

OSAWATOMIE CITY COUNCIL

AGENDA

September 26, 2019

6:30 p.m., City Hall

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

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

  - A. September 26th Agenda
  - B. Council Minutes for August 28, 2019
  - C. Register Report 2019-08
  - D. Special Event Permit – 2020 Soap Box Derby
  - E. Pay Application – Allenbrand-Drews & Associates – Trail Land Survey – \$2,870.00
  - F. Pay Application – Tyler Tech – Hotel & Airfare – \$1,536.52
  - G. Pay Application – JEO – Final Design & Construction – \$3,607.50
  - H. Pay Application – Wood Inc. – Levee Certification – \$9,990.00
  - I. Pay Application – Hall’s Bobcat Service – \$21,589.10
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
  - A. Oath of Office – Interim City Manager Mike Smith
  - B. Commissioner Pretz – Renewal of .25 Sales Tax
8. Unfinished Business
  - A. Charter Ordinance – Post-Election Seating
9. New Business
  - A. Century-link Pole Attachment Agreement
10. Council Report
11. Mayor’s Report
12. City Manager & Staff Reports
  - A. 409 5<sup>th</sup> Street Demo Update –Building Official Ed Beaudry
  - B. Tire Recycling Update – City Manager Mike Smith
13. Other Discussion/Motions
14. Adjourn to Workshop

WORKSHOP

September 26, 2019

On Adjournment of Regular Meeting, City Hall

- 1) Call to Order
- 2) Code Enforcement Discussion

*NEXT REGULAR MEETING – October 10, 2019*

Osawatomie, Kansas. **August 28, 2019.** The Council Meeting was held in the Conference Room at City Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Diehm, Hampson, LaDuex, Caldwell, Macek, Walmann. Councilman Wright was absent. City Staff present at the meeting were: Assistant to the City Manager Meagan Borth and City Clerk Tammy Seamands. Members of the public were: Mike Smith,

**EXECUTIVE SESSION.**

**Motion** made by Hampson, seconded by Walmann to go into executive session for Non-Elected Personnel – Interviewing for Interim City Manager from 6:30– 7:00 p.m. including the Assistant to the City Manager Meagan Borth, City Clerk Tammy Seamands and Mike Smith. Yeas: All. No action taken.

**OTHER DISCUSSION/MOTIONS.**

**Motion** made by Dickinson, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:00 p.m.

*/s/ Tammy Seamands*  
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL OPERATING	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	786.32
			FLEX SPENDING CARDS	786.32
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	2,297.76
			KS WITHHOLDINGS	15.67
			KS WITHHOLDINGS	2,564.04
			KS WITHHOLDINGS	2,628.95
		MISCELLANEOUS HOSKINS, PATRICK	HOSKINS, PATRICK: 18TR045	150.00
		GUARDIAN	INSURANCE PAYABLE	166.12
			INSURANCE PAYABLE	168.56
			CRITICAL ILL INS PAYABLE	134.48
			CRITICAL ILL INS PAYABLE	134.72
			DISABILITY INSURANCE	93.02
			DISABILITY INSURANCE	93.45
			DENTAL INSURANCE	318.85
			DENTAL INSURANCE	321.03
			EMPLOYEE LIFE INSURANCE	241.27
			EMPLOYEE LIFE INSURANCE	242.79
			VISION INSURANCE	62.06
			VISION INSURANCE	62.56
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	1,197.67
			MEDICAL INSURANCE	1,219.80
			MEDICAL INSURANCE	1,423.60
			MEDICAL INSURANCE	1,440.59
			MEDICAL INSURANCE	1,587.82
			MEDICAL INSURANCE	1,225.96
		KANSAS PAYMENT CENTER	CHILD SUPPORT	399.35
			CHILD SUPPORT	399.35
			CHILD SUPPORT	399.35
		MISSISSIPPI DEPARTMENT OF HUMAN SERVIC	CHILD SUPPORT	66.76
			CHILD SUPPORT	66.76
			CHILD SUPPORT	66.76
		KPERS	KPERS 2	1,049.50
			KPERS 2	52.82
			KPERS 2	1,075.88
			KPERS	2,758.30
			KPERS	2,603.48
		VANTAGEPOINT TRANSFER	ICMA	709.01
			ICMA	709.01
			ICMA	751.24
		EFTPS	FEDERAL WITHHOLDINGS	5,346.83
			FEDERAL WITHHOLDINGS	45.05
			FEDERAL WITHHOLDINGS	5,991.28
			FEDERAL WITHHOLDINGS	6,415.09
			SOCIAL SECURITY WITHHOLDIN	4,046.97
			SOCIAL SECURITY WITHHOLDIN	38.50
			SOCIAL SECURITY WITHHOLDIN	4,475.12
			SOCIAL SECURITY WITHHOLDIN	4,748.32
			MEDICARE WITHHOLINGS	946.50
			MEDICARE WITHHOLINGS	9.00
			MEDICARE WITHHOLINGS	1,046.60
			MEDICARE WITHHOLINGS	1,110.63_
			TOTAL:	64,690.87
ADMINISTRATION	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	831.15
		FIRST OPTION BANK	COSOFTWARE FOR IT - CITY H	41.96
			INTERNATIONAL FEE - SOFTWA	0.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HARDWARE FOR PD - PO	1,149.95
			LIGHT BOX FOR CITY HALL	28.55
		FIRST PLACE TROPHIES LARRY E. HOOVE	NAME PLATES FOR COUNCIL ME	30.00
		KANSAS CITY POWER & LIGHT CO.	UTILITY SERVICES	18.51
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	116.67
		KANSAS GAS SERVICE	GAS SERVICES	47.82
			GAS SERVICES	47.25
		MIAMI LUMBER INC.	HD CORED CI PLUG	14.95
		VIKING INDUSTRIAL SUPPLY	TRASH BAGS, BAGS, PAPER TO	90.55
		QUILL CORPORATION	ENVELOPES, INK	16.98
			HIGHLIGHTERS	29.84
			HAND SNTZR - PURELL	6.99
			PALMOLIVE DISH SOAP	4.16
			SPONGES	4.92
			FEBREESE	6.99
			BATTERIES	21.24
			STICKY NOTES	4.30
		MISCELLANEOUS BORTH, MEAGAN	BORTH, MEAGAN: ICMA CONFER	1,721.20
		WICHITA STATE UNIVERSITY	COURT CLERKS 11/11-15/2019	485.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	135.00
		JARRED GILMORE & PHILLIPS PA	2019 AUDIT	4,100.00
		TALLEY, DEBBIE	MEMORIAL HALL CUSTODIAN	375.00
		BRADLEY AIR CONDITIONING & HEATING	AIR CONDITIONER WORK AT MH	125.00
		WEX BANK	FUEL	25.69
		VERIZON WIRELESS	INTERNET/PHONE	80.02
		MCDANIEL, JENNIFER	CONSULTING FEE	1,500.00
		PALACE HARDWARE	TFE PASTE GALV PLUG CAP NI	31.52
			PINE SHIM/TOOL BIN	14.37
			72W A19 WHITE PART	8.99
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	1,556.61
		VANTAGEPOINT TRANSFER	ICMA	12.50
			ICMA	12.50
			ICMA	18.75
		RICOH USA, INC.	COPIES	37.06
		RICOH USA, INC.	COPIER LEASE	332.77
		RICOH USA, INC.	COPIER LEASE	128.31
			COPIES	714.84
		REDISHRED KANSAS INC.	SHREDDING	30.00
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	49,359.09
			TOTAL:	63,317.76
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	WIRE STRIPPERS & CONNECTOR	31.40
		KANSAS CITY POWER & LIGHT CO.	UTILITY SERVICES	366.02
		FAMILY CENTER FARM & HOME	SHOVEL	35.98
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	22.75
		RURAL WATER DIST. #1	WATER SERVICE	16.92
			WATER SERVICE	40.75
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		GERKEN RENT-ALL INC	TOWABLE GENERATOR RENTAL	604.80
		WEX BANK	FUEL	250.32
		VERIZON WIRELESS	INTERNET/PHONE	53.79
		CORE & MAIN LP	GEL CAPS 3 WIRE CABLES FOR	46.03
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	53.56
		MFA OIL COMPANY	FUEL	147.59
		VANTAGEPOINT TRANSFER	ICMA	12.50
			ICMA	12.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ICMA	11.15
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	10,167.80
			TOTAL:	11,918.86
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	BATTERY FOR UNIT 2	147.24
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	2,033.34
		FIRST OPTION BANK	TRI-FOLD DUTY RESTRAINTS &	87.55
			DRINKS FOR PROTEST	42.75
			DRINKS FOR PROTEST	41.51
			FOOD FOR PROTEST	4.47
			SUB SANDWICH PARTY TRAY	103.93
			FLASH DRIVES	63.30
			SHARPS DISPOSAL CONTAINERS	47.88
			PREHOSPITAL EMERG. CARE PL	207.13
			HARDWARE BACKUP FOR PD	79.20
			HARDWARE BACKUP FOR PD	116.50
			HARDWARE BACKUP FOR PD	35.53
			HARDWARE FOR PD BACKUP	9.49
		FAMILY CENTER FARM & HOME	DOG FOOD	99.98
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	197.27
		KANSAS GAS SERVICE	GAS SERVICES	31.95
		TFMCOM INC	MIC & RADIO	292.79
		VIKING INDUSTRIAL SUPPLY	TRASH BAGS, BAGS, PAPER TO	43.34
		MISCELLANEOUS ROYCE'S GLASS	ROYCE'S GLASS: DW 2044 MOL	738.58
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	80.00
		REJIS COMMISSION	LEWEB SUBSCRIPTION FEE	36.85
			WAN/LAN ASSISTANCE	322.50
		WEX BANK	FUEL	2,283.06
		VERIZON WIRELESS	INTERNET/PHONE	351.20
		GEARZONE PRODUCTS	TACTICAL MENS TWILL SHIRT	54.99
		PRO-VISION	HD BODY CAMERA, CLIP MOUN	434.00
		AXON ENTERPRISE INC	BATTERY PACK	65.00
			SPARE CARTRIDGE BATTERY PA	152.00
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	374.65
		KASPER AUTO PARTS	WHEEL BEARING & HUB	272.33
			AIR BLOWER MOTOR	87.20
		VANTAGEPOINT TRANSFER	ICMA	78.75
			ICMA	78.75
			ICMA	78.75
		RICOH USA, INC.	COPIER LEASE	214.43
		REDISHRED KANSAS INC.	SHREDDING	40.00
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	97,930.04
			TOTAL:	107,358.23
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	307.82
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	6.73
		KANSAS GAS SERVICE	GAS SERVICES	47.25
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	158.56
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	3,367.20
			TOTAL:	3,887.56
STREETS & ALLEYS	GENERAL OPERATING	CARTER WATERS	MAGNOLIA 2036 36" BF BRUSH	38.98
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	2.19
			UTILITY BILLS - JULY 2019	1.60
			UTILITY BILLS - JULY 2019	340.68
			UTILITY BILLS - JULY 2019	1.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			UTILITY BILLS - JULY 2019	373.57
		COLEMAN EQUIPMENT INC.	HYDRAULIC OIL - 5 GALLONS	90.36
		FAMILY CENTER FARM & HOME	MOUNTING PLATE & COPPER	49.99
			NUTS, BOLTS, MISC HARDWARE	2.45
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	49.85
		KANSAS GAS SERVICE	GAS SERVICES	51.62
		WAL-MART COMMUNITY BRC	CLEANING SUPPLIES	45.91
		DETROIT INDUSTRIAL TOOL	ALL CUT SUPREME 20MM	204.94
		QUILL CORPORATION	ENVELOPES, INK	28.64
		WESTFALL GMC TRUCK INC	PARTS & LABOR	1,598.53
		CROFT TRAILER SUPPLY INC	BALL MT 2" FORGED	37.02
			CONVERTBALL 1"	52.91
		ROYAL METAL INDUSTRIES INC	FLOOR PLATE	112.00
		KILLOUGH CONSTRUCTION INC	PLANT MIX - CEMENT	750.75
		ULINE INC	FIRST AID KIT	63.07
		WEX BANK	FUEL	458.76
		PALACE HARDWARE	SEALS	2.38
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	85.17
		MFA OIL COMPANY	FUEL	5.97
			FUEL	335.77
		KASPER AUTO PARTS	FUSE HOLDER	11.60
			INTERCHANGEABLE BALL	48.95
			INTERCHANGEABLE BALL	48.95-
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	11,221.21_
			TOTAL:	16,017.52
PARKS & CEMETERIES	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	USED TIRE DISPOSAL	24.50
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	2.19
			UTILITY BILLS - JULY 2019	340.68
			UTILITY BILLS - JULY 2019	106.85
		COLEMAN EQUIPMENT INC.	SEAL, OIL CASE LOWER	23.10
		KANSAS CITY WILBERT SI FUNERAL SERVIC	GRAVE OPENING	357.70
			GRAVE OPENING	563.50
			GRAVE OPENING	563.50
		KANSAS CITY POWER & LIGHT CO.	UTILITIY SERVICES	19.14
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	35.67
		RURAL WATER DIST. #1	WATER SERVICE	16.92
		QUILL CORPORATION	ENVELOPES, INK	28.64
			FEBRESE	6.99
		WINPRO SOLUTIONS INC	EMBOSSSED ROLL TWL 6/CS	209.26
		BOWES AUTOMOTIVE PRODUCTS	TIRE REPAIR SUPPLIES	41.15
		COW PALACE THE	HAMBURGER, HOT DOGS	37.50
		PRAXAIR DISTRIBUTION INC	WELDER PARTS	256.00
		ULINE INC	FIRST AID KIT	63.07
		WEX BANK	FUEL	867.99
		WASTE MANAGEMENT	CEMETERY DUMPSTER	105.00
		PALACE HARDWARE	BRUSH ON SUPER GLUE	2.99
			GALLON GAS CAN	11.99
			TRAILER COUPLING LOCK	10.99
			WEED N BUG SPRAYER GALLON	18.99
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	85.17
		MFA OIL COMPANY	FUEL	5.97
			FUEL	388.12
		KASPER AUTO PARTS	HYDRAULIC FILTER, AIR FILT	97.90
			STRETCH BELT INS TL	40.79
			WINDSHIELD TOWELS	11.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		CCL SUPPLY, LLC	1QT SYNGEAROIL	14.27
		**PAYROLL EXPENSES	CHERRY HAND CLEANER	96.00
			8/01/2019 - 8/31/2019	29,502.68_
			TOTAL:	33,956.41
FIRE	GENERAL OPERATING	LANG CHEVROLET BUICK GMC INC	NEW TIRES & INSTALL	538.28
		BREWER'S AUTOMOTIVE REPAIR INC	AIR INTAKE HOSE REPAIR	236.92
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	1,551.48
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	36.08
		KANSAS GAS SERVICE	GAS SERVICES	47.25
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50
		WEX BANK	FUEL	59.24
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	148.56
		VANTAGEPOINT TRANSFER	ICMA	5.65
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	3,305.00_
			TOTAL:	5,990.96
MUNICIPAL COURT	GENERAL OPERATING	KANSAS ASSOC OF COURT MANAGMNT	FALL CONFERENCE	200.00
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	10.65
		MIAMI COUNTY SHERIFF'S DEPT	PRISONER CARE	2,200.00
			PRISONER CARE	1,480.00
		NICHOLSON DASENBROCK & HARTLEY LC	ATTORNEY FEES	1,450.00
		HARDING LAW FIRM LLC	ATTORNEY FEES	30.00
			ATTORNEY FEES	25.00
			ATTORNEY FEES	25.00
			ATTORNEY FEES	25.00
			ATTORNEY FEES	25.00
			ATTORNEY FEES	25.00
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT	2,060.00
		VALENTINE, ROBIN L	MUNICIPAL SERVICES	1,097.34
		THE LAW DAME	MUNICIPAL COURT CASES	700.00
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	5,360.39_
			TOTAL:	14,713.38
LEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	147.44
		OLATHE WINWATER WORKS	PSI GAUGE LIQUID	46.60
		FAMILY CENTER FARM & HOME	FLEX SEAL SPRAY BLACK	12.99
		VAN DIEST SUPPLY COMPANY	FLUSHING SOLUTION	82.00
			BIOMIST 3 + 15	720.00
		MFA OIL COMPANY	FUEL	5.98_
			TOTAL:	1,015.01
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	957.16
		FIRST OPTION BANK	TEAM BUILDING, BATTERIES,	114.41
			CHILDREN & ADULT PROGRAMS	310.62
			BOOKS	1,275.69
			DESK	114.95
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	24.52
		KANSAS GAS SERVICE	GAS SERVICES	34.42
		REEVES WIEDEMAN COMPANY	HYDRANT, NIPPLE, COUPLING	213.29
		BAKER & TAYLOR	BOOKS	181.47
			BOOKS	291.57
			BOOKS	179.73
			BOOKS	354.56
		NEKLS	BARCODES	28.82
		WAL-MART COMMUNITY BRC	DVDS	115.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		QUILL CORPORATION	TAPE	29.64
		MISCELLANEOUS MOON, SAMANTHA	MOON, SAMANTHA:DISPLAY BOA	23.66
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		PALACE HARDWARE	RECTORSEAL, BLACK PLUG	5.56
			BROWN CAULK	9.58
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	257.63
		RICOH USA, INC.	COPIER LEASE	96.87
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	11,916.36_
			TOTAL:	16,581.27
NON-DEPARTMENTAL	WATER	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	25.00
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	271.55
			KS WITHHOLDINGS	269.36
			KS WITHHOLDINGS	245.63
		GUARDIAN	INSURANCE PAYABLE	35.68
			INSURANCE PAYABLE	32.44
			CRITICAL ILL INS PAYABLE	24.82
			CRITICAL ILL INS PAYABLE	24.76
			DISABILITY INSURANCE	32.77
			DISABILITY INSURANCE	23.10
			DENTAL INSURANCE	37.63
			DENTAL INSURANCE	35.58
			EMPLOYEE LIFE INSURANCE	44.31
			EMPLOYEE LIFE INSURANCE	36.47
			VISION INSURANCE	7.98
			VISION INSURANCE	7.57
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	192.11
			MEDICAL INSURANCE	199.21
			MEDICAL INSURANCE	126.39
			MEDICAL INSURANCE	113.69
			MEDICAL INSURANCE	225.92
			MEDICAL INSURANCE	194.69
		KANSAS PAYMENT CENTER	CHILD SUPPORT	59.77
			CHILD SUPPORT	59.77
			CHILD SUPPORT	59.77
		KPERS	KPERS 2	257.01
			KPERS 2	50.17
			KPERS 2	264.10
			KPERS	207.32
			KPERS	172.11
		EFTPS	FEDERAL WITHHOLDINGS	528.85
			FEDERAL WITHHOLDINGS	535.19
			FEDERAL WITHHOLDINGS	475.59
			SOCIAL SECURITY WITHHOLDIN	450.41
			SOCIAL SECURITY WITHHOLDIN	436.66
			SOCIAL SECURITY WITHHOLDIN	409.69
			MEDICARE WITHHOLINGS	105.34
			MEDICARE WITHHOLINGS	102.11
			MEDICARE WITHHOLINGS	95.81_
			TOTAL:	6,476.33
WATER ADMINISTRATION	WATER	QUILL CORPORATION	ENVELOPES, INK	28.63
		POSTALCITY.COM	POSTAGE	900.00_
			TOTAL:	928.63
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	3,578.07



