

OSAWATOMIE CITY COUNCIL

AGENDA

September 26, 2013

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
 - A. Approve September 26 Agenda
5. Presentations; Comments from the Public
 - A. Public Comments
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
6. Public Hearing – none
7. Unfinished Business
 - A. Review of Recommended Zoning Regulations from Planning Commission
8. New Business
 - A. Appointments - none
 - B. L&K Sanitation Contract Renewal
9. Council Reports
10. Mayor's Report
11. City Manager's Report
12. Executive Session
13. Adjournment

REGULAR MEETING – October 10, 2013

REGULAR MEETING – October 24, 2013



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 26, 2013

AGENDA ITEM: Zoning Regulation Update

PRESENTER: Don Cawby, City Manager
Scott Michie, City Planner

ISSUE SUMMARY:

The Process. In August 2012 we asked our on-call planner, Scott Michie, to help us update and overhaul our zoning regulations. While the majority of the old regulations were very good, basic regulations based upon sound planning principles, they were difficult for staff to navigate. The rules, process and exceptions for one situation were often scattered throughout the document in several different places. We also discovered that some regulations were overly complex or in some situations difficult to enforce. For these reasons we opted for this update so that we could make some common sense changes to allow for re-development and also to make our community attractive to new development.

The process started with Scott developing a new basic regulation package. We reviewed the proposal in a joint meeting of the Planning Commission and City Council and provided some direction to the Planning Commission in their deliberations. Then over the next several months the Planning Commission worked through the regulations section by section to discuss the basic regulations and the hot button issues contained in the new document. Also, I reviewed these regulations numerous times and Scott and I sat down in person three times for extended sessions to walk through the regulations page by page. Through these reviews we were able to come up with solutions for issues identified by the Planning Commission.

The Planning Commission conducted a public hearing in May. Scott and I also conducted a two-hour open house prior to that hearing. Neither of those meetings was attended by members of the public, which was not unexpected. After the hearing we had two meetings to implement any further changes and to do one final substantive edit of the material. We did have one member of the public come to that meeting to discuss concerns over the "hardship" provision

of variances. The documents that you have before you are a product of all of these meetings. On September 11, 2013 the Planning Commission voted unanimously to recommend to the Council for adoption the attached Zoning Regulations, Subdivision Regulations, Floodplain Regulations and Zoning Map.

Highlights of the New Format.

1. A user-friendly Use Table consolidating land uses by zoning district into a complete table as “Appendix A” (rather than incomplete lists strewn throughout the text). This new table also lists land use codes that more clearly define each land use (rather than simply listing the use and leaving its intent entirely up to interpretation). (153)
2. The new zoning regulations are arranged logically together by Article. The Supplemental District Regulations includes the following sections: Accessory Structures; Setback and Lot Adjustments; Temporary Uses; Fences and Walls; Home Occupations; Other Related Supplemental Uses. (i – iv)
3. Two new appendices for Multifamily Development Standards (Appendix B) and a table of signs permitted by zoning district (Appendix C). (157-166)
4. Graphics illustrate the sign code and several definitions. (59-77)
5. Procedural information (e.g., application submittal requirements) is included in a Procedures Manual with forms and explanatory text, providing additional information for staff and citizens alike.

Highlights of the New Regulations.

1. Consolidated zoning districts and updated the map to reflect the changes. (17)
2. Allow for the creation of Planned Overlay Districts. (17, 121)
3. Minimum lot widths are changed minimally for residential and setbacks are based upon a percentage of lot width. (24-27) A provision is allowed for adjustments to lot setbacks and other requirements established prior to 1999. (36)
4. The maximum lot coverage regulation is removed and instead lot coverage is governed by requiring minimum rear yards and regulating the sizes of accessory structures. (24-27, 37-38)
5. Houses in the Central Business District may continue in use but have to meet R-1 standards for improvements. (28)

