much as we can as fast as we can for our clients and feel these are a few more reason why CBK stands above others. Our office has excelled at collecting for many Clients in Kansas on all types of debts and feel what sets us apart from those large national agencies are things like:

1. CBK knows the community, represents other clients in the same communities and can find people easier and faster. Debtors speak with people in Kansas, about their Kansas debts.
2. CBK's in-house legal team makes legal action a seamless transition when required.
3. CBK provides extra services at no cost to our clients, such as: Credit report monitoring, to ascertain a debtor's ability to pay, to see when they are making large purchases, getting new credit cards, or paying off other loans/debts. In many cases, we issue subpoenas to credit granters to find pertinent information for those debtors that are adept at evading their obligations, or filing proofs of claim when debtors file bankruptcy on behalf of our clients.

4. Familiarity with all Kansas courts enables ease of use in the legal system, allowing us to fully utilize all different types of collection methods to maximize collections.
5. Lastly, CBK prides itself in making sure each and every Client is not just a number in our database. On boarding new Clients, means new expenses and new tasking. The CBK Client Training Portal provides the ability to receive training on demand along with a proprietary application to make the data entry as easy as possible.

CBK is unique in that being a Kansas/Missouri operated company; we cater specifically to the Kansas/Missouri demographic. CBK utilizes one system for all cases, in agency and legal. Client representatives can give immediate real time information on all cases, no matter the status. Even legal payments are posted just once in CBK's system so there is no delay in remitting and transmitting that information back to the client. This is impossible for Agencies that employ third party legal counsel and must wait to receive that information and funds back.

CBK offers a complete Collection Solution to all clients and can tailor one to fit your needs. With experience in Hospital collections dating back to 1982 and bad check collections dating back to 1993, we fully understand the needs of our clients and potential clients.

- ❖ Collect as much as we can as fast as we can.
- ❖ Treat those we are collecting from in a manner that insures their continued patronage of our client.
- ❖ And always look for better ways to perform for our clients.

We can tailor a program that fits your needs, with as many notices as you would like us to send and make as many phone attempts as you wish and as the laws allow. Our end game is your end game, bring as much resolution to your accounts as we can. Should you wish more information, we would be happy to share a more detailed version of how we handle accounts within our offices.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	June 22, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 894 – A Resolution establishing conditions of maintenance of property located at 313 Lincoln Ave.

RECOMMENDATION: That the City Council approve Resolution 894 – A Resolution establishing conditions of maintenance of property located at 313 Lincoln Ave.

DETAILS: A hearing was held on June 10, 2021 for the property at 313 Lincoln Ave. The hearing was held in accordance with Chapter 8, Section 208, Subsections c-2 that reads, “the person or entity in violation may, within 10 calendar days from the date of the Notice of Violation, request in writing for a hearing before the City Council on the matter as provided in Section 8-210. At the conclusion of the hearing and per Chapter 8, Section 210, Subsection c – the findings of the Governing Body shall be prepared in Resolution form. Resolution 894 is submitted for the City Council’s consideration.

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

RESOLUTION NO. 894

BY THE CITY OF OSAWATOMIE, KANSAS

**A RESOLUTION ESTABLISHING CONDITIONS OF MAINTENANCE OF PROPERTY
LOCATED AT 313 LINCOLN AVE.**

WHEREAS, the City of Osawatomie City Council had a hearing for violation of the Code of the City of Osawatomie, Kansas by Mr. Christopher Lewellen on property located at 313 Lincoln Ave.; and

WHEREAS, the hearing was held in accordance with Chapter 8, Section 208, Subsections c-2 that reads, “the person or entity in violation may, within 10 calendar days from the date of the Notice of Violation, request in writing for a hearing before the City Council on the matter as provided in Section 8-210; and

WHEREAS, at the conclusion of the hearing and per Chapter 8, Section 210, Subsection c – the findings of the Governing Body shall be prepared in Resolution form.

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

SECTION ONE: The City Council upholds the findings of the City’s Code Enforcement Officer and find that Mr. Lewellen the resident at 313 Lincoln was in violation of City Code.

SECTION TWO: That the City Council on the recommendation of the City Manager hereby establishes the following regulatory and fine framework for the property at 313 Lincoln, which includes;

1. For a repeat violation the resident at 313 Lincoln Ave. will be given five (5) days to remedy the repeated violation.
2. If the repeated violation is not remedied within five (5) days the resident shall pay a fine of \$250.00.
3. If the repeat violation extends another five days an additional fine of \$250.00 will be levied and levied on each subsequent day of the violation.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 24th day of June, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	June 22, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 895 – A Resolution adopting the findings of the Five-year Financial Forecast.