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			UTILITY BILLS - JULY 2019	56.90
		KANSAS DEPT OF HEALTH & ENVIRO	PERMIT I-MC30-CO01 ANNUAL	60.00
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	22.72
		QUILL CORPORATION	BROTHER TN450 INK	59.99
		HAWKINS INC	4548286	629.50
			AZONE	610.50
		PALACE HARDWARE	POLY BRUSH - GRAY PRIMER	14.97
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	91.01
		KPERS	KPERS 2	253.53
			KPERS 2	199.47
			KPERS	92.56
			KPERS	77.36
		EFTPS	SOCIAL SECURITY WITHHOLDIN	193.54
			SOCIAL SECURITY WITHHOLDIN	185.18
			SOCIAL SECURITY WITHHOLDIN	174.26
			MEDICARE WITHHOLDINGS	45.26
			MEDICARE WITHHOLDINGS	43.31
			MEDICARE WITHHOLDINGS	40.77
		ANALYTICAL SERVICES INC	ANALYTICAL SERVCIES	319.00
			ANALYTICAL SERVCIES	25.00
			ANALYTICAL SERVCIES	128.00
			ANALYTICAL SERVCIES	285.00
			ANALYTICAL SERVCIES	319.00
			ANALYTICAL SERVCIES	318.00
			ANALYTICAL SERVCIES	25.00
			ANALYTICAL SERVCIES	319.00
			ANALYTICAL SERVCIES	25.00
			ANALYTICAL SERVCIES	285.00
			ANALYTICAL SERVCIES	128.00
		R. E. PEDROTTI CO., INC.	WTP SCADA STORM DAMAGE	532.80
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	9,508.91_
			TOTAL:	18,646.61
WATER DISTRIBUTION	WATER	CARTER WATERS	ASPHALT & SPRAY PAINT	59.58
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	2.19
			UTILITY BILLS - JULY 2019	1.00
		FIRST OPTION BANK	4 SHELF STEEL WELDED UNIT	676.00
		FAMILY CENTER FARM & HOME	MOUNTING PLATE & COPPER	41.97
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	8.17
		ALTEC INDUSTRIES INC	VISIBILITY OUTERWEAR	70.43
		KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		ULINE INC	FIRST AID KIT	63.08
		WEX BANK	FUEL	318.29
		PALACE HARDWARE	FLEX COUPLING	8.09
		CORE & MAIN LP	L44-33NL 3/4 PJCTS 90 BEND	265.59
			HANCR METER TILE	363.00-
			L44-33NL 3/4 PJCTS 90 BEND	88.53
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	32.63
		MFA OIL COMPANY	FUEL	5.99
			FUEL	108.53
		KPERS	KPERS 2	170.13
			KPERS 2	82.70
			KPERS 2	235.87
			KPERS	249.18
			KPERS	206.32
		EFTPS	SOCIAL SECURITY WITHHOLDIN	256.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SOCIAL SECURITY WITHHOLDIN	251.48
			SOCIAL SECURITY WITHHOLDIN	235.44
			MEDICARE WITHHOLDINGS	60.08
			MEDICARE WITHHOLDINGS	58.81
			MEDICARE WITHHOLDINGS	55.07
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	12,615.76_
			TOTAL:	15,882.42
NON-DEPARTMENTAL	ELECTRIC	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	45.83
			FLEX SPENDING CARDS	20.83
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	488.98
			KS WITHHOLDINGS	505.54
			KS WITHHOLDINGS	513.30
		MISCELLANEOUS BROWN, KRISTEN	01-033700-11	120.15
		GULLEY, DENNIS	01-052400-15	47.78
		MAICHEL, WILLARD	01-216400-05	131.40
		BURNS, PATRICK	01-238000-12	144.32
		GUARDIAN	INSURANCE PAYABLE	75.26
			INSURANCE PAYABLE	68.03
			CRITICAL ILL INS PAYABLE	11.80
			CRITICAL ILL INS PAYABLE	11.80
			DISABILITY INSURANCE	17.75
			DISABILITY INSURANCE	7.91
			DENTAL INSURANCE	69.95
			DENTAL INSURANCE	66.57
			EMPLOYEE LIFE INSURANCE	32.92
			EMPLOYEE LIFE INSURANCE	26.77
			VISION INSURANCE	15.28
			VISION INSURANCE	14.57
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	755.96
			MEDICAL INSURANCE	732.99
			MEDICAL INSURANCE	108.52
			MEDICAL INSURANCE	76.04
		KANSAS PAYMENT CENTER	CHILD SUPPORT	59.77
			CHILD SUPPORT	59.77
			CHILD SUPPORT	59.77
		KPERS	KPERS 2	295.76
			KPERS 2	262.95
			KPERS	478.32
			KPERS	435.23
		VANTAGEPOINT TRANSFER	ICMA	180.00
			ICMA	180.00
			ICMA	162.77
		EFTPS	FEDERAL WITHHOLDINGS	880.28
			FEDERAL WITHHOLDINGS	962.01
			FEDERAL WITHHOLDINGS	1,006.63
			SOCIAL SECURITY WITHHOLDIN	697.91
			SOCIAL SECURITY WITHHOLDIN	708.08
			SOCIAL SECURITY WITHHOLDIN	714.88
			MEDICARE WITHHOLDINGS	163.22
			MEDICARE WITHHOLDINGS	165.60
			MEDICARE WITHHOLDINGS	167.20_
			TOTAL:	11,750.40
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	SALES TAX	2,895.73
			SALES TAX	1,900.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SALES TAX	3,411.64
			SALES TAX	4,745.00
			SALES TAX	99.47-
			COMPENSATING USE TAX	420.25
		MISCELLANEOUS SAM LEACH	SAM LEACH: CLD REIMBURSEME	26.75
		EMG INC	ENERGY CONSULTING SERVICE	1,087.00
		POSTALOCITY.COM	POSTAGE	2,600.00_
			TOTAL:	16,987.32
ELECTRIC PRODUCTION	ELECTRIC	KANSAS CITY POWER & LIGHT CO.	UTILITIY SERVICES	26.62
			UTILITIY SERVICES	27.58
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	11.29
		KMEA	ENERGY MANAGEMENT PROJ #1	17,239.17
			ENERGY MANAGEMENT PROJ #1	25,489.77
			GRDA POWER SUPPLY PROJECT	85,634.47
			SPA HYDRO PROJECT	2,812.42
			WAPA HYDRO POWER SUPPLY PR	9,445.40
		KANSAS GAS SERVICE	GAS SERVICES	30.08
		AT&T	RTU'S	762.67
		CENTURYLINK	RTU'S	236.56
		DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	120.00
		WEX BANK	FUEL	72.33
		AIRSOURCE TECHNOLOGIES INC		4,525.00
			AIR EMISSION	4,645.00
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	91.01
		KPERS	KPERS 2	253.53
			KPERS 2	199.44
			KPERS	82.67
			KPERS	77.37
		EFTPS	SOCIAL SECURITY WITHHOLDIN	193.54
			SOCIAL SECURITY WITHHOLDIN	185.19
			SOCIAL SECURITY WITHHOLDIN	168.53
			MEDICARE WITHHOLINGS	45.27
			MEDICARE WITHHOLINGS	43.31
			MEDICARE WITHHOLINGS	39.40
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	9,409.02_
			TOTAL:	161,866.64
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	61.13
			UTILITY BILLS - JULY 2019	1.00
		FAMILY CENTER FARM & HOME	PIPE, PVC	4.79
			NUTS, BOLTS, MISC HARDWARE	2.00
			COUPLING	1.18
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	66.00
		STANION WHOLESALE ELECT. CO	MULETAPE	319.08
		PROTECTIVE EQUIP. TESTING LAB.	YELLOW BLACK - 9.5 ELECTRI	524.53
		JOHN DEERE FINANCIAL	EXCAVATOR	6,322.07
		VERMEER	RESHPRN-1XEDGE RS SIDE	84.80
		ALTEC INDUSTRIES INC	BUCKET TRUCK BOOM	17,758.37
			BUCKET TRUCK BOOM TAX	1,059.97
		KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		TOTAL ELECTRIC CONTRACTORS INC	LOAD SWITCH SERV CALL	658.74
		WEX BANK	FUEL	632.04
		ANIXTER INC	5 AMP TYPE TFUSELINK	407.50
			AHD-10B 1GA-4X1-4X	400.50
			ELBOW AA 10KV MOVE 200A	778.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			PEDSTL ABV GROUND	626.39
			POLY/CLEVIS, BOLT, SQU NUT	439.63
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	32.63
		BORDER STATES INDUSTRIES	15KV 100A W/PAR GR POLY	587.16
			15KV 300A BLADE, 10COND BU	536.50
			601Y CT 200:5 EXT RANGE BU	723.24
			CI-1 INSULATOR & DISCON SL	489.78
		MFA OIL COMPANY	FUEL	42.64
		KASPER AUTO PARTS	AIR FILTER, FUEL FILTER,	344.73
			NAPA GOLD OIL FILTER	77.00
			AIR FILTERS	65.26
			AIR FILTER	38.24-
		KPERS	KPERS 2	233.97
			KPERS 2	233.97
			KPERS	705.75
			KPERS	640.01
		VANTAGEPOINT TRANSFER	ICMA	45.00
			ICMA	45.00
			ICMA	40.70
		EFTPS	SOCIAL SECURITY WITHHOLDIN	504.35
			SOCIAL SECURITY WITHHOLDIN	522.89
			SOCIAL SECURITY WITHHOLDIN	546.34
			MEDICARE WITHHOLDINGS	117.95
			MEDICARE WITHHOLDINGS	122.28
			MEDICARE WITHHOLDINGS	127.77
		GLOBAL RENTAL CO., INC.	MOBILE UTILITY EQUIPMENT	3,933.00
		TRANSFORMER GASKET & COMPONENT	ARRESTER BRACKET 15/18 KV	121.65
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	26,611.65_
			TOTAL:	67,579.24
NON-DEPARTMENTAL	SEWER	KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	147.38
			KS WITHHOLDINGS	171.13
			KS WITHHOLDINGS	168.95
		GUARDIAN	INSURANCE PAYABLE	28.49
			INSURANCE PAYABLE	27.47
			CRITICAL ILL INS PAYABLE	5.64
			CRITICAL ILL INS PAYABLE	5.46
			DISABILITY INSURANCE	6.47
			DISABILITY INSURANCE	5.88
			DENTAL INSURANCE	16.10
			DENTAL INSURANCE	15.77
			EMPLOYEE LIFE INSURANCE	8.00
			EMPLOYEE LIFE INSURANCE	8.18
			VISION INSURANCE	3.51
			VISION INSURANCE	3.42
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	158.23
			MEDICAL INSURANCE	151.97
			MEDICAL INSURANCE	45.96
			MEDICAL INSURANCE	41.67
			MEDICAL INSURANCE	53.73
			MEDICAL INSURANCE	59.93
		KPERS	KPERS 2	47.06
			KPERS 2	17.24
			KPERS 2	60.00
			KPERS	182.41
			KPERS	168.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EFTPS	FEDERAL WITHHOLDINGS	358.17
			FEDERAL WITHHOLDINGS	419.14
			FEDERAL WITHHOLDINGS	430.50
			SOCIAL SECURITY WITHHOLDIN	235.84
			SOCIAL SECURITY WITHHOLDIN	266.82
			SOCIAL SECURITY WITHHOLDIN	255.51
			MEDICARE WITHHOLDINGS	55.15
			MEDICARE WITHHOLDINGS	62.39
			MEDICARE WITHHOLDINGS	59.76
			TOTAL:	3,752.20
SEWER ADMINISTRATION	SEWER	MISCELLANEOUS HURT, BRUCE	HURT, BRUCE: REIMB 1/2 TRI	94.50
		KANSAS ONE CALL SYSTEM INC	LOCATES	17.60
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	143.56
		KPERS	KPERS 2	77.57
			KPERS 2	28.42
			KPERS 2	98.89
			KPERS	300.67
			KPERS	278.34
		EFTPS	SOCIAL SECURITY WITHHOLDIN	235.81
			SOCIAL SECURITY WITHHOLDIN	266.86
			SOCIAL SECURITY WITHHOLDIN	255.49
			MEDICARE WITHHOLDINGS	55.15
			MEDICARE WITHHOLDINGS	62.42
			MEDICARE WITHHOLDINGS	59.75
		POSTALOCITY.COM	POSTAGE	500.00
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	12,825.44
			TOTAL:	15,300.47
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	784.05
		FIRST OPTION BANK	COMPUTER FOR WASTE WATER P	423.98
			MONITOR FOR WASTE WATER PL	109.99
			50 PINT DEHUM - ADEL50LY	219.00
			PRINTER - BRUCE SEWER	136.26
			DRYER AIR FILTERS - SEWER	219.14
			CANON TONER CARTRIDGE - SE	22.59
			DRYER AIR FILTERS -	1,302.35
		FAMILY CENTER FARM & HOME	4 HOUR FOGGER	29.96
		KANSAS DEPT OF HEALTH & ENVIRO	WASTE WATER PERMIT	185.00
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	14.37
		WALLIS LUBRICANT LLC	PAIL 5 GAL, MOB GEAR 600,	991.71
		AERO-MOD INC	SOLENOID VALVE 120V-4.5 W	120.98
		WEX BANK	FUEL	142.52
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,295.92
		PALACE HARDWARE	BUSHINGS, COUPLING	6.42
			BELT PRESS DRIER	2.80
			GALV BUSHING	2.32
			TOTAL:	6,009.36
SEWER COLLECTION	SEWER	BREWER'S AUTOMOTIVE REPAIR INC	BATTERY	137.95
		CITY OF OSAWATOMIE	UTILITY BILLS - JULY 2019	2.20
			UTILITY BILLS - JULY 2019	1.01
			UTILITY BILLS - JULY 2019	739.65
			TOTAL:	880.81
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	REFUSE	891.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			REFUSE	19.71
			SHOP TIRE PICKUPS	250.00_
			TOTAL:	1,161.13
LIBRARY	LIBRARY	FIRST OPTION BANK	SR - VOLUNTEER APPRICIATIO	25.00
			SR - BACK TO SCHOOL & PAST	518.87
			SR - SMORES	12.25
		WAL-MART COMMUNITY BRC	SUMMER READING QUILT PROGR	19.17
			RETURN	19.44-
			SUMMER READING PASTA CLASS	57.44
			SUMMER READING ASTRO PICNI	23.16
			SUMMER READING PAINTBALL	25.29
FIRE	RURAL FIRE	**PAYROLL EXPENSES	SUMMER READING - ADULT PAS	19.70
			8/01/2019 - 8/31/2019	2,718.35_
			TOTAL:	3,399.79
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	KANSAS DEPT OF COMMERCE	JTC OIL RENT	1,000.00
		BRADLEY AIR CONDITIONING & HEATING	EVAC FRION GROCERY STORE E	675.00
		GERKEN RENT-ALL INC	DUMPSTER FOR GROCERY STORE	600.00_
			TOTAL:	2,275.00
STREET AND ALLEYS	STREET IMPROVEMENT	CARTER WATERS	ASPHALT & SPRAY PAINT	173.51
		COLEMAN EQUIPMENT INC.	PICK UP BROOM FOR TRACK L	4,475.00
		KILLOUGH CONSTRUCTION INC	HOT PATCH	2,328.15
			HOT PATCH	1,241.90_
			TOTAL:	8,218.56
CABIN	TOURISM	KANSAS CITY POWER & LIGHT CO.	UTILITY SERVICES	18.14
		KANSAS GAS SERVICE	GAS SERVICES	29.48
		THOMAS OUTDOOR ADVERTISING INC	BILLBOARD SIGN RENTAL	540.00
		MISCELLANEOUS JOHNSON CO GAZETTE	JOHNSON CO GAZETTE:FREEDOM	50.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		WINGERT SIGN COMPANY LLC	WINGERT SIGN COMPANY LLC	250.00_
			TOTAL:	932.62
LIGHTS ON THE LAKE	TOURISM	CITY OF OSAWATOMIE	LOTL - FOOD, DRINKS, BEER	108.00
		WAL-MART COMMUNITY BRC	LIGHTS ON THE LAKE DECOR	52.74
			FISHING DERBY FOOD	237.47
		WASTE MANAGEMENT	LOTL REFUSE	600.00_
			TOTAL:	998.21
POLICE	PUBLIC SAFETY EQUI	AXON ENTERPRISE INC	TASER	1,163.52_
			TOTAL:	1,163.52
NON-DEPARTMENTAL	GOLF COURSE	CITY OF OSAWATOMIE	FLEX SPENDING CARDS	39.00
			FLEX SPENDING CARDS	39.00
		KANSAS DEPT OF REVENUE	KS WITHHOLDINGS	155.71
			KS WITHHOLDINGS	23.54
			KS WITHHOLDINGS	157.59
			KS WITHHOLDINGS	141.36
		GUARDIAN	INSURANCE PAYABLE	7.25
			CRITICAL ILL INS PAYABLE	57.32
			DISABILITY INSURANCE	5.62
			DENTAL INSURANCE	25.48
			DENTAL INSURANCE	16.59
			EMPLOYEE LIFE INSURANCE	31.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			VISION INSURANCE	3.67
			VISION INSURANCE	1.66
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	217.02
			MEDICAL INSURANCE	152.07
		KPERS	KPERS	112.09
			KPERS	112.09
		EFTPS	FEDERAL WITHHOLDINGS	323.20
			FEDERAL WITHHOLDINGS	282.78
			FEDERAL WITHHOLDINGS	235.78
			SOCIAL SECURITY WITHHOLDIN	330.75
			SOCIAL SECURITY WITHHOLDIN	49.60
			SOCIAL SECURITY WITHHOLDIN	325.75
			SOCIAL SECURITY WITHHOLDIN	309.75
			MEDICARE WITHHOLINGS	77.35
			MEDICARE WITHHOLINGS	11.60
			MEDICARE WITHHOLINGS	76.20
			MEDICARE WITHHOLINGS	72.44_
			TOTAL:	3,393.33
COURSE OPERATIONS	GOLF COURSE	KANSAS CITY POWER & LIGHT CO.	UTILITY SERVICES	58.61
			UTILITY SERVICES	175.67
			UTILITY SERVICES	589.87
			UTILITY SERVICES	1,091.13
		FAMILY CENTER FARM & HOME	POST HOLE DIGGER	259.99
			POSTHOLE DIGGER DRIVELINE	259.99-
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	36.63
		RURAL WATER DIST. #1	WATER SERVICE	16.92
			WATER SERVICE	68.09
		TURFWERKS	IRRIGATION SUPPLIES	139.82
			SOLENOID PART	134.65
		VAN WALL EQUIPMENT	10-5-12 TIRE	122.63
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50
		GOLDEN WEST INDUSTRIAL SUPPLY	TEE TOWELS DISP GREEN/WHIT	499.84
		DISH NETWORK	SERVICES - DISH NETWORK	119.03
		DRAPER ERIC	KS TURFGRASS FIELD DAY	35.00
		SPRAYER SPECIALTIES INC	VALVE BODIES / SPRAYER PAR	25.28
		ROMANS OUTDOOR POWER	GAUGE & ROLLPIN	291.92
			CROSS - INNER TU	947.97
		REINDERS INC	QUINCLORAC 75DF	85.00
			MEDALLION SC FUNG	570.00
		WEX BANK	FUEL	23.47
		PALACE HARDWARE	NUTS & BOLTS	0.95
			KEYS	15.04
		GREATLIFE WARSAW LLC	APRIL-MAY GOLF CART RENTAL	600.00
			MONTHLY CONSULTING FEE	416.00
		KWIKOM COMMUNICATIONS	INTERNET/PHONE	53.56
		KASPER AUTO PARTS	BATTERY - CORE DEPOSIT/CRE	71.39
			UJOINT	44.86
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	16,831.87_
			TOTAL:	23,127.70
CLUB HOUSE	GOLF COURSE	FIRST OPTION BANK	PLATES	6.00
			WATER	12.00
			BUNS	4.10
			BUNS	7.50
			RESEALABLE BAGS FOR GOLF T	15.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		KANSAS DEPT OF REVENUE	KANSAS DEPT OF REVENUE	248.09
			KANSAS DEPT OF REVENUE	297.71
			KANSAS DEPT OF REVENUE	1,290.10
		KANSAS EMPLOYMENT SECURITY FUN	2ND QTR - UNEMPLOYMENT	0.25
		MIDWEST DISTRIBUTORS	BEER	175.60
			BEER	153.65
			BEER	548.75
		EVCO WHOLESALE FOOD CORP.	BEEF, HOT DOG, CHK TEND, C	348.00
		WAL-MART COMMUNITY BRC	BUNS, BEEF, CHEESE	15.59
			MURPHYS TEMP GAGE	3.48
			WATER	11.94
			DORITOS, KETCHUP, BBQ DRES	41.02
			CANDY	72.45
			PAPER TOWELS, GLOVES, ZIPL	123.92
			BEER	33.96
			VEG OIL	21.92
			BUNS	16.56
			CUPS, FOOD PACKING	65.14
			WATER, CHIPS, LAYS, CANDY	107.18
			BEER	186.14
			ONION LETTUCE TOMATO	6.66
			PASTA SALAD SUPPLIES	16.25
			BUG REPELLENT	9.83
		CRAWFORD SALES COMPANY	BEER	178.00
			BEER	178.40
			BEER	306.00
			BEER	137.80
			BEER	546.60
		M&M GOLF CARS LLC	GOLF CAR RENTAL	1,264.00
		MFA OIL COMPANY	LEASED EQUIPMENT	1.11
		HEARTLAND COCA COLA BOTTLING COMPANY	HEARTLAND COCA COLA BOTTLI	299.23
			20LB CO2 EMPTY RETURN	180.00-
			CORE SPA, SPORTS DRINKS	206.60
			SPORTS DRINKS, CO2 CYL	226.54
		**PAYROLL EXPENSES	8/01/2019 - 8/31/2019	54.00_
			TOTAL:	7,058.05
PROPERTIES & MAINTENAN	CIP - GENERAL	SI PRECAST CONCRETE	RETAINING WALL BLOCKS	4,258.00
			DELIVERY	500.00_
			TOTAL:	4,758.00
NON-DEPARTMENTAL	CIP - ELECTRIC	JEO CONSULTING GROUP INC	CONSULTING SERVICE	112.50_
			TOTAL:	112.50
PUBLIC WORKS BUILDINGS	CIP - ELECTRIC	FIRST OPTION BANK	Bathroom partitions	1,948.06_
			TOTAL:	1,948.06
ELECTRIC DISTRIBUTION	CIP - ELECTRIC	MIAMI LUMBER INC.	STD & BTR PRIME TREATED	202.68
			STUD GRADE, PRIME TREATED	292.96_
			TOTAL:	495.64
PARKS & CEMETERIES	CIP - SPECIAL PROJ	HALL'S BOBCAT SERVICE	TRAIL IMPROVEMENTS	8,615.01
			TRAIL DRAINAGE MATERIALS	15,720.80_
			TOTAL:	24,335.81
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	GUARDIAN	DENTAL INSURANCE	964.98