6. ADA ramps will be allowed into a setback, but must be done so with minimum intrusion. (35)
7. Establishes the same building criteria for accessory buildings whether attached or detached. (37)
8. Allows for flexibility in accessory building sizes based upon the lot size. (37-38)
9. Allows for outside displays in the downtown business district. (41)
10. Disallow small engine repair as a home-based business. (46)
11. Guidance for Landscaping plans. (79)
12. Legal non-conforming lots will be able to be developed. (83)
13. The limit of damage to non-conforming structures or non-conforming uses is raised to 60 percent of the appraised value of the structure. (84)
14. Abandonment or discontinuance of a use is extended to 12 months. (86)
15. Special Uses are deemed lawful until the use is changed, unless specifically limited. (86)
16. Authorizes the Board of Zoning Appeals to grant a variance based to accommodate the rebuilding of a property after a catastrophic loss, as long as the rebuilding doesn't increase the non-conformity.
17. Updated regulations address some new and changing trends, such as temporary storage (Article 5), a more defined site plan review process (Article 11), downtown development guidelines (Article 16), and standards for wireless communication towers and wind turbines (Article 17).
18. Floodplain Regulations were updated to meet FEMA regulations on HVAC height.

Zoning Map Changes. Overall the zoning policies of the City are not radically changed by this update, so this project really doesn't change the zoned uses of land citywide. The map changes are just a re-designation of uses by similar districts. For example, single-family residential is still low-density as before, multifamily is still similar in densities, and commercial/industrial uses are still similar in land use and intent. Therefore, according to law we can issue a new map to show the new zoning designations along with this project.

Procedure Manual. We will adopt the procedure manual after the adoption of these regulations. This is an administrative function and should not be part of the official regulations, so that procedures and forms can be routinely updated.

Subdivision Regulations. The Subdivision regulations have been updated but I believe are not substantially different than our current regulations.

Adoption. To adopt these regulations, the Council must approve the attached ordinance and it must be published in the official newspaper.

Summary. What I believe we now have is a much more “reader-friendly” set of regulations, accompanied by a procedure manual which staff will adopt upon the approval of these regulations. These regulations are decidedly more lenient than a suburban Kansas City metro community, while still providing protection for all property owners that some reasonable standards for development and property use will be maintained.

Also, I believe these regulations will help in business development, as we will have consistent, reasoned and professional approach in our business transactions. With new common sense, user friendly regulations, I believe we will present a good impression to new and current businesses wanting to expand in Osawatomie.

COUNCIL ACTION NEEDED: Review and discuss the proposed zoning, subdivision and floodplain regulations, along with the new zoning map that implements these changes.

STAFF RECOMMENDATION TO COUNCIL: Recommend changing the minimum accessory building square footage to 600 sq. ft. Recommend placing an ordinance for adoption of these regulations on the October 10 agenda.



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 26, 2013

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

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Our contract with L&K expires on December 31st. We have the option to renew for five years with the current contract or go ahead and just do a new contract. I believe that we should go ahead and renew the contract so that we have five years with L&K with another option for five more at the end.

The contract is not significantly different than our current contract other than the time extension and the addition of a current addendum on our yard waste facility being written permanently into the contract.

COUNCIL ACTION NEEDED: Review the proposed contract.

STAFF RECOMMENDATION TO COUNCIL: Approve the new contract.

CONTRACT FOR COLLECTION OF SOLID WASTE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OSAWATOMIE, KANSAS

By: _____
L. Mark Govea , MAYOR

ATTEST:

By: _____
Ann Elmquist, CITY CLERK

STATE OF KANSAS, COUNTY OF MIAMI, SS:

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

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

Notary Public

My Commission Expires:

L & K SERVICES, INC.

By: _____

Larry W. Smith, President

STATE OF KANSAS, COUNTY OF MIAMI, SS:

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

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

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Richard S. Wetzler,
Osawatomie City Attorney

APPENDIX “A”
HOLIDAYS

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

Holiday Collection Schedule:

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

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

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

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

Friday Holiday: Friday collection goes to Saturday

Weekend Holiday: No change to the normal collection schedule.