RECOMMENDATION: That the City Council approve Resolution 895 – A Resolution adopting the findings of the Five-year Financial Forecast.

DETAILS: On an annual basis the City produces a Five-Year Financial Forecast for its General Fund. That forecast becomes an integral part of the coming year budget(s) and is also used to create long-term financial policies that help sustain the City government over time.

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

RESOLUTION NO. 895

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION ADOPTING THE FINDINGS OF THE FIVE-YEAR FINANCIAL FORECAST.

WHEREAS, the City of Osawatome's overriding goal is to provide its residents with a superior level of services with a budget that the community can afford; and

WHEREAS, the City of Osawatome's City Council through Resolutions 778 and 779 have begun to put in place a financial framework to assist them in managing the financial resources of the City; and

WHEREAS, it is only appropriate for the City to engage in a five-year financial planning process that ensures the effective and efficient delivery of services to the community; and

WHEREAS, it is only appropriate that the City not simply adopt an annual budget but also a set of multi-year budgetary and financial policies to ensure the ongoing operation of the City.

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

SECTION ONE: That the City Council adopt the findings of the 2021 Five-Year Financial Forecast.

SECTION TWO: That the City Council as part of its 2022 Budget discussions look at creating the appropriate financial policies that ensure the findings of the 2021 forecast are applied in future years.

PASSED AND APPROVED by the Governing Body of the City of Osawatome, Kansas, this 24th day of June, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.C
	Date:	July 6, 2021
City Clerk / Chief Finance Officer	From:	Tammy Seamands

RE: Ordinance 3797 is an Ordinance that allows the City to contract with a collection agency to collect delinquent accounts and assess collection costs and fees.

RECOMMENDATION: That the City Council approve Ordinance 3797 – An Ordinance that allows the City to contract with a collection agency to collect delinquent accounts and assess collection costs and fees.

DETAILS: This Ordinance enhances our ability to collect bad debt. We currently use the Kansas Setoff Program to collect the debts of the city. It's important to understand that the state program only "kicks in" when somebody is owed money from the State of Kansas. Otherwise, the debt goes uncollected. I will be providing a short summary of the dollars we are owed during the meeting. Should you have questions in the interim, please contact me at City Hall

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

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. 3797

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, AMENDING CHAPTER 1 OF THE CODE FOR THE CITY OF OSAWATOMIE, KANSAS REGARDING CONTRACTED COLLECTION AGENCY SERVICES TO COLLECT DELINQUENT ACCOUNTS AND ASSESS COLLECTION COSTS AND FEES.

WHEREAS, Chapter 1, Article 8, related to Revenue, Finance and Community Development for the City of Osawatomie, Kansas shall be amended to establish the authority to contract with a collection agency in order to collect outstanding debts from delinquent accounts accrued from unpaid utility bills and City fines, fees and cost of services. The collection process shall also allow for assessment of collection costs and fees to the debtor account holder.

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

Section 1. Amendment. That a new section, 1-805, is hereby created, which shall read as follows:

1-805: DEBT COLLECTION. The City is authorized to contract debt collection services to collect selected delinquent accounts. The debtor account holder owing unpaid utility bills or fines, fees and cost of service charges related to the reasonable costs of collection of any fine/fee/cost of services, as well as any costs/assessments for clean-up of the property for a municipal violation that is the issue therein. This specifically applies to, but is not limited to, charges for water, sewer, trash, property code violations, fines, fees, interest accrued thereon, and any other debt due and owing to the municipality. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

Section 2. Conflicts. All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed in so far as they conflict herewith.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication (or publication of a summary thereof) in the official City newspaper.

PASSED by the governing body of the City on July 8, 2021 and signed and **APPROVED** by the Mayor.

(SEAL)

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.D
	Date:	July 6, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 900 – A Resolution directing staff to prepare a Preliminary Engineering Report (PER) for review by the Kansas Interagency Advisory Committee (KIAC) for the potential funding of the Main Street Terrace project 16th to 18th Street.

RECOMMENDATION: That the City Council approve Resolution 900 – A Resolution directing staff to prepare a Preliminary Engineering Report (PER) for review by the Kansas Interagency Advisory Committee (KIAC) for the potential funding of the Main Street Terrace project 16th to 18th Street.