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DENTAL INSURANCE	586.57
			DENTAL INSURANCE	30.26
			DENTAL INSURANCE	935.55
			VISION INSURANCE	189.83
			VISION INSURANCE	3.56
			VISION INSURANCE	183.62
		HUMANA INSURANCE CO.	MEDICAL INSURANCE	4,582.26
			MEDICAL INSURANCE	6,546.78
			MEDICAL INSURANCE	4,582.26
			MEDICAL INSURANCE	2,297.75
			MEDICAL INSURANCE	2,297.75
			MEDICAL INSURANCE	2,531.67
			MEDICAL INSURANCE	156.04
			MEDICAL INSURANCE	2,337.25
		KPERS	KPERS LATE FEES	246.76
			KPERS 2	1,729.91
			KPERS 2	87.06
			KPERS 2	1,773.43
			KPERS AFTER	795.99
			KPERS AFTER	760.66
			KPERS	4,731.47
			KPERS	4,476.18
		EFTPS	SOCIAL SECURITY WITHHOLDIN	4,377.73
			SOCIAL SECURITY WITHHOLDIN	88.10
			SOCIAL SECURITY WITHHOLDIN	4,800.83
			SOCIAL SECURITY WITHHOLDIN	5,058.09
			MEDICARE WITHHOLINGS	1,023.85
			MEDICARE WITHHOLINGS	20.60
			MEDICARE WITHHOLINGS	1,122.77
			MEDICARE WITHHOLINGS	1,183.08_
			TOTAL:	60,502.64
POLICE	TECHNOLOGY FUND -	TYLER TECHNOLOGIES INC	PUBLIC SAFETY TRAINING	242.00_
			TOTAL:	242.00
NON-DEPARTMENTAL	BOND & INTEREST	KANSAS STATE TREASURER	BOND PRINCIPAL & INTEREST	580,000.00
			BOND PRINCIPAL & INTEREST	125,040.00_
			TOTAL:	705,040.00
NON-DEPARTMENTAL	ELECTRIC DEBT SERV	KANSAS STATE TREASURER	BOND PRINCIPAL & INTEREST	240,000.00
			BOND PRINCIPAL & INTEREST	96,250.00
			BOND PRINCIPAL & INTEREST	1.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	ELECTRIC	CLARK, BARBARA	US REFUNDS	32.45
		COVEY, TERESA	US REFUNDS	17.25
		MCCOY, SHIRLEY	US REFUNDS	223.66
		BASS, JANECE	US REFUNDS	67.94
		HANSEN, CATHERINE	US REFUNDS	119.86
		SHAFFER, JAMIE	US REFUNDS	38.27
		KC REO SALES INC	US REFUNDS	115.93
			TOTAL:	336,866.61
			TOTAL:	0.00
			TOTAL:	0.00
			TOTAL:	0.00
			TOTAL:	0.00
			TOTAL:	0.00
			TOTAL:	0.00