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

APPENDIX “B”
EXCEPTIONS

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

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

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

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

Container size monthly rates based on weekly frequency

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

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

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

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

The Rates for this Service Work will be as follows:

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

REFUSE RATES FOR 2014

FEE W/ 3 % INCREASE

FEE W/ 3 % INCREASE

	Current	Admin Fees	Total	Increase %	Inc. Amt	Total	Admin Fee	Total	Admin Fee	Total	Fuel %	Fuel Amount	Total	Admin Fee	TOTAL	
Resid.	16.39	-0.50	15.89	0%	0.00	15.89	0.50	16.39	-0.50	15.89	3%	0.48	16.37	0.50	16.87	
1 x 2	16.30	-0.50	15.80	0%	0.00	15.80	0.50	16.30	-0.50	15.80	3%	0.47	16.27	0.50	16.77	
1 x 5	37.92	-0.50	37.42	0%	0.00	37.42	0.50	37.92	-0.50	37.42	3%	1.12	38.54	0.50	39.04	
2 x 2	29.92	-0.50	29.42	0%	0.00	29.42	0.50	29.92	-0.50	29.42	3%	0.88	30.30	0.50	30.80	
2 x 5	72.81	-0.50	72.31	0%	0.00	72.31	0.50	72.81	-0.50	72.31	3%	2.17	74.48	0.50	74.98	
3 x 2	40.90	-0.50	40.40	0%	0.00	40.40	0.50	40.90	-0.50	40.40	3%	1.21	41.61	0.50	42.11	
3 x 5	100.25	-0.50	99.75	0%	0.00	99.75	0.50	100.25	-0.50	99.75	3%	2.99	102.74	0.50	103.24	
2 yd	4 x 2	58.91	-0.50	58.41	0%	0.00	58.41	0.50	58.91	-0.50	58.41	3%	1.75	60.16	0.50	60.66
	4 x 4	93.43	-0.50	92.93	0%	0.00	92.93	0.50	93.43	-0.50	92.93	3%	2.79	95.72	0.50	96.22
	4 x 5	116.46	-0.50	115.96	0%	0.00	115.96	0.50	116.46	-0.50	115.96	3%	3.48	119.44	0.50	119.94
4 yd	4 x 6	139.49	-0.50	138.99	0%	0.00	138.99	0.50	139.49	-0.50	138.99	3%	4.17	143.16	0.50	143.66
	5 x 2	93.43	-0.50	92.93	0%	0.00	92.93	0.50	93.43	-0.50	92.93	3%	2.79	95.72	0.50	96.22
	5 x 4	185.52	-0.50	185.02	0%	0.00	185.02	0.50	185.52	-0.50	185.02	3%	5.55	190.57	0.50	191.07
6 yd	5 x 5	231.57	-0.50	231.07	0%	0.00	231.07	0.50	231.57	-0.50	231.07	3%	6.93	238.00	0.50	238.50
	5 x 6	277.63	-0.50	277.13	0%	0.00	277.13	0.50	277.63	-0.50	277.13	3%	8.31	285.44	0.50	285.94
	6 x 2	139.49	-0.50	138.99	0%	0.00	138.99	0.50	139.49	-0.50	138.99	3%	4.17	143.16	0.50	143.66
8 yd	6 x 4	277.63	-0.50	277.13	0%	0.00	277.13	0.50	277.63	-0.50	277.13	3%	8.31	285.44	0.50	285.94
	6 x 5	345.61	-0.50	345.11	0%	0.00	345.11	0.50	345.61	-0.50	345.11	3%	10.35	355.46	0.50	355.96
	6 x 6	415.74	-0.50	415.24	0%	0.00	415.24	0.50	415.74	-0.50	415.24	3%	12.46	427.70	0.50	428.20
haul own rural	7 x 2	185.52	-0.50	185.02	0%	0.00	185.02	0.50	185.52	-0.50	185.02	3%	5.55	190.57	0.50	191.07
	7 x 4	369.71	-0.50	369.21	0%	0.00	369.21	0.50	369.71	-0.50	369.21	3%	11.08	380.29	0.50	380.79
	7 x 5	461.79	-0.50	461.29	0%	0.00	461.29	0.50	461.79	-0.50	461.29	3%	13.84	475.13	0.50	475.63
	7 x 6	553.88	-0.50	553.38	0%	0.00	553.38	0.50	553.88	-0.50	553.38	3%	16.60	569.98	0.50	570.48
	haul own	1.26	-0.50	0.76	0%	0.00	0.76	0.50	1.26	-0.50	0.76	3%	0.02	0.78	0.50	1.28
	rural	16.39	-0.50	15.89	0%	0.00	15.89	0.50	16.39	-0.50	15.89	3%	0.48	16.37	0.50	16.87