DETAILS: This particular street and the water services to the area have been a concern for the city since the project began in 2017. That project was started and partially completed and has since been abandoned. I have invited residents in the area to share their concerns and worries. This has been on the top of my list to get fixed and we are at a point it can't wait much longer. The likely amount of money required to fix what we started and replace the street and curbs this is likely around \$1,000,000. We are applying for grants and loans – but this is not a cheap project given the amount of area we are repairing.

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

RESOLUTION NO. 900

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION DIRECTING STAFF TO PREPARE A PRELIMINARY ENGINEERING REPORT (PER) FOR REVIEW BY THE KANSAS INTERAGENCY ADVISORY COMMITTEE(KIAC) FOR THE POTENTIAL FUNDING OF THE MAIN STREET TERRACE PROJECT BETWEEN 16TH STREET AND 18TH STREET.

WHEREAS, the City of Osawatomie has established five goals for the community including “Repair and Maintain Streets”; and

WHEREAS, the City of Osawatomie has developed a conditions inventory that identify street conditions throughout the City; and

WHEREAS, Main Street Terrace is considered failing in both its street conditions and utility connections; and

WHEREAS, Main Street Terrace is in complete need of replacement.

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

SECTION ONE: That the City Staff present a PER to KIAC for the complete replacement of Main Street Terrace from 16th to 18th Street.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of July, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	July 6, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 901 – A Resolution regarding the Governing Body’s Intent to levy a property tax exceeding the revenue neutral rate.

RECOMMENDATION: That the City Council approve Resolution 901 – A Resolution regarding the Governing Body’s Intent to levy a property tax exceeding the revenue neutral rate (RNR).

DETAILS: There were two bills passed (SB 13 and HB 2104) in the last legislature that have dramatically changed how we communicate and calculate our budget. Those two bills and the Budget Calendar we follow has also changed. This is the first year where we will be under new rules and this Resolution is simply a “PLACE HOLDER.” I DON’T KNOW THAT WE ARE GOING TO NEED TO EXCEED THE RNR IN OUR FINAL BUDGET, IF YOU DON’T KNOW YOU PASS A RESOLUTION AND RESERVE A DATE IN THE FUTURE. We are still working on our budget. Unlike past years we are not budgeting based on a dollar limit (aka tax lid) we are budgeting based on a mill rate and maintaining a certain mill rate.

This first budget year it’s going to be bumpy. Understand that starting in 2022 (budget 2023) this same Resolution would require us to do a mailing to all of our residents via the County Clerk. For Budgets 2023 and 2024 the State of KS will cover the cost of that mailing. Then starting with the 2025 Budget should we want to exceed the RNR we would be required to mail public hearing notices to all of our residents at our cost. Again, as we get through the various years and understand how these new laws work it will get easier. Right now, this new to everyone in KS local government and I ask that you bear with us a bit as we figure it out and how to apply it to our situation.

I have attached a two-page infographic, from the League of Kansas Municipalities which is the most concise explanation I’ve seen for these new Budget Laws and explains it well.

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

RESOLUTION NO. 901

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Osawatome was calculated as 63.236 mills by the Miami County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Osawatome will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends use the additional mills for three key purposes,

- Transferring Police Officers from the KPERS pensions system to KP&F (to help with recruitment and retention of our Police Officers).
- Increase debt payments to allow for street repair and replacement (to help in repairing out city streets).
- Increase our contributions to the downtown core (to help in its redevelopment following the completion of the OZCommons planning process).

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

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

Section 1. The Governing Body of the City of Osawatome hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for August 26, 2021 at 6:30 p.m. to be held at Memorial Hall, 411 11th St, Osawatome and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Osawatome directs the City Clerk to provide this resolution to the Miami County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

Section 3. This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

PASSED AND APPROVED by the Governing Body of the City of Osawatome, Kansas, this 8th day of July, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.


L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

- The vote on the resolution or ordinance must be conducted at the public hearing to exceed the revenue neutral rate after the governing body has heard from the interested taxpayers.
- The Governing Body CANNOT adopt a proposed budget raising money in excess of the revenue neutral rate until they have adopted a resolution or ordinance to approve exceeding the revenue neutral rate.
 - The order here really matters; you must adopt the ordinance or resolution before you can move on to the budget.