===== FUND TOTALS =====

01	GENERAL OPERATING	339,447.83
02	WATER	41,933.99
03	ELECTRIC	258,798.96
04	SEWER	25,942.84
05	REFUSE	1,161.13
06	LIBRARY	681.44
08	RURAL FIRE	2,718.35
09	INDUSTRIAL PROMOTION	2,275.00
12	STREET IMPROVEMENTS	8,218.56
13	TOURISM	1,930.83
14	PUBLIC SAFETY EQUIPMENT	1,163.52
18	GOLF COURSE	33,579.08
21	CIP - GENERAL	4,758.00
23	CIP - ELECTRIC	2,556.20
29	CIP - SPECIAL PROJECTS	24,335.81
31	EMPLOYEE BENEFITS	60,502.64
35	TECHNOLOGY FUND - CIP	242.00
41	BOND & INTEREST	705,040.00
43	ELECTRIC DEBT SERVICE	336,251.25
-----		
	GRAND TOTAL:	1,851,537.43
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 8/01/2019 THRU 8/31/2019  
CHECK DATE: 0/00/0000 THRU 99/99/9999

-----  
PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 8/01/2019 THRU 8/31/2019

-----  
PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L R E P O R T 2019-08  
SIGNATURE LINES: 0

-----  
PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO



City of Osawatomie  
 439 Main Street; P.O. Box 37  
 Osawatomie, KS 66064  
 (913) 755-2146

# SPECIAL EVENTS PERMIT APPLICATION

Department Use Only

Date Filed: 09-16-19  
 Event Deposit  
 Date Paid: \_\_\_\_\_  
 \$50 Permit Fee  
 Date Paid: \_\_\_\_\_  
 \$25 State Permit  
 Date Paid: \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION:  
Osawatomie Chamber of Commerce

2. CONTACT PHONE # AND EMAIL (OPTIONAL):  
chamber@osawatomiechamber.org

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:  
Soap Box Derby

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>PO Box 63          Osawatomie, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>Race will begin at 12<sup>th</sup> and          Main Street, end near          park entrance</u>
---	--

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:  
Saturday, April 25<sup>th</sup> 2020      Sunday, April 26<sup>th</sup> 2020  
5:30am to 5:30pm                      5:30am to 5:30pm

7. ENTRY TO EVENT: FEE YES ___ NO <input checked="" type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE ___	8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO ___ IF YES, TIME OF CLOSURE REQUIRED: <u>* See attached</u>	9. # OF EXPECTED ATTENDINGS: <u>200 (??)</u>
--	---	---

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES \_\_\_ NO \_\_\_  
 WILL CMB BE SOLD AT THE EVENT? YES \_\_\_ NO   
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES \_\_\_ NO \_\_\_  
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED N/A

11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES  NO \_\_\_  
 IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE:  
Seibert Kock Insurance Agency; Angela Cundo; \$1,000,000

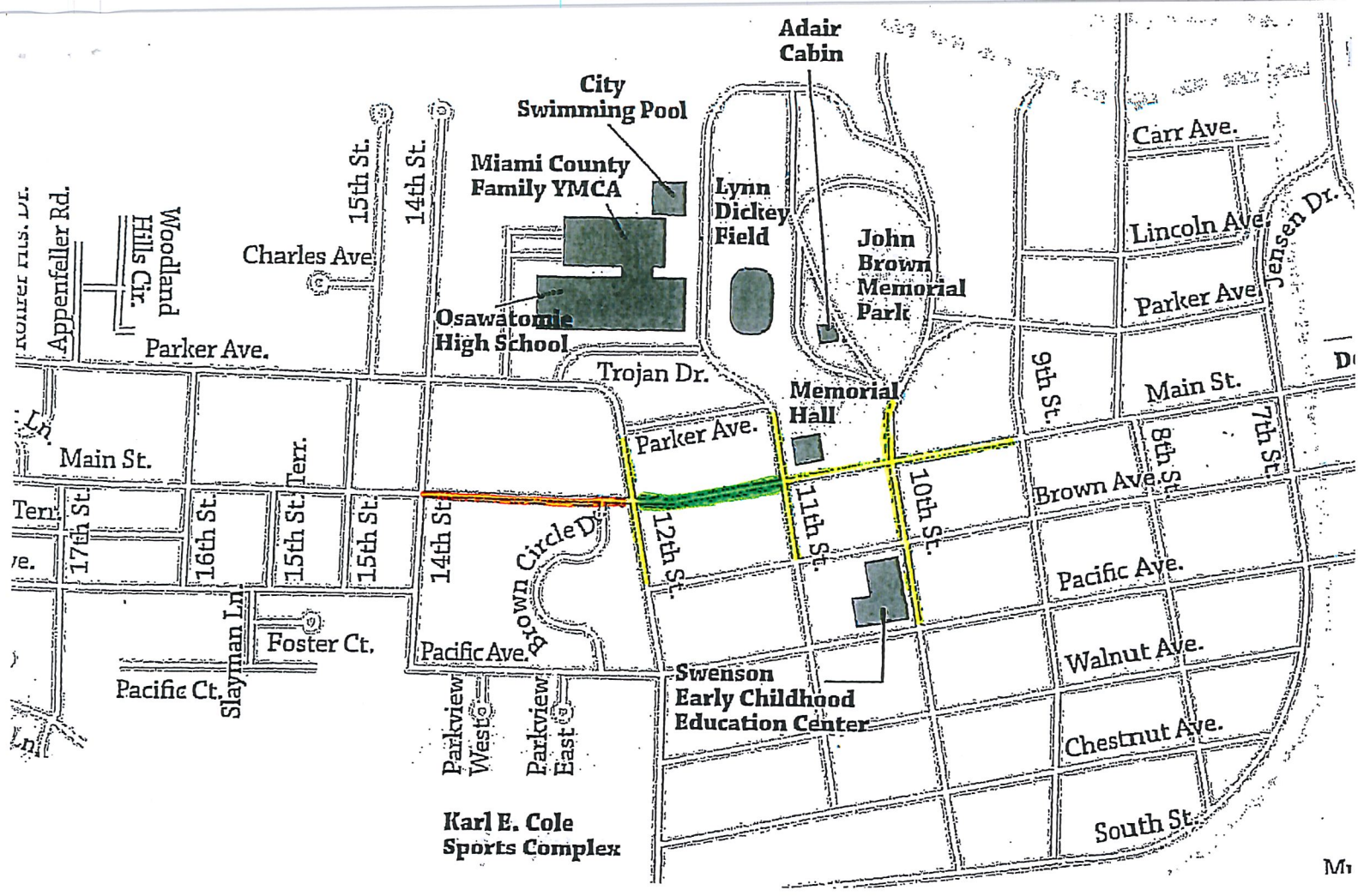
**STATEMENT OF APPLICANT**

I HAVE REVIEWED THIS APPLICTION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE *Urbui Samuwaide* DATE 9-16-2019

PERMIT APPLICATION: APPROVED \_\_\_ DENIED \_\_\_  
 DECISION BY: \_\_\_\_\_ DATE OF DECISION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



- Roads Closed\***
- Homes on this block can still access their driveways but not able to exit on Main going east
- Homes on this block will NOT have access to their driveways during road closures but will have a designated parking area on the 400 block of 11<sup>th</sup> Street (in front of Memorial Hall)

\*Any homes that have driveways that exit onto 12<sup>th</sup> Street will not be able to access them on this day.

**ALLENBRAND-DREWS & ASSOC, INC**  
 Engineers - Land Surveyors EIN#742804695  
 122 N Water, Olathe, KS 66061  
 913-764-1076



**INVOICE**

**BILL TO**

Gary French  
~~Osawatomie USD #367~~  
~~1200 Trojan Drive~~  
 Osawatomie, KS 66064 USA

**PAST DUE**  
*City of Osawatomie  
 Trail organizer*

**INVOICE #**

**DATE** 05/06/2019

**DUE DATE** 05/21/2019

**INVOICE #**

33481

**SALES REP**

Dick

DESCRIPTION	AMOUNT
Part of Section 9, Township 18, Range 22, Miami County, KS.	
* Tract split and prepare easement	
* Field Surveying Crew - 15.5 hours @ \$130.00/hr	2,015.00
* Civil Engineering Technician - 11.5 hours @ \$70.00/hr	805.00
* Miami County County Surveyors Review	50.00

Thanks for your business!

**BALANCE DUE**

**\$2,870.00**

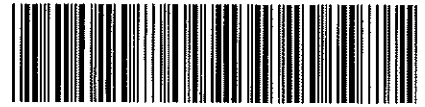


**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-271157	09/04/2019	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: CITY OF OSAWATOMIE  
 Tammy Seamands  
 P.O. BOX 37  
 OSAWATOMIE, KS 66064

Ship To: City of Osawatome  
 PO Box 37  
 Osawatome, KS 66064

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44137 - MAIN - 12423		2018-50514-4	USD	NET45	10/19/2019

Date	Description	Units	Rate	Extended Price
Aug 29 2019	Bismarck Meza OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Airfare	1	581.66	581.66
Aug 29 2019	Bismarck Meza OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Hotel/Lodging	1	666.11	666.11
Aug 29 2019	Bismarck Meza OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Per Diem US Rates	5.25	55.00	288.75

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

Subtotal	1,536.52
Sales Tax	0.00
<b>Invoice Total</b>	<b>1,536.52</b>



Invoice

RECEIVED

SEP 23 2019

September 18, 2019

Project No: R190687.00

Invoice No: 112091

Invoice Amount: 3,607.50

City of Osawatomie  
439 Main Street  
PO Box 37  
Osawatomie, KS 66064

Project Manager Matt Kalin

Project R190687.00 Osawatomie 2019 34.5 kV Breaker Addition

**Professional Services through September 13, 2019**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Final Design	\$9,275.00	47 %	\$4,367.50	\$760.00	\$3,607.50
Construction Services	\$6,500.00	0 %	0.00	0.00	0.00
Post Construction	\$275.00	0 %	0.00	0.00	0.00
<b>Total</b>	<b>\$16,050.00</b>		<b>\$4,367.50</b>	<b>\$760.00</b>	<b>\$3,607.50</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$3,607.50</b>

**Outstanding Invoices**

Number	Date	Balance
111488	8/21/2019	760.00
<b>Total</b>		<b>760.00</b>



Invoice



Remittance Address:  
Wood Environment & Infrastructure Solutions Inc.  
PO Box 74008618  
Chicago, IL 60674-8618

City of Osawatomie  
KDA Division of Water Resources  
City of Osawatomie  
820 Lincoln Avenue  
Osawatomie, KS 66064

Attention: Blake Madden

Re : Osawatomie Levee Certification

Invoice # : S56560908  
Invoice Date : 06/20/2019  
Project : 8275000332  
Contract Number : Ltr Contract-Std T&C

For Professional Services Rendered through: 05/31/2019

Fees	3,080.00
<b>Amount Due This Invoice **</b>	<b>3,080.00</b>

Direct Deposit Banking Information:

Bank of America  
100 West 33rd St.  
New York, NY 10001

For Automated Clearing House Transfers:  
ABA Routing #: 111000012  
Bank Account#: 4427306257

Please forward payment advice to the attention of Accounts Receivable at email: ar.aee@woodgroup.com

Outstanding Invoices for This Project			
Number	Date	Amount	Balance
S56560794	05/10/2019	32,530.60	32,530.60
S56560908	06/20/2019	3,080.00	3,080.00

Should the remit address or bank account details on this invoice not match those held in your records, and/or you have been notified by our company through phone, email, or letter to change any of our details, please authenticate any change with our Treasury Supervisor at 770-360-0555.

Project Manager : File,Joe D  
Phone : 785-554-9108

Terms: Net thirty (30) days (unless otherwise negotiated).  
After thirty (30) days from invoice date a late charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law may be charged. Credit cards accepted.

Please quote invoice number with remittance.  
Direct all billing inquiries to [joe.file@woodplc.com](mailto:joe.file@woodplc.com)  
Please visit our website at <http://www.woodplc.com>  
U.S. Federal Tax ID # 91-1641772

Project : 8275000332 -- Osawatomie Levee Certification

Invoice # : S56560908

Phase : 1000 -- Levee Certification

Task : 1030 - Freeboard

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	3.50	140.0000	490.00
<b>Total : Professional Level 16</b>		<b>3.50</b>		<b>490.00</b>
<b>Total Fees</b>		<b>3.50</b>		<b>490.00</b>

**Total Task : 1030 - Freeboard** **490.00**

Task : 1050 - Embankment Protection

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	1.00	140.0000	140.00
<b>Total : Professional Level 16</b>		<b>1.00</b>		<b>140.00</b>
<b>Total Fees</b>		<b>1.00</b>		<b>140.00</b>

**Total Task : 1050 - Embankment Protection** **140.00**

Task : 1080 - IDA

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>610 - Professional Level 10</b>				
Goedeken,Mitchell K	R	7.00	100.0000	700.00
<b>Total : Professional Level 10</b>		<b>7.00</b>		<b>700.00</b>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	9.00	140.0000	1,260.00
<b>Total : Professional Level 16</b>		<b>9.00</b>		<b>1,260.00</b>
<b>Total Fees</b>		<b>16.00</b>		<b>1,960.00</b>

**Total Task : 1080 - IDA** **1,960.00**

Task : 1090 - O&M/As-Built

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	0.50	140.0000	70.00
<b>Total : Professional Level 16</b>		<b>0.50</b>		<b>70.00</b>
<b>Total Fees</b>		<b>0.50</b>		<b>70.00</b>

**Total Task : 1090 - O&M/As-Built** **70.00**

Task : 1100 - Report

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				

**Project: 8275000332 -- Osawatomie Levee Certification**

**Invoice # : S56560908**

**Phase : 1000 -- Levee Certification**

<b>Fees</b>	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	2.00	140.0000	280.00
Long,Matthew H	O	1.00	140.0000	140.00
<b>Total : Professional Level 16</b>		<b>3.00</b>		<b>420.00</b>
<b>Total Fees</b>		<b>3.00</b>		<b>420.00</b>

**Total Task : 1100 - Report** **420.00**

**Total Phase : 1000 -- Levee Certification**

<b>Fees :</b>	<b>3,080.00</b>
<b>Expenses :</b>	<b>0.00</b>
<b>Total :</b>	<b>3,080.00</b>

<b>Total Project:</b>	<b>8275000332 -- Osawatomie Levee Certification</b>	<b>3,080.00</b>
-----------------------	---	-----------------

Invoice



Remittance Address:  
Wood Environment & Infrastructure Solutions Inc.  
PO Box 74008618  
Chicago, IL 60674-8618

City of Osawatomie  
KDA Division of Water Resources  
City of Osawatomie  
820 Lincoln Avenue  
Osawatomie, KS 66064

Attention: Blake Madden

Re : Osawatomie Levee Certification

Invoice # : S56561058  
Invoice Date : 08/21/2019  
Project : 8275000332  
Contract Number : Ltr Contract-Std T&C

For Professional Services Rendered through: 08/02/2019

Fees	6,910.00
<b>Amount Due This Invoice **</b>	<b>6,910.00</b>

Direct Deposit Banking Information:

Bank of America  
100 West 33rd St.  
New York, NY 10001

For Automated Clearing House Transfers:  
ABA Routing #: 111000012  
Bank Account#: 4427306257

Please forward payment advice to the attention of Accounts Receivable at email: ar.aee@woodgroup.com

Outstanding Invoices for This Project			
Number	Date	Amount	Balance
S56560794	05/10/2019	32,530.60	32,530.60
S56560908	06/20/2019	3,080.00	3,080.00
S56561058	08/21/2019	6,910.00	6,910.00

Should the remit address or bank account details on this invoice not match those held in your records, and/or you have been notified by our company through phone, email, or letter to change any of our details, please authenticate any change with our Treasury Supervisor at 770-360-0555.

Project Manager : File,Joe D  
Phone : 785-554-9108

Terms: Net thirty (30) days (unless otherwise negotiated).  
After thirty (30) days from invoice date a late charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law may be charged. Credit cards accepted.

Please quote invoice number with remittance.  
Direct all billing inquiries to [joe.file@woodplc.com](mailto:joe.file@woodplc.com)  
Please visit our website at <http://www.woodplc.com>  
U.S. Federal Tax ID # 91-1641772

Project : 8275000332 -- Osawatomie Levee Certification

Invoice # : S56561058

Phase : 1000 -- Levee Certification

Task : 1010 - Project Management

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	2.50	140.0000	350.00
<b>Total : Professional Level 16</b>		<b>2.50</b>		<b>350.00</b>
<b>Total Fees</b>		<b>2.50</b>		<b>350.00</b>

**Total Task : 1010 - Project Management 350.00**

Task : 1030 - Freeboard

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	5.00	140.0000	700.00
<b>Total : Professional Level 16</b>		<b>5.00</b>		<b>700.00</b>
<b>Total Fees</b>		<b>5.00</b>		<b>700.00</b>

**Total Task : 1030 - Freeboard 700.00**

Task : 1040 - Closures

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	26.00	140.0000	3,640.00
<b>Total : Professional Level 16</b>		<b>26.00</b>		<b>3,640.00</b>
<b>Total Fees</b>		<b>26.00</b>		<b>3,640.00</b>

**Total Task : 1040 - Closures 3,640.00**

Task : 1050 - Embankment Protection

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>616 - Professional Level 16</b>				
Long,Matthew H	R	7.50	140.0000	1,050.00
<b>Total : Professional Level 16</b>		<b>7.50</b>		<b>1,050.00</b>
<b>Total Fees</b>		<b>7.50</b>		<b>1,050.00</b>

**Total Task : 1050 - Embankment Protection 1,050.00**

Task : 1080 - IDA

Fees	Reg/OT			
<u>Class / Employee Name</u>	<u>Ind</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>610 - Professional Level 10</b>				
Goedeken,Mitchell K	R	0.50	100.0000	50.00
<b>Total : Professional Level 10</b>		<b>0.50</b>		<b>50.00</b>

Project: 8275000332 -- Osawatomie Levee Certification

Invoice #: S56561058

Phase : 1000 -- Levee Certification

**Total Fees** **0.50** **50.00**

**Total Task : 1080 - IDA** **50.00**

Task : 1100 - Report

<b>Fees</b>		Reg/OT	Hours	Rate	Amount
<u>Class / Employee Name</u>	<u>Ind</u>				
<b>616 - Professional Level 16</b>					
Long,Matthew H	R		8.00	140.0000	1,120.00
<b>Total : Professional Level 16</b>			<b>8.00</b>		<b>1,120.00</b>
<b>Total Fees</b>			<b>8.00</b>		<b>1,120.00</b>

**Total Task : 1100 - Report** **1,120.00**

**Total Phase : 1000 -- Levee Certification**

<b>Fees :</b>	<b>6,910.00</b>
<b>Expenses :</b>	<b>0.00</b>
<b>Total :</b>	<b>6,910.00</b>

**Total Project:** **8275000332 -- Osawatomie Levee Certification** **6,910.00**

**Hall's Bobcat Service**

607 Mulberry Ave.  
Osawatomic, KS 66064

**Invoice**

Date	Invoice #
9/10/2019	3389

Division of E & H Properties, Inc.

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

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

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

<u><b>Your Residential or Commercial Contractor!</b></u>		P.O. No.	Terms	Project
			Net 10 days	
Description	Qty	U/M	Rate	Amount
Day 12(Installed 4" ditch liner around 24" culverts and chiseled west ditch to prepare for seeding)9/9/19				
Excavator/8,000 lbs Machine	5.1	hr	110.00	561.00
Bobcat T630	1.7	hr	110.00	187.00
Misc Trucking 2cu yds per hr.	2		75.00	150.00
Excavation per hour	7.2	hr	60.00	432.00
4" Ditch Liner(per ton)	33.31		18.80	626.23T
Gravel Hauling (per ton)	33.31		6.67	222.18T
Day 13(Finish prepping trail for road rock finish 4" ditch liner around culverts)9/10/19				
Excavator/8,000 lbs Machine	3.9	hr	110.00	429.00
Bobcat T630	2.7	hr	110.00	297.00
#86 Case 2290 tractor	2	hr	110.00	220.00
Excavation per hour	8.9	hr	60.00	534.00
4" Ditch Liner(per ton)	17.2		18.80	323.36T
Gravel Hauling (per ton)	17.2		6.67	114.72T
Day 14(Cut ditch 800-1100 foot mark watered grass seed and spread road rock from 0-800 ft mark)9/11/19				
Bobcat T630	2.3	hr	110.00	253.00
#86 Case 2290 tractor	1.7	hr	110.00	187.00
Excavation per hour	9.25	hr	60.00	555.00
1 1/4" Road Rock(per ton)	152.18		8.55	1,301.14T
Gravel Hauling (per ton)	152.18		6.67	1,015.04T
Day 15(Got started down into the large crossing)9/12/19				
Excavator/8,000 lbs Machine	1.1	hr	110.00	121.00
Bobcat T630	4.8	hr	110.00	528.00
Excavation per hour	3.35	hr	60.00	201.00
Please make check payable to: Hall's Bobcat Service			<b>Sales Tax (0.0%)</b>	
Term: Cash - Accounts not paid within 10 days of the date invoiced are subject to a 1.5% monthly finance charge.			<b>Total</b>	
email: hallsbobcatservice@gmail.com			<b>Payments/Credits</b>	
THANK YOU FOR YOUR BUSINESS			<b>Balance Due</b>	

**Hall's Bobcat Service**

607 Mulberry Ave.  
Osawatomie, KS 66064

**Invoice**

Date	Invoice #
9/10/2019	3389

Division of E & H Properties, Inc.

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

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

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

<u>Your Residential or Commercial Contractor!</u>		P.O. No.	Terms	Project
			Net 10 days	
Description	Qty	U/M	Rate	Amount
3" Base(per ton)	16.91		9.15	154.73T
Shot Rock	34.24		12.45	426.29T
1 1/4" Road Rock(per ton)	34.7		8.55	296.69T
Gravel Hauling (per ton)	85.85		6.67	572.62T
Day 16(Cleared trees and cut and staged material between #12 & #14, watered seed)9/16/2019				
Excavator/40,000 lbs. Machine	2.1	hr	150.00	315.00
Excavator/8,000 lbs Machine	1.5	hr	110.00	165.00
Bobcat T630	3.5	hr	110.00	385.00
#82 Versatile 835 tractor	1.4	hr	110.00	154.00
Excavation per hour	5.9	hr	60.00	354.00
3" Base(per ton)	49.61		9.15	453.93T
Gravel Hauling (per ton)	49.61		6.67	330.90T
Day 17(installing road through large crossing)9/17/2019				
Excavator/8,000 lbs Machine	1.2	hr	110.00	132.00
Bobcat T630	1.8	hr	110.00	198.00
#86 Case 2290 tractor	0.5	hr	110.00	55.00
Excavation per hour	6	hr	60.00	360.00
3" Base(per ton)	34.4		9.15	314.76T
Shot Rock	62.41		12.45	777.00T
Gravel Hauling (per ton)	96.81		6.67	645.72T
Day 18(Finished installing shot rock in large crossing and watered all seed)9/18/2019				
Excavator/8,000 lbs Machine	3.2	hr	110.00	352.00
Bobcat T630	3.6	hr	110.00	396.00
Excavation per hour	9.45	hr	60.00	567.00
3" Base(per ton)	83.83		9.15	767.04
Please make check payable to: Hall's Bobcat Service			<b>Sales Tax (0.0%)</b>	
Term: Cash - Accounts not paid within 10 days of the date invoiced are subject to a 1.5% monthly finance charge.			<b>Total</b>	
email: hallsbobcatservice@gmail.com			<b>Payments/Credits</b>	
THANK YOU FOR YOUR BUSINESS			<b>Balance Due</b>	



# Hall's Bobcat Service

607 Mulberry Ave.  
Osawatomie, KS 66064

# Invoice

Date	Invoice #
9/10/2019	3389

Division of E & H Properties, Inc.

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

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

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

<u>Your Residential or Commercial Contractor!</u>		P.O. No.	Terms	Project
			Net 10 days	
Description	Qty	U/M	Rate	Amount
Shot Rock	32.88		12.45	409.36T
Gravel Hauling (per ton)	116.71		6.67	778.46T
Day 19(Leveled gravel from #8-#13.5, watered seed)9/19/2019				
Bobcat T630	5.6	hr	110.00	616.00
Excavation per hour	5.9	hr	60.00	354.00
3" Base(per ton)	33.18		9.15	303.60
1 1/4" Road Rock(per ton)	67.15		8.55	574.13
Gravel Hauling (per ton)	100.33		6.67	669.20
Day 20(Removed trees and burnt coming out of large crossing, watered grass)9/20/2019				
Excavator/40,000 lbs. Machine	3.1	hr	150.00	465.00
Excavator/8,000 lbs Machine	3.6	hr	110.00	396.00
Bobcat T630	0.8	hr	110.00	88.00
#86 Case 2290 tractor	0.2	hr	110.00	22.00
Excavation per hour	8.05	hr	60.00	483.00
Please make check payable to: Hall's Bobcat Service			<b>Sales Tax (0.0%)</b>	\$0.00
Term: Cash - Accounts not paid within 10 days of the date invoiced are subject to a 1.5% monthly finance charge.			<b>Total</b>	\$21,589.10
email: hallsbobcatservice@gmail.com			<b>Payments/Credits</b>	\$0.00
THANK YOU FOR YOUR BUSINESS			<b>Balance Due</b>	\$21,589.10



**OATH OF OFFICE**  
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }  
MIAMI COUNTY } S.S.

I, **Mike Smith**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Interim City Manager** for the City of Osawatimie.