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: Aug 2013	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 8/31/2013
GENERAL OPERATING	111,384.68	1,570,898.90	1,373,362.03	308,921.55		308,921.55
WATER	176,092.76	531,653.96	452,567.55	255,179.17		255,179.17
ELECTRIC	531,388.20	2,390,013.25	2,236,070.59	685,330.86		685,330.86
EMPLOYEE BENEFIT	52,082.33	555,667.65	459,936.34	147,813.64		147,813.64
REFUSE	6,251.94	258,347.71	226,397.45	38,202.20		38,202.20
LIBRARY	115,753.52	14,181.38	25,570.83	104,364.07		104,364.07
RECREATION	713.87	7,616.12	8,329.99	-		-
RURAL FIRE	762.88	12,325.32	15,956.10	(2,867.90)		(2,867.90)
INDUSTRIAL	61,237.37	33,318.25	55,293.46	39,262.16		39,262.16
REVOLVING LOAN	72,758.43	-	-	72,758.43		72,758.43
SPECIAL PARKS & REC	91,072.82	145,992.66	199,669.47	37,396.01		37,396.01
STREET IMPROVEMENTS	99,271.65	86,101.34	30,308.07	155,064.92		155,064.92
BOND & INTEREST	96,891.99	479,903.46	560,202.50	16,592.95		16,592.95
PUBLIC SAFETY EQUIP.	9,847.11	11.14	789.79	9,068.46		9,068.46
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	335,551.80	552,522.11	464,563.73	423,510.18		423,510.18
RECREATION BENEFIT	-	953.11	953.11	(0.00)		(0.00)
GOLF COURSE	4,803.83	162,675.11	179,381.19	(11,902.25)		(11,902.25)
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	9,423.13	55,946.61	55,544.16	9,825.58		9,825.58
EVIDENCE LIABILITY	14,361.29	-	-	14,361.29		14,361.29
CAPITAL - GENERAL	357,726.90	77,825.80	396,282.86	39,269.84		39,269.84
CAPITAL IMP. - STREETS	19,158.54	-	-	19,158.54		19,158.54
CAPITAL IMP - SEWER	-	-	-	-		-
CAPITAL IMP - GRANTS	164,801.26	-	-	164,801.26		164,801.26
CAFETERIA 125 # 50	4,925.74	39,986.31	23,201.02	21,711.03		21,711.03
COURT ADSAP # 51	6,911.00	750.00	-	7,661.00		7,661.00
COURT BONDS # 52	6,521.37	5,668.50	6,662.01	5,527.86		5,527.86
FORFEITURES # 53	57.29	400.00	200.00	257.29		257.29
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	-	-	95.65		95.65
TOTALS	2,359,745.60	6,982,758.69	6,771,242.25	2,571,262.04	-	2,571,262.04

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: August 2013	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	601,627.00		384,142.84	217,484.16
Sports Complex				-
Public Safety	906,283.00		585,315.37	320,967.63
John Brown Cabin	45,666.00		23,555.64	22,110.36
Public Works	237,059.00		169,300.02	67,758.98
Swimming Pool	18,146.00		4,067.75	14,078.25
Cemeteries	103,327.00		53,175.24	50,151.76
Parks & Lakes	-		-	-
Municipal Court	108,417.00		66,831.13	41,585.87
Levees & Storm Water	7,000.00		4,738.09	2,261.91
Library	140,136.00		82,235.95	57,900.05
TOTAL	2,167,661.00	-	1,373,362.03	794,298.97
WATER				
Administration	265,761.00		119,211.88	146,549.12
Water Treatment	854,353.00		216,167.98	638,185.02
Water Distribution	212,437.00		117,187.69	95,249.31
TOTAL	1,332,551.00	-	452,567.55	879,983.45
ELECTRIC				
Administration	762,610.00		520,880.63	241,729.37
Electric Production	2,459,643.00		1,400,104.01	1,059,538.99
Elect Transmission	583,267.00		315,085.95	268,181.05
TOTAL	3,805,520.00	-	2,236,070.59	1,569,449.41
EMPLOYMENT BENEFIT	613,556.00	59,156.13	519,092.47	153,619.66
REFUSE	376,700.00		226,397.45	150,302.55
LIBRARY	26,000.00		25,570.83	429.17
RECREATION	13,456.00		8,329.99	5,126.01
RURAL FIRE	43,720.00		15,956.10	27,763.90
INDUSTRIAL	41,500.00		55,293.46	(13,793.46)
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	240,278.00	1,490.00	201,159.47	40,608.53
ST IMPROVEMENT	129,000.00	94.42	30,402.49	98,691.93
BOND & INTEREST	752,788.00		560,202.50	192,585.50
PUBLIC SAFETY EQUIP.			789.79	(789.79)
FIRE INS PROCEEDS	15,500.00		-	15,500.00
SEWER	836,250.00		464,563.73	371,686.27
REC EMP BENEFITS	2,419.00		953.11	1,465.89
GOLF COURSE	249,090.00	1,247.05	180,628.24	69,708.81
SPECIAL REV (FIRE EQUIP)			-	-
SPECIAL REVENUE (911)	9,897.00		-	9,897.00
LLEBG GRANT			-	-
TOURISM	46,250.00	120.00	55,664.16	(9,294.16)
DISASTER				-
CAPITAL - GENERAL	40,000.00		396,282.86	(356,282.86)
CAPITAL IMP. - STREET				-
CAPITAL IMP - SEWER			-	-
CAPITAL IMP - GRANTS				-
CAFETERIA 125 #50			23,201.02	(23,201.02)
COURT ADSAP #51	3,000.00		-	3,000.00
COURT BONDS #52	20,000.00		6,662.01	13,337.99
FOREITURES #53	3,000.00		200.00	2,800.00
OLD STONE CHURCH #54				-
PAY PAL #55				-
GRAND TOTAL	10,768,136.00	62,107.60	6,833,349.85	3,996,893.75

CASH TRANSACTIONS REPORT

YEAR: THROUGH AUGUST
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 01 - GENERAL OPERATING				
100.101 CASH & INVESTMENTS	111,384.68	1,631,848.89	1,434,312.02	308,921.55
Fund: 01	111,384.68	1,631,848.89	1,434,312.02	308,921.55
Fund: 02 - WATER				
100.101 CASH & INVESTMENTS	176,092.76	537,251.12	458,164.71	255,179.17
Fund: 02	176,092.76	537,251.12	458,164.71	255,179.17
Fund: 03 - ELECTRIC				
100.101 CASH & INVESTMENTS	531,388.20	2,510,716.90	2,356,774.24	685,330.86
Fund: 03	531,388.20	2,510,716.90	2,356,774.24	685,330.86
Fund: 04 - EMPLOYEE BENEFIT				
100.101 CASH & INVESTMENTS	52,082.33	616,128.48	520,397.17	147,813.64
Fund: 04	52,082.33	616,128.48	520,397.17	147,813.64
Fund: 05 - REFUSE				
100.101 CASH & INVESTMENTS	6,251.94	258,347.71	226,397.45	38,202.20
Fund: 05	6,251.94	258,347.71	226,397.45	38,202.20
Fund: 06 - LIBRARY				
100.101 CASH & INVESTMENTS	115,753.52	22,651.10	34,040.55	104,364.07
Fund: 06	115,753.52	22,651.10	34,040.55	104,364.07
Fund: 07 - RECREATION				
100.101 CASH & INVESTMENTS	713.87	7,616.12	8,329.99	0.00
Fund: 07	713.87	7,616.12	8,329.99	0.00
Fund: 08 - RURAL FIRE				
100.101 CASH & INVESTMENTS	762.88	12,325.32	15,956.10	-2,867.90
Fund: 08	762.88	12,325.32	15,956.10	-2,867.90
Fund: 09 - INDUSTRIAL				
100.101 CASH & INVESTMENTS	61,237.37	33,318.25	55,293.46	39,262.16
Fund: 09	61,237.37	33,318.25	55,293.46	39,262.16
Fund: 10 - REVOLVING LOAN				
100.101 CASH & INVESTMENTS	72,758.43	0.00	0.00	72,758.43
Fund: 10	72,758.43	0.00	0.00	72,758.43
Fund: 11 - SPECIAL PARKS & RECREATION				
100.101 CASH & INVESTMENTS	91,072.82	188,600.33	242,277.14	37,396.01
Fund: 11	91,072.82	188,600.33	242,277.14	37,396.01
Fund: 12 - STREET IMPROVEMENT				
100.101 CASH & INVESTMENTS	99,271.65	106,567.37	50,774.10	155,064.92
Fund: 12	99,271.65	106,567.37	50,774.10	155,064.92
Fund: 13 - BOND & INTEREST				
100.101 CASH & INVESTMENTS	96,891.99	479,903.46	560,202.50	16,592.95
Fund: 13	96,891.99	479,903.46	560,202.50	16,592.95
Fund: 14 - PUBLIC SAFETY EQUIPMENT				
100.101 CASH & INVESTMENTS	9,847.11	11.14	789.79	9,068.46
Fund: 14	9,847.11	11.14	789.79	9,068.46
Fund: 15 - INSURANCE PROCEEDS				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84
Fund: 16 - SEWER				
100.101 CASH & INVESTMENTS	335,551.80	561,409.19	473,450.81	423,510.18
Fund: 16	335,551.80	561,409.19	473,450.81	423,510.18

CASH TRANSACTIONS REPORT

YEAR: THROUGH AUGUST
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 17 - RECREATION EMPLOYEE BENEFITS				
100.101 CASH & INVESTMENTS	0.00	953.11	953.11	0.00
Fund: 17	0.00	953.11	953.11	0.00
Fund: 18 - GOLF COURSE				
100.101 CASH & INVESTMENTS	4,803.83	173,478.94	190,185.02	-11,902.25
Fund: 18	4,803.83	173,478.94	190,185.02	-11,902.25
Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
Fund: 20 - SPECIAL REVENUE (911)				
100.101 CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
Fund: 20	9,897.41	0.00	0.00	9,897.41
Fund: 21 - LLEBG GRANT				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00
Fund: 22 - TOURISM				
100.101 CASH & INVESTMENTS	9,423.13	60,001.86	59,599.41	9,825.58
Fund: 22	9,423.13	60,001.86	59,599.41	9,825.58
Fund: 23 - EVIDENCE LIABILITY				
100.101 CASH & INVESTMENTS	14,361.29	0.00	0.00	14,361.29
Fund: 23	14,361.29	0.00	0.00	14,361.29
Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL				
100.101 CASH & INVESTMENTS	357,726.90	77,825.80	396,282.86	39,269.84
Fund: 24	357,726.90	77,825.80	396,282.86	39,269.84
Fund: 25 - CAPITAL IMPROVEMENTS - STREETS				
100.101 CASH & INVESTMENTS	19,158.54	0.00	0.00	19,158.54
Fund: 25	19,158.54	0.00	0.00	19,158.54
Fund: 26 - CAPITAL IMPROVEMENTS - SEWER				
100.101 CASH & INVESTMENTS	0.00	5.80	5.80	0.00
Fund: 26	0.00	5.80	5.80	0.00
Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS				
100.101 CASH & INVESTMENTS	164,801.26	0.00	0.00	164,801.26
Fund: 27	164,801.26	0.00	0.00	164,801.26
Fund: 30 - CLEARING FUND				
100.101 CASH & INVESTMENTS	0.00	4,300,744.81	4,300,744.81	0.00
Fund: 30	0.00	4,300,744.81	4,300,744.81	0.00
Fund: 50 - CAFETERIA 125				
100.101 CASH & INVESTMENTS	4,925.74	40,723.31	23,938.02	21,711.03
Fund: 50	4,925.74	40,723.31	23,938.02	21,711.03
Fund: 51 - COURT ADSAP				
100.101 CASH & INVESTMENTS	6,911.00	750.00	0.00	7,661.00
Fund: 51	6,911.00	750.00	0.00	7,661.00
Fund: 52 - COURT BONDS				
100.101 CASH & INVESTMENTS	6,521.37	7,572.00	8,565.51	5,527.86
Fund: 52	6,521.37	7,572.00	8,565.51	5,527.86
Fund: 53 - FORFEITURES				
100.101 CASH & INVESTMENTS	57.29	400.00	200.00	257.29
Fund: 53	57.29	400.00	200.00	257.29

CASH TRANSACTIONS REPORT

YEAR: THROUGH AUGUST
 City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 54 - OLD STONE CHURCH DONATIONS				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 54	0.00	0.00	0.00	0.00
Fund: 55 - PAYPAL				
100.101 CASH & INVESTMENTS	95.65	0.00	0.00	95.65
Fund: 55	95.65	0.00	0.00	95.65
Grand Totals:	2,359,745.60	11,629,151.01	11,417,634.57	2,571,262.04