BUDGET CALENDAR IF THE TAXING ENTITY PLANS TO EXCEED THE REVENUE NEUTRAL RATE		
	June 1	Kansas Department of Revenue, Division of Property Valuation, and County Appraisers are required to provide certified assessed valuation figures to the county clerk. K.S.A. 79-5a27
	June 15	By this date, county clerks must provide the estimated assessed valuations and revenue neutral rate to taxing districts. K.S.A. 79-5a27 and SB 13 Sec. 1(a).
	July 20	This is the last Day to notify the county clerk of intent to exceed the revenue neutral rate. SB 13 Sec. 1(b)(2) as modified by HB 2104 Sec 12.
	August 20	This is the earliest day that a revenue neutral rate hearing can be held. SB 13 Sec. 1(b)(3) as modified by HB 2104 Sec. 12. (REMEMBER: Notice of the hearing must be published at least 10 days prior to the hearing)
	September 10	This is the last day to publish notice of the revenue neutral rate hearing AND the budget hearing. SB 13 Sec. 1(b)(3) as modified by HB 2104 Sec. 12.
	September 20	This is the last day to hold revenue neutral rate hearing AND budget hearing. SB 13 Sec. 1(b)(3) as modified by HB 2104 Sec. 12.
	October 1	This is the last day to certify to the county clerk the amount of ad valorem tax to be levied and the last day to certify the budget. SB 13 Sec. 3(b) as modified by HB 2104 Sec. 12.

- **SB 13 Penalty Clause:** If the governing body fails to adhere to the requirements of SB 13 (as amended by HB 2104), the taxing entity will be required to refund any tax levied in excess of the revenue neutral rate.
 - If the city decides not to exceed the revenue neutral rate, the city will want to be in contact with your county clerk to ensure that when final assessed values are calculated (On October 1), that the city’s mill levy does not exceed the revenue neutral rate. If it does, and the city did not have the hearing, the city will need to adjust the budget to a dollar amount equal to the amount raised using the revenue neutral rate to avoid having to refund any amount raised in excess of the revenue neutral rate.

The Basics of SB 13/HB 2104: Legislation Requiring a Hearing to Exceed the Revenue Neutral Rate

What are SB 13 and HB 2104?

During the 2021 legislative session, the tax lid was removed and the legislature enacted SB 13 and HB 2104. This legislation establishes new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate. These requirements take effect this year (2021), for a city's 2022 budget.

What is a Revenue Neutral Rate (RNR)?

The tax rate in mills that would generate the same property tax revenue in dollars as levied the previous tax year using the current tax year's total assessed valuation.

How is the Revenue Neutral Rate Calculated?

To calculate the revenue neutral rate, the County Clerk shall divide the property tax revenue for such taxing subdivision levied for the previous tax year by the total of all taxable assessed valuation in such taxing subdivision for the current tax year, and then multiply the quotient by 1,000 to express the rate in mills. (SB 13 Sec. 1(e)(2))

What is a Tax Rate Hearing?

A Tax Rate Hearing is a hearing to exceed the Revenue Neutral Rate (RNR).

$$\text{RNR} = \frac{\text{Last year's total property tax raised in dollars}}{\text{This year's assessed valuation as of June 15}} \times 1,000$$

Year-to-Year RNR Sample Calculation

2021 Budget	2022 Budget
• City Levied \$900,000 in property tax	• In 2021 budget, City levied \$900,000
• Assessed Valuation of property = \$29,000,000	• Assessed Valuation changes to \$31,000,000
• Value of one mill = \$29,000	• Value of one Mill = \$31,000
• Mill Rate = $\left(\frac{\$900,000}{\$29,000,000} \right) \times 1,000$	• Revenue Neutral Rate = $\left(\frac{\$900,000}{\$31,000,000} \right) \times 1,000$
31.034 mills	29.032 Mills

What is the Process to Exceed the RNR (setting a mill levy higher than the RNR)?

1. Notify the County Clerk by July 20 with intent to exceed the revenue neutral rate.
2. Place a notice on the city website and in a newspaper of general circulation in the county 10 days prior to the hearing.
3. No earlier than August 20 and no later than September 20, conduct a tax rate and budget hearing giving taxpayers an opportunity to comment on the budget.
4. Adopt a resolution or ordinance to exceed the revenue neutral rate.
5. Adopt the proposed budget.
6. By October 1, certify to the County Clerk the amount of ad valorem tax to be levied by the City.