\_\_\_\_\_  
Mike Smith

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Tammy Seamands, City Clerk

(SEAL)

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** September 26, 2019

**AGENDA ITEM:** Charter Ordinance – Post-Election Seating

**PRESENTER:** Meagan Borth, Assistant to the City Manager

**ISSUE SUMMARY:** As previously mentioned, Senate Bill 105 authorizes a city to determine the start date of a regular term of office for a city officer by resolution of the city. The bill requires the start date be on or after December 1 following certification of the election and no later than the second Monday in January. If the city does not establish an alternative date, the bill specifies such term will begin on the second Monday in January. This law is effective on July 1, 2019.

To meet the requirements of this legislation, the City must pass a Charter Ordinance, which is attached. The only change made from Charter Ordinance 17 was the addition of Section Six. This allows the Council to decide the seating date, within the designated time frame, by passing a resolution.

As the legislation states seating must be done by the second Monday in January, current Charter Ordinance 17 is satisfactory for the 2019 election. It states that the current elected officials' terms, who are not reelected, will expire on the second Monday in January of 2020.

**COUNCIL ACTION NEEDED:** Discuss and consider the proposed Charter Ordinance.

**STAFF RECOMMENDATION TO COUNCIL:** Adopt the Charter Ordinance as presented.

**NOTE:** We intend to publish this as a summary. The summary would read as follows:

*Charter Ordinance No. 18 Summary*

*On September 26, 2019, the City of Osawatomie, adopted Charter Ordinance No. 18, which allows that persons elected in City elections subsequent to November 2019 shall take office as set out by resolution duly passed by the Governing Body. A complete copy of this ordinance is available at [www.Osawatomieks.org](http://www.Osawatomieks.org) or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney.*

## **Charter Ordinance No. 18**

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE 17 EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF K.S.A. 14-103 AND 14-201 AND K.S.A. 14-204 RELATING TO THE ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT.

WHEREAS, the Kansas legislature passed Senate Bill 105 which allows cities to establish the date when newly elected officials take office. The date selected must be between December 1 following the certification of the election and no later than the second Monday in January following the certification of the election.

WHEREAS, by Charter Ordinance 17 the City, among other things as specifically set out in said Charter Ordinance, exempted itself from certain provisions relating to City elections and by said Charter Ordinance provided that the terms of persons elected in 2017 and subsequent elections would complete their terms in January following their election.

WHEREAS, the City desires to Amend Charter Ordinance 17 by adding Section 6, to provide that for all elections of City Officials occurring after 2019, the date that such officials would take office would be as established by Resolution of the Governing Body.

WHEREAS, the City of Osawatomie does again exempt itself from the provisions of Kansas Statutes Annotated Sections 14-103, 14-201 and 14-204 and Amends Charter Ordinance 17 by adding Section 6 which provides that in all city elections subsequent to 2019 persons elected would take office as established by Resolution of the Governing Body

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS THAT CHARTER ORDINANCE 17 IS AMENDED AS FOLLOWS:

Section 1. The City of Osawatomie, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of L. 2015 Chapter 88, Section 11 and Sections 14-103 and 14-201 of Kansas Statutes Annotated and further elects to and does exempt itself and make inapplicable to it the provisions of L. 2015, Chapter 88, Section 71, which laws apply to this city, but are parts of enactments which do not apply uniformly to all cities.

Section 2. The City of Osawatomie, Kansas, continues to operate under the mayor-council-manager form of government and pursuant to all existing ordinances and charter ordinances relating to its form of government. The governing body shall consist of a mayor and eight council members to be elected to terms as set forth herein. The mayor and council members shall be residents and qualified electors of the City of Osawatomie, Kansas. The governing body of the city may, by ordinance, divide the city into wards and precincts, establish the boundaries thereof, and number the same. No ordinance redefining wards and precincts shall become effective less than 30 days prior to the next regular city election.

Section 3. Those governing body positions with terms that would have expired in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms expiring in April 2016, shall expire when the city officials elected in the April 2016 general election take office. Officials elected in the April 2016 election shall take office at the first regular meeting of the governing body following certification of

the election by the County election officer and will expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.

Section 4. A general election shall take place on the first Tuesday in April of 2016 for the purpose of electing positions on the governing body that will expire in April of 2016. Commencing in November of 2017, general elections shall take place on the Tuesday succeeding the first Monday in November 2017, and on the Tuesday succeeding the first Monday in November of odd numbered years thereafter for all such governing body positions whose terms will expire in January of the following year. The governing body shall be elected to terms as set forth herein. Two council members shall be elected from each ward. The mayor shall be elected at large. Council members shall be elected from the ward in which they are a resident.

Section 5. After the election to be held on November of 2017 elections will be held in odd numbered years for all such governing body positions whose terms will expire in January of the following year. Beginning with the election to be held on November of 2017, the mayor and four council members shall be elected at the election to be held in odd numbered years, and the mayor and the remaining four council members shall be elected at the election to be held in November of 2019. One council member from each ward shall be elected at one election, and the other council member from that ward shall be elected at the succeeding election. The council members shall have four year terms. The mayor shall have a two year term.

Section 6. That persons elected in City elections subsequent to November 2019 shall take office as set out by resolution duly passed by the Governing Body.

Section 7. That Charter Ordinance 17 is amended by adding new Section 6.

Section 8 This Charter Ordinance shall be published once each week for two consecutive weeks in the official city Newspaper.

Section 9. This Charter Ordinance shall take effect 61 days after the final publication unless sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon

ADOPTED AND PASSED by the Governing body with not less than two-thirds of the members elect voting in favor thereof, this \_\_\_ day of September 2019.

---

L. Mark Govea, Mayor

Seal

ATTEST:

Tammy Seamands, City Clerk

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** September 26, 2019

**AGENDA ITEM:** Century-link Pole Attachment Agreement

**PRESENTER:** Meagan Borth, Assistant to the City Manager

**ISSUE SUMMARY:** Decades ago, an agreement was made with a telephone company about the joint use of electric poles within City limits. Both the City and the telephone company own poles that the other has attachments on to provide services to our citizens. Currently, that electric company is called Century-link, and they are who the presented, updated agreement is with.

One issue addressed is that the rate was set at \$1.00 and never increased with inflation over the years. As we are nine months into 2019, the rate will stay the same for that billing period. However, the agreed upon rates going forward for both parties are:

In 2020 the annual rate per pole of \$8.00

In 2021 the annual rate per pole of \$9.00

In 2022 the annual rate per pole of \$10.00

The 2022 rate will be locked in for five years, but after that the rate may be negotiated again.

Another issue was that there was a lack of communication by the telephone company when we needed their attachments to be removed or move to another pole. Included in the agreement is a 30-day notice to either party to remove or move their attachments, and if that is not completed then the pole owner is allowed to do so themselves and charge the other party.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the proposed pole attachment agreement as this will provide a revenue increase since Century-link has attachments on more than 500 of our poles and we only have approximately 120 on theirs. It will also allow us to have more control over our own poles and the attachments on them.

## **AGREEMENT FOR JOINT USE OF POLES**

This AGREEMENT FOR JOINT USE OF POLES (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between The City of Osawatomie, Kansas, the owner and operator of a municipal electric utility located in Osawatomie, KS (“City” or “Electric Company”), and United Telephone Company of Kansas d/b/a CenturyLink, a Kansas Corporation (“CenturyLink” or “Telecommunications Company”). References in this Agreement to Owner and Licensee shall refer to either Party as interchangeably as the context may require. Owner and Licensee may be referred to hereafter individually as a “Party” and collectively as the “Parties.”

### **WITNESSETH:**

WHEREAS, the Parties own and operate pole lines in their respective, shared service territory located within the State of Kansas, Electric Company for the sole purpose of supplying electricity, and Telecommunications Company for the purpose of supplying telecommunications and related services, and

WHEREAS, the Parties hereto agree that the cooperative joint use of certain pole lines is advantageous to each of the parties and is in the public interest, and

WHEREAS, Each of the Parties recognizes the opportunities for mutual saving in investment through such joint use, and

WHEREAS, the joint use of poles currently is being maintained under the terms of one or more joint use agreements between the Parties and/or their predecessors-in-interest (“Prior Joint Pole Agreement”) and the parties desire to terminate those Prior Joint Pole Agreement(s) and enter into this Agreement for new joint use and with an incorporation of all Attachments made by the Parties pursuant to the Prior Joint Pole Agreement(s) will be deemed permitted or licensed pursuant to this Agreement as of the Effective Date hereof without further action by the Parties.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

### **ARTICLE I DEFINITION OF TERMS**

**ATTACHMENT**- The mounting of Licensee's facilities upon a joint pole shall constitute an Attachment. For Electric Company, the mounting upon one joint pole of its electric circuits, ground wires, service loops, control and fiber optic circuits, and/or items of equipment related to such occupancy shall constitute a single Attachment. For Telecommunications Company, the mounting of its telecommunications and related circuits, service loops, boxes, terminals, and/or related equipment upon one joint pole shall constitute one Attachment. It is understood between the parties that there shall not be a

charge for more than one Attachment per pole. This definition does not permit mounting of equipment or facilities that are designed or intended to release radio frequency emissions of signals (RF), including antennas and radios, which are considered wireless equipment and require a separate wireless agreement for attachment.

COST(S) – Whenever the term Cost(s) or cost(s) is used in the Agreement, it means all reasonable and actual, direct costs paid or payable and it will exclude any profit or markup.

ELECTRONIC NOTIFICATION SYSTEM (“ENS”) - The electronic notification system or systems designated by Owner that Owner may, in Owner’s sole discretion, require Licensee to use in submitting an Application or any information, notice, consent, approval, request, document, demand, or authorization and the like required or permitted under this Agreement.

EXTRA INSTALLATION COST - In the event a joint pole of extra size whether of extra height, or extra class, or of both is installed, the excess cost of such pole above the installed cost of a Standard Joint Pole shall be defined as Extra Installation Cost. The division between the Parties hereto of such Extra Installation Cost shall be determined in accordance with the provisions of Article IX.

LICENSEE - Whenever a Party to this Agreement shall attach its circuits and/or facilities to a joint pole, owned by the Owner, under the terms of this agreement, such Party shall be known as the Licensee of Normal Space upon such joint pole.

NET ATTACHMENTS - The number of Attachments of the Party having a majority of Attachments, less the number of Attachments of the other Party hereto shall represent Net Attachments, for the purpose of billing, as provided in Article III hereof.

NORMAL SPACE - The following described space:

1. For Electric Company, a space of 8 feet, measured downward from a point 9 inches below the top of the pole.
2. For Telecommunications Company, a space of 3 feet, at a sufficient distance below the space of Electric Company to provide at all times the minimum clearance required by the practices mentioned in Article V. The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable. Also, such assignment of space is not intended to preclude the use of more than a normal amount of space on a normal joint use pole by either Party when all of Normal Space is not required by the other party. Notwithstanding the provisions of this paragraph, both Parties to the agreement may require at any time the total Normal Space allowed to them. When Normal Space of one Party is being used by the other party and the one party requires additional Normal Space, such space shall be made available and the expense of providing the total Normal Space shall be borne by the Party using a portion of the other party's Normal Space.

OWNER - The Party, who owns, operates and maintains a pole or poles, used or proposed to be used jointly with the other Party shall be known as the Owner of such joint pole.



STANDARD JOINT POLE - Wherever a new joint pole is installed, a 40' Class 5 pole shall be considered a Standard Joint Pole. Nothing herein shall be construed as prohibiting the use of a smaller joint pole, wherever the circumstances of a particular location may justify, upon mutual agreement between the parties hereto.

**ARTICLE II  
ATTACHMENT UPON PERMISSION AND NOTICE**

Either Party, as Licensee, may place its Attachments upon any pole owned by Owner, upon receipt of a written permit for such Attachment from Owner, and any such matters given by a party using ENS will be deemed to be given in writing for purposes of this Agreement. In the event the pole in question is owned by Electric Company, the written permit shall be given by an authorized representative of Electric Company. If the pole is owned by Telecommunications Company, the written permit shall be given by an authorized representative of Telecommunications Company. All notices not sent via ENS shall be sent to the following points of contact:

For Electric Company:  
City of Osawatome Electric Utility  
Attn.: City Manager  
P.O. Box 37  
Osawatome, Kansas 66064

If operational Notices to Telecommunications Company:

CenturyLink  
Attn: Andrew Chong, Senior Joint Use Manager  
7601 Citrus Ave.  
Winter Park, Florida 32792

If legal Notice to Telecommunications Company:

CenturyLink  
1025 Eldorado Blvd., ROW  
Broomfield, CO 80021

With a copy of any Default Notices to (which alone does not constitute notice):

CenturyLink Law Department  
931 14<sup>th</sup> Street, Suite 103  
Denver, CO 80202  
Attn: Vice-President of Commercial Law

The permission granted herein to either party, as Licensee, to place its Attachments upon any pole owned by Owner is subject to Licensee's payment of the pole rental charge specified in Article III; Licensee's cooperation with Owner in setting joint use poles in a

timely manner; and, Licensee's transfer of Attachments upon Owner's reasonable request.

Notice given via ENS regarding any and all operational issues under this Agreement will be deemed to be given in writing for purposes of this Agreement.

### **ARTICLE III POLE RENTAL CHARGES**

The charge per pole due from either party as Licensee to the other party as Owner shall be based on the equitable sharing of the economies of joint use. Subject to the provisions of Article IV, the pole rental charge shall be as follows:

In 2019 the annual rate per pole for Electric Co. Attachments to Telco Co. poles of \$1.00

In 2019 the annual rate per pole for Telco. Co. Attachments to Electric Co. poles of \$1.00

In 2020 the annual rate per pole for Electric Co. Attachments to Telco Co. poles of \$8.00

In 2020 the annual rate per pole for Telco. Co. Attachments to Electric Co. poles of \$8.00

In 2021 the annual rate per pole for Electric Co. Attachments to Telco Co. poles of \$9.00

In 2021 the annual rate per pole for Telco. Co. Attachments to Electric Co. poles of \$9.00

In 2022 the annual rate per pole for Electric Co. Attachments to Telco Co. poles of \$10.00

In 2022 the annual rate per pole for Telco. Co. Attachments to Electric Co. poles of \$10.00

The annual rate per pole for Telco. Co. and Electric Co. shall remain at the 2022 rate for a period of five (5) years. After which, either Party may send written notice to the other stating their intent to renegotiate the annual per pole rate. Notice shall be delivered no later than one hundred and eighty (180) prior to the end of the calendar year. Upon receipt of such written notice, both Parties shall engage in discussions for a mutually agreeable annual per pole rate. In the event a mutually agreeable rate cannot be negotiated before the start of the year immediately following such notice, all future and pending attachment authorizations shall be suspended and neither Party shall be entitled to collect the annual pole rental charge until such time as a mutually agreed rate can be agreed upon.

The payments shall be based on the perpetual inventory as set forth in Article IV. It is the intent of the Parties that if the proportionate ownership of joint poles is maintained, then neither Party shall pay to the other any payments. If however, the perpetual inventory shows that one Party is attached to a higher number of joint poles than the other, and then such Party shall pay to the other party a sum which will equal the pole rental rate set out above times the number of net poles. The Party who is attached to the greater number of joint poles shall issue to the other Party an invoice for the net amount of pole rental due. The Party in receipt of such invoice will pay the full amount due within forty-five (45) days of the receipt date of invoice.

The pole rental billing period shall be for one year in advance of the billing date. The billing date shall be January 1 of each year. If the Parties have a current agreement that will be superseded by this document, that billing cycle shall become January 1 of each year and the current billing will be prorated.

Invoices and payments shall be sent to the Parties at the following respective addresses:

CenturyLink:

Invoices:  
CenturyLink  
700 W. Mineral Ave.  
NM M30.13  
Littleton, CO 80120

Payments:  
CenturyLink  
P.O. Box 2348  
Seattle, WA 98111

Electric Company:

City Manager  
City of Osawatomie  
P.O. Box 37  
Osawatomie, KS 66064

#### **ARTICLE IV IDENTIFICATION AND RECORD OF JOINT POLES AND ATTACHMENTS**

In order to identify the ownership of joint poles, each pole shall be identified by the initials or symbol of the Owner. Both Parties shall keep a perpetual inventory of joint poles. This inventory shall be the basis for billing the pole rental charge provided in Article III.

Whenever requested by either Party, with a minimum of one hundred eighty (180) days advance written notice (but not more often than once every 5 years except in the event of controversy as to the number of joint poles), a mutually planned (covering timing, cost, and scope) joint field inventory of all joint poles of the parties within their shared service territories hereto shall be made by representatives of Electric Company and Telecommunications Company, unless either Party shall waive such representation. At the conclusion of such inventory, representatives of each Party hereto shall mutually agree as to the accuracy of such inventory; and a representative of each Party shall indicate upon such inventory, said Party's approval thereof, and of the number of new joint poles determined upon the basis or said inventory.

Each party shall be responsible for their pro rata share of the actual, reasonable, and documented costs and expenses of conducting the inventory (taking into account all other parties, including Owner, have Attachments on the inventoried poles paying their respective pro rata share). Pro rata share shall mean the cost for each pole shall be apportioned equally among the entities whose Attachments are being audited, including the pole owner.

In the event the Owner no longer needs an existing pole and removes its facilities, the Licensee has the option of either removing its Attachment or taking ownership of that

existing pole. Upon written or electronic notification of the abandonment by the Owner to the Licensee and written or electronic acceptance of the transfer of ownership by Licensee, the Licensee becomes the new Owner of the pole and will continue maintenance of such pole. The new Owner will remove the pole identification markings of the previous Owner and replace them with pole identification markings of the new Owner to identify the ownership. Each Party will duly note the change on its perpetual inventory.

## **ARTICLE V CONSTRUCTION PRACTICE**

The Licensee's equipment shall be erected, installed, maintained, and removed in accordance with the specifications and regulations prescribed in the latest edition of the National Electrical Safety Code (NESC) and other pertinent requirements of this Agreement.

In the event attachments of the Licensee are found by the Owner to not be in compliance with the specifications and regulations prescribed by the National Electric Safety Code, (NESC) and the Licensee, after receiving written notice from the Owner, continues with no response or effort to correct the violation, the Owner has the right to cease all new additional Attachments by the Licensee until the violations are addressed and corrected. The Licensee has the right to maintain its prior Attachments theretofore made on the poles of the Owner subject to the conditions specified in the second paragraph of Article II, all such prior Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms and conditions of this agreement; provided, however, the Owner shall have the right to use its own crews or hire a qualified contractor (at the discretion of Owner) to perform the work necessary to bring such Attachments into compliance with the NESC, and Licensee shall be liable to Owner for the entire cost thereof.

No Licensee Attachment shall conflict with the primary use or operation of Owner's Poles by Owner, and may not limit or prohibit Owner's access to its attachments and thru-bolts, or by any third party with authorized attachments made to Owner's Poles, including, but not limited to, Owner's ability to provide a safe work environment for its employees and to provide high quality service to its customers.

## **ARTICLE VI RELOCATION AND REPLACEMENT**

Where joint use of a pole cannot begin until Owner has rearranged or relocated its Attachments thereon, or until Owner has substituted for the pole in question a stronger or taller pole, then Licensee shall place no Attachment on the existing pole, or on the pole placed as a substitute therefore, until Owner has completed the necessary rearrangements, relocation or transfer of its Attachments. When such changes or relocations are made at the request of the Licensee, said Licensee shall pay Owner within forty-five (45) days after receipt of the Owner's bill, the amount of said bill being determined by terms of this agreement. Owner will not begin any work until Licensee has paid all undisputed costs. In the event Owner has completed all necessary rearrangements, relocations or transfers of its Attachments and only Licensee's Attachments remain, should Licensee fail to relocate,

rearrange, or transfer its attachments within thirty (30) days of receipt of notice, Owner, at Owner's option, may elect to complete all relocations, rearrangements, or transfers of Licensee's attachments. Parties agree that in certain circumstances rearrangements, relocations, or transfers of Attachments may require a time extension to complete the rearrangements, relocations, or transfers, in such circumstances Owner and Licensee shall mutually agree upon a time frame for the rearrangements, relocations, or transfers to be completed. Owner shall bill Licensee for the actual cost of such relocations, rearrangements, or transfer and Licensee shall pay Owner all undisputed amounts within forty-five (45) days of receipt of Owner's invoice. Owner shall send notice for rearrangements, relocations, or transfers to FPT.Kansas@Centurylink.com

**ARTICLE VII  
REPLACEMENT OF DAMAGED JOINT POLE OWNED BY  
TELECOMMUNICATIONS COMPANY**

In the event a joint pole owned by Telecommunications Company shall be damaged, and prompt replacement is required in order to maintain service to customers, Electric Company will have the right to replace said damaged pole and, shall by mutual agreement, sell the new pole to Telecommunications Company for a price equal to the cost of the replacement job order, and the Telecommunications Company will take ownership of the new pole.

**ARTICLE VIII  
REPLACEMENT OF JOINT POLE FOUND TO BE IN A HAZARDOUS  
CONDITION**

Each Party expressly assumes responsibility for determining the condition of all poles to be climbed by its employees or contractors. In the event a joint pole shall be found by either Party hereto to be in a condition considered hazardous to continuity of utility service, or to employees of either Party, or to the public, such party shall promptly notify the other Party of such hazardous condition, whereupon the Owner will either (1) replace the hazardous pole with a new pole, or (2) by mutual agreement will authorize Licensee to replace such pole and bill Owner for the full cost of replacement. A failure by either Party to notify the other party of a hazardous condition in no event creates a liability to that Party.

**ARTICLE IX  
BASIS FOR THE DETERMINATION OF AMOUNT OF CONSTRUCTION AND  
REPLACEMENT COSTS TO BE PAID BY THE RESPECTIVE PARTIES**

The Parties hereto agree that in the event the existing facilities of the Owner are changed, or rearranged in order to accommodate the Attachment of the circuits of the Licensee, the Licensee shall pay the Owner the actual cost of such work.

The determination of the amount of costs arising out of construction or replacement of facilities jointly used, and the basis of sharing of such costs by the Parties shall be according to the following provisions:

1.  Neither Party shall be required to install a joint use pole if it is not necessary for and will not benefit said party.
2.  When a new Standard Joint Pole is installed and is necessary for and beneficial to both Parties, the cost thereof shall be borne by the Owner.
3.  Whenever a joint pole of extra size, whether of greater height or extra class is needed because of the requirements of the Owner, the entire construction cost shall be paid by the Owner.
4.  Whenever a new joint pole necessary for and beneficial to both Parties is installed, but extra size is needed because of the requirements of the Licensee, the Owner shall pay a portion of the cost equal to the cost of installation of a Standard Joint Pole. The Extra Installation Cost of the new pole shall be paid by Licensee.
5.  In the event the replacement or relocation of a joint pole or the installation of an extra size joint pole is necessary because of the combined requirements of both Parties hereto, or because of the requirements of public authorities, or of the owner of property occupied by said pole, then each Party shall pay one-half of the installation cost including the Extra Installation Cost.
6.  In any case where, due to the requirements of the other Party hereto, an existing pole or poles heretofore used solely by the Owner be prematurely replaced by a joint pole, or joint poles, the said other Party shall pay to the Owner the full cost of replacing the existing pole or poles.
7.  Whenever an additional pole is installed by Owner at the request of the Licensee, said Licensee shall reimburse Owner for the total actual cost of installing such pole, and Licensee shall take ownership of the new pole.
8.  In the event a Standard Joint Pole owned by Owner is replaced by Owner with a new pole, at the request of the Licensee, said Licensee shall reimburse Owner for the total actual cost of such replacement except when the request is made because the existing pole is unsafe or defective, then the costs shall be allocated according to the foregoing provisions 1 through 7 of this Article.
9.  In the event a pole is replaced by Owner and Owner notifies Licensee to transfer its Attachments to the new pole, but Licensee fails to do so within sixty (60) days of pole replacement, Licensee becomes responsible to remove the old pole at the time transfer is made by Licensee, and Licensee will assume all liability for said pole. If Licensee fails to remove old pole, Owner may remove said pole and bill Licensee for actual cost to do so.

**ARTICLE X  
CHANGE OF VOLTAGE OF CIRCUITS**

Electric Company shall have the right, in all cases where Electric Company is the Owner of a joint pole, to place thereon, operate, or remove its circuits of any voltage or character, and shall have the right to change the voltage or character of any existing circuits on such jointly used poles which are owned by Electric Company. Electric Company shall have the right to change the voltage or character of circuits on any joint pole owned by Telecommunications Company provided any changes or modifications meet the minimum requirements of the NESC.

**ARTICLE XI  
AUTHORITY OF OWNER**

Owner does not warrant or assure to the Licensee any right-of-way privileges or easement, in either the public highways or the private property of third parties, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's poles, either by governmental authorities, or by third parties over whose land said Attachments may be located, no liability on account thereof shall attach to the Owner, and the Licensee shall indemnify the Owner against any claims and demands which may be made by third parties against the Owner by reason of the Licensee having made Attachments to the Owner's poles without the Licensee having secured the requisite authority from governmental bodies or private land owners. Provided further, Licensee shall bear sole responsibility for outreach related to complaints or concerns arising from any governmental or public authority or any private individual or entity, related to its Attachments, including timely responding to complaints regarding Attachments, their size, placement, condition, or their effects on health, safety and the environment, or otherwise (a "Complaint").

In the event that Licensee is required by governmental authority or by the owners of real property to remove its Attachments from the poles of Owner because of lack of authority on the part of Owner to grant this license, then it is agreed that Licensee, at its expense, shall so remove its Attachments and property, and shall in no instance, have any claim against Owner for damages or expenses incurred in making or removing such Attachments, or for want of authority on behalf of Owner to grant this license.

**ARTICLE XII  
POLE ABANDONMENT**

If Owner intends to abandon a Pole on which Licensee has an Attachment and for which Licensee is the sole user, Owner will give notice to Licensee of its intention at least sixty (60) days prior to the date it intends to abandon the Pole. If Licensee elects to purchase the Pole, Licensee must sign and date a bill of sale, reflecting the net book value of the pole, in the form attached hereto as Exhibit A, which is incorporated into this Agreement by reference, and deliver it and payment of the purchase price to Owner. As of the effective date of the bill of sale, ownership of the Pole will transfer from Owner to Licensee. If Licensee does not purchase the pole and remove its Attachments in the time specified, Owner may remove and dispose of the

Attachments without any liability on Owner's part for damage to the Attachments or the real and personal property of Licensee or any other person or for any interruption of Licensee's services. For purposes of this paragraph, the definition of "Pole" does not include poles for which Owner has no legal right or authority to convey ownership or a continued right of occupancy to others.

### **ARTICLE XIII ATTACHMENT REMOVAL**

Licensee may, at any time, remove its Attachment(s) from any City Facility, provided it gives the City at least fourteen (14) days prior written notice. Provided, the City may require Licensee to leave in place any conduit, Innerduct or similar Communications Equipment within a City Conduit in order to prevent damage to City Facilities. After removal, Licensee shall restore the City Facilities to their condition immediately prior to the date such Attachments were made, excepting normal wear and tear.

In the event of any emergency that threatens person or property, the City may, in its reasonable discretion, after providing CenturyLink with notice on the twenty-four hour emergency line 1-866-864-2255, remove any of Licensee's Attachments. Such removal shall be at Licensee's sole cost and expense, unless the removal was the result of gross negligence or willful misconduct by the City. The City will give notice to Licensee as soon as practicable under the circumstances.

### **ARTICLE XIV LIABILITY AND DAMAGES**

1. Each Party will indemnify, defend and hold harmless the other Party, its agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions, damage to property, or other damage to the extent caused by any act or omission by the indemnifying Party's employees, agents, or contractors (including, without limitation, the installation, construction, operation or maintenance of each party's facilities). Licensee will further indemnify Owner from taxes and fees that may be levied by municipalities or other governmental entities and related to or arising from the presence of Licensee's Attachments on Owner's Poles, including but not limited to taxes or fees related to use of public rights-of-way, in association with this Agreement.

The indemnification, hold harmless and defense obligations set forth below in this Article: (a) are in addition to any other such obligations set forth elsewhere in this Agreement; and (b) will survive the expiration or termination of this Agreement, or the revocation of any applicable License.

2. Any and all liability for injury to or death of any person (including employees of the Parties hereto) and for loss or destruction of or damage to any property (including property of the Parties hereto) arising out of or in any way connected with the installation, maintenance, use, relocation, dismantling, abandonment, or removal of any joint pole or the attachments hereto, or the failure of either Party hereto to observe and perform any obligation hereunder shall be borne by the Parties hereto as follows:



- a.  Notwithstanding any provision to the contrary contained in this Agreement, if an employee of either Party to this Agreement is injured or killed due, in whole or in any part, to the fault of the employer or the injured or deceased employee, or both, the Party that is the employer will be solely liable for any and all liabilities, damages, liabilities, actions, causes of action, losses, costs and expenses (collectively, "Damages") resulting from any claims arising out of, or in any way relating to, such injury or death. Further, the employer will indemnify the Party that is not the employer for 100% of the Damages resulting from any claim arising out of, or in any way relating to, such injury or death which is due, in whole or in any part, to the fault of the employer or the injured or deceased employee, or both.
- b.  Notwithstanding any provision to the contrary contained in the Agreement, if an employee of a contractor of either Party to this Agreement is injured or killed due, in whole or in any part, to the fault of the contractor or the injured or deceased employee of the contractor, or both, the Party that engaged the contractor will be solely liable for any and all Damages resulting from any claims arising out of, or in any way relating to, such injury or death. Further, the Party that engaged the contractor will indemnify the other party for 100% of the Damages resulting from any claim arising out of, or in any way relating to, such injury or death which is due, in whole or in any part, to the fault of the contractor or the injured or deceased employee, or both.
- c.  Notwithstanding any provision to the contrary contained in the Agreement, if an employee of a subcontractor of either Party to this Agreement is injured or killed due, in whole or in any part, to the fault of the subcontractor or the injured or deceased employee of the subcontractor, or both, the Party on behalf of which the subcontractor was engaged will be solely liable for any and all Damages resulting from any claims arising out of, or in any way relating to, such injury or death. Further, the Party on behalf of which the subcontractor was engaged will indemnify the other Party for 100% of the Damages resulting from any claim arising out of, or in any way relating to, such injury or death which is due, in whole or in any part, to the fault of the subcontractor or the injured or deceased employee, or both.
- d.  Subject to the provisions above, any such liability caused by the sole negligence of one of the Parties hereto, or caused solely by the failure of one of the Parties hereto to observe and perform any obligation hereunder, shall be borne by such Party; and such Party shall defend, indemnify and hold harmless the other Party hereto against such liability.
- e.  Subject to the provisions above, any such liability caused by the joint or concurrent negligence of both Parties hereto or by the joint or concurrent failure of both Parties hereto to observe or perform any obligation hereunder, shall be borne equally by such Parties to the extent their negligence or failure contributed to any Damages incurred, except that each such Party shall assume all risk of loss or destruction or damage to its property.
- f.  Any other such liability shall be borne equally by the Parties involved in the event or occurrence creating such liability, to the extent their respective fault contributed to the liability, except that each such Party shall assume all risk of loss or destruction or damage to its property.

3. In the adjustment of any such claim of liability, the liability assumed by such Parties under the above provisions of this article shall include, in addition to the amounts paid to the claimant, all expenses incurred by such Parties in connection therewith, which shall comprise costs, attorney's fees, disbursements and other proper charges and expenditures.

4. If either Party hereto, as the result of any such claim of liability, should be compelled to pay damages in consequence thereof to a greater extent than specified in this article, such Party shall have, to the extent of the excess as paid by it, the right of reimbursement from the other Party affected by such claim.

5. When a Party becomes aware of a claim, demand or suit that is subject to the provisions of this Agreement, or any other claim, demand or suit related to indemnity, duty to defend or hold harmless provisions stated elsewhere in this Agreement (each a "Claim"), the Party to be indemnified, defended or held harmless ("Indemnified Party") must promptly give notice of the Claim to the other Party ("Indemnifying Party"), accompanied by a copy of any written documentation regarding the matter, including copies of accident reports, petitions, summons, complaints and statements. The Indemnifying Party will defend such Claim with its own counsel and at its own expense, and has the right to control the settlement or defense, except that the Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. The Parties will reasonably cooperate in the settlement or defense of any such Claim, and to the extent legally possible, give each other full access to all relevant information. The Indemnified Party's own counsel may, at the Indemnified Party's own cost and expense, participate with the Indemnifying Party and its counsel in the defense or settlement of any such Claim.

6. Notwithstanding any provision to the contrary contained in this Agreement, neither Party is liable to the other for any special, punitive or exemplary damages, or for indirect or consequential damages, such as damages for loss of anticipated profits or revenue or other economic loss, for any claim or cause of action arising out of or related to this Agreement, whether arising in contract, tort or otherwise, or whether arising from any grossly negligent, willful or fraudulent act or omission.

7. Nothing in this agreement shall be construed to create a liability on the part of the Electric Company by indemnification or other type of claim that obligates the Electric Company to assume a liability greater than permitted by Kansas Tort Claims Act.

## **ARTICLE XV INSURANCE**

Without limiting the liabilities or indemnification obligations of Licensee, Licensee will, at its own cost and expense, maintain during the Term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII or better and authorized to do business in each state where Licensee will perform work under this Agreement. Licensee may obtain all insurance limits through any

combination of primary and excess or umbrella liability insurance. Licensee will require its subcontractors to maintain proper insurance applicable to the type and scope of work to be performed under this Agreement.

- (a)  Workers' Compensation insurance with statutory limits applicable in each state where the work is to be performed including Employer's Liability or "Stop Gap" insurance with limits not less than \$1,000,000 each accident.
- (b)  Commercial General Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering personal injury, bodily injury, death, property damage, products/completed operations, and contractual liability.
- (c)  Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement.
- (d)  Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000 each occurrence.

Licensee's compliance with its obligations under this Article will not relieve Owner of any liability under this Agreement or in any way modify Licensee's obligations under this Agreement to indemnify, defend and hold Owner harmless.

The Owner, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections (b), (c) and (d) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Owner, subject to the indemnification provisions of this Agreement. Prior to commencement of work under this Agreement and upon any renewal of insurance during the Term of this Agreement, Licensee will make available to Owner evidence of the insurance required herein.

Owner may, at its discretion and upon prior notice to Licensee, require at any time during the Term additional coverage and insurance limits greater than those required under this Article. Licensee's liability to Owner is not limited to the insurance coverage certified or required to be carried under this Article.

## **ARTICLE XVI ASSIGNMENT**

Neither Party shall assign, transfer, or sublet this agreement, nor any privileges herein granted, except with the written consent of the other Party. Such consent will not be unreasonably withheld, expressed or denied.

## **ARTICLE XVII BILLS IN PAYMENT FOR WORK**

Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work will present to the other Party within sixty (60) days after the completion of such work a statement of the costs and such other Party will within sixty (60) days after such statement is presented pay to the Party doing the work such other Party's proportion of the cost of said work.

**ARTICLE XVIII  
RENEWAL AND DEFAULT**

This Agreement shall become effective as of \_\_\_\_\_. This Agreement in its initial term shall continue in full force and effect for a period of ten (10) years from the effective date of this Agreement as stated above. The Agreement shall automatically extend on the same terms and conditions for successive one-year terms or until either Party provides written notice to the other Party of their desire to cancel future Attachment rights, in which case future Attachments rights shall cease at the end of the then current term or extension period as the case may be. The written Notice to cancel the Agreement must be given not less than one hundred eighty (180) days prior to the expiration of the then current term.

In the event either Party cancels future Attachment rights pursuant to the paragraph above, or in the event the Parties fail to negotiate a new Agreement before the end of the final renewal term or to agree upon a new Attachment charge pursuant to Article III, the right to make additional Attachments shall cease; however, such cessation of future Attachment rights shall not abrogate or terminate the right of either Party as Licensee to maintain the Attachments theretofore made on the pole of the Owner subject to the conditions specified in Articles XI, XII, and XIII. All such prior Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms and conditions of this agreement.

**ARTICLE XIX  
ENTIRE AGREEMENT**

This Agreement, together with its exhibits, appendices and other documents contemplated hereunder, constitutes the entire understanding of the Parties, and supersedes all prior contracts, understanding, representations and correspondence pertaining to the subject matter of this agreement, whether written or oral. This agreement shall only be modified by a written amendment signed by both Parties.

**ARTICLE XX  
SUBSEQUENT LAW**

The terms, conditions and rates of this agreement were composed in order to effectuate the legal requirements and/or parameters in effect at the time the agreement was produced. In the event that any of the terms, conditions and/or rates herein, or any of the laws or regulations that were the basis or rationale for such terms, conditions and/or rates in this agreement are invalidated, modified or stayed by any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be invalidated or modified, consistent with the action of the regulatory agency, legislative body, or court, upon the written request of either Party.

**ARTICLE XXI  
GOVERNING LAW**

The validity, performance and all matters relating to the effect of this agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Kansas.

**ARTICLE XXII  
FORCE MAJEURE**

In the event performance of this agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of a public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

IN WITNESS WHEREOF, the Parties hereto have, respectively, caused this agreement to be duly executed the day and year first above written.

“ELECTRIC COMPANY”

“TELECOMMUNICATIONS COMPANY”

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_  
City Clerk

## BILL OF SALE

This Bill of Sale is entered into as of the "Effective Date" (as defined in Section 8) by and between \_\_\_\_\_, a \_\_\_\_\_ ("Owner"), and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee").

### BACKGROUND:

A. Owner and Licensee entered into that certain Pole License Agreement dated \_\_\_\_\_ ("Agreement"), whereby Licensee could purchase Owner's abandoned poles under certain circumstances.

B. Licensee desires to purchase from Owner the poles described in Exhibit A attached to this Bill of Sale (collectively, the "Abandoned Poles") for the price of \$ \_\_\_\_\_ ("Purchase Price").

C Capitalized terms used in this Bill of Sale which are not defined in this Bill of Sale will have the meanings ascribed to them in the Agreement.

For good and valuable consideration (which includes the releases and indemnities set forth below), the receipt and sufficiency of which are acknowledged by Owner and Licensee, Owner and Licensee agree as follows:

1. Owner acknowledges receipt of the Purchase Price from Licensee. In addition to paying the Purchase Price, Licensee is responsible for paying all sales and use taxes applicable to this transaction.

2. Pursuant to the terms and conditions of this Bill of Sale, Owner quitclaims and conveys to Licensee the Abandoned Poles effective as of the Effective Date. Ownership and risk of loss of the Abandoned Poles will transfer to Licensee on the Effective Date.

3. Licensee represents and warrants to Owner that Licensee has made a thorough physical inspection of the Abandoned Poles and has determined that the Abandoned Poles are capable of being put into service or used as is appropriate for Licensee's purposes. From and after the Effective Date, Licensee (i) will provide safety devices and equipment, (ii) will perform maintenance and inspection services, and (iii) will provide employee and contractor training, as necessary in order to cause the Abandoned Poles, any Licensee Equipment and equipment of Existing Attachers placed on the Abandoned Poles, and any work performed by Licensee and others in connection with such poles and equipment, to comply with (A) the laws, rules, ordinances, orders, decisions and regulations of any applicable governmental authority or body, and (B) the National Electrical Safety Code and any other generally accepted industry safety standards.

4. Owner does not warrant or assure to Licensee any Right of Way, or other right of access to the Abandoned Poles, and if Licensee and its agents, contractors, customers and attachers are prevented from maintaining, possessing or using the Abandoned Poles, Owner will have no liability on account of such denial of access.

**5. LICENSEE AGREES THAT NEITHER OWNER NOR ANYONE ON OWNER'S BEHALF HAS MADE, AND OWNER SPECIFICALLY DISCLAIMS MAKING, ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, WITH RESPECT TO: (a) THE VALUE, NATURE OR QUALITY OF THE ABANDONED POLES; (b) THE SUITABILITY OF THE ABANDONED POLES FOR ANY AND ALL ACTIVITIES AND USES WHICH LICENSEE MAY CONDUCT WITH OR ON THE ABANDONED POLES; (c) THE COMPLIANCE OF OR BY THE ABANDONED POLES OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, OR WITH THE NATIONAL ELECTRICAL SAFETY CODE AND ANY OTHER GENERALLY ACCEPTED INDUSTRY SAFETY STANDARDS; (d) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ABANDONED POLES; (e) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE ABANDONED POLES; (f) THE PHYSICAL CONDITION OR STATE OF REPAIR OR LACK OF REPAIR OF THE ABANDONED POLES; (g) THE SAFETY OF THE ABANDONED POLES OR THE PREMISES SURROUNDING THE ABANDONED POLES; (h) THE STATUS OF TITLE TO THE ABANDONED POLES; AND (i) ANY OTHER MATTER WITH RESPECT TO THE ABANDONED POLES AND, SPECIFICALLY, THAT OWNER HAS NOT MADE, AND SPECIFICALLY DISCLAIMS MAKING, ANY REPRESENTATIONS REGARDING**

COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. LICENSEE FURTHER AGREES THAT THE SALE OF THE ABANDONED POLES IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS, AND THAT LICENSEE ACCEPTS THE ABANDONED POLES IN THEIR "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS BILL OF SALE OR THE AGREEMENT, THE AGREEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS SECTION 5 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

6. LICENSEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES, AND FOREVER DISCHARGES OWNER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF OWNER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING (COLLECTIVELY, "OWNER PARTIES"), OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES AND COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, WHICH LICENSEE OR ITS SUCCESSORS OR ASSIGNS NOW HAS OR WHICH MAY ARISE IN THE FUTURE, IN ANY WAY RELATED TO THE ABANDONED POLES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS BILL OF SALE OR THE AGREEMENT, THE WAIVER, RELEASE AND DISCHARGE CONTAINED IN THIS SECTION 6 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT. Licensee will include in any bill of sale or other instrument of transfer by which Licensee conveys any of the Abandoned Poles to a third party (including any affiliate of Licensee) the foregoing waiver, release and discharge in order to cause the third party transferee also to waive such claims and to release and discharge Owner.

7. LICENSEE WILL INDEMNIFY AND