1. **The tax lid was about actual dollars. The revenue neutral rate is about the MILL LEVY not total dollars!**
2. **If the City does not hold a hearing to exceed the revenue neutral rate, the City will need to work with the County Clerk to ensure that, when final assessed values are calculated, the City's mill levy does not exceed the revenue neutral rate. If it does, the city will need to amend the budget or refund any property taxes levied in excess of the revenue neutral rate.**

Applying SB 13/HB 2104 to the Budget Process

STEP 1

Receive Revenue Neutral Rate from the County Clerk by June 15.

STEP 2

Determine the budget needs for City's upcoming budget year and determine the amount of property tax will be required to fund the budget.

STEP 3

Determine if the amount needed will require a tax levy exceeding the Revenue Neutral Rate.

If YES, follow these steps:

1. Notify the County Clerk by July 20 with the City's intent to exceed the revenue neutral rate.
2. Beginning in 2021 (for 2022 budget year), publish a notice on the city website and a newspaper of general circulation in the county. Notice must be given 10 days before the hearing. The notice must provide details for both a tax rate hearing and budget hearing.
3. No earlier than August 20 and no later than September 20, conduct a tax rate and budget hearing giving taxpayers an opportunity to comment on the budget.
4. Adopt a resolution or ordinance to exceed the revenue neutral rate.
5. Adopt the proposed budget or any lesser amount. A budget cannot exceed the amount proposed.
6. On or before October 1, certify to the County Clerk the amount to be levied.

If NO, follow these steps:

1. On or before August 5, publish the proposed budget and hearing notice (must include the RNR).
2. On or before August 15, hold a public hearing on the budget.
3. On or before August 25, certify the City budget and tax levies to the County Clerk.

NOTE: If the City does not hold a hearing to exceed the revenue neutral rate, the City will need to work with the County Clerk to ensure that, when final assessed values are calculated, the City's mill levy does not exceed the revenue neutral rate. If it does, the city will need to amend the budget or refund any property taxes levied in excess of the revenue neutral rate.



Beginning in 2022, the County Clerk will mail Revenue Neutral Rate notifications to all taxpayers.



Find this infographic, and other League infographics visit our website, www.lkm.org/infographics.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	July 6, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 902 – A Resolution directing staff to begin the process of organizing the Kansas Association of Trail Towns (KATT).

RECOMMENDATION: That the City Council approve Resolution 902 – A Resolution directing staff to begin the process of organizing the Kansas Association of Trail Towns (KATT).

DETAILS: The City of Osawatomie has made a significant investment in bringing the Flint Hills trail into our Town. It’s important that we continue to leverage that investment. In order to bring benefit not only to our community but the other communities along the Flint Hills Trail it’s important for us to all organize and bring “economies of scale” as we begin promoting and marketing the trail. The Kansas Department of Wildlife Parks and Tourism (KDWPT) continues to make significant investments in the Flint Hills Trail and call it the “Crown Jewel” of the Kansas trail system. If we as communities can organize our efforts at promoting and using the trail, we will bring tourism to our communities and Kansas. Tourism dollars that make a positive difference to all of us.

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

RESOLUTION NO. 902

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS DIRECTING STAFF TO BEGIN THE PROCESS OF ORGANIZING THE KANSAS ASSOCIATION OF TRAIL TOWNS

WHEREAS, more than 5,000 miles of trail have been developed in the State of Kansas; and

WHEREAS, the Flint Hills Trail is the crown jewel of Kansas trails and extends 117 miles from Osawatomie to Herington; and

WHEREAS, the Flint Hills Trail is the seventh-longest rail-trail in the United States and the longest trail in Kansas; and

WHEREAS, the Flint Hills Trail follows the general route of the Santa Fe National Historic Trail and is a component of the coast-to-coast American Discovery Trail; and

WHEREAS, the towns of Osawatomie, Rantoul, Ottawa, Pomona, Vassar, Osage City, Miller, Admire, Allen, Bushong, Council Grove, Wilsey and Herington create unique destinations along the Flint Hills Trail.

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

Section 1. The Governing Body hereby directs the City Manager to contact communities along the Flint Hills Trail and begin the formation of the Kansas Association of Trail Towns (KATT).

Section 2. The Governing Body hereby directs the City Manager to work closely with the Kansas Department of Wildlife Parks and Tourism (KDWPT) in promoting Walker Station and Mile Zero in Osawatomie and assisting with the development of KATT.

Section 3. The Governing Body hereby directs the City Manager to work closely with the Miami County Economic Development office in promoting Walker Station and Mile Zero in Osawatomie and assisting with the development of KATT.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of July, 2021, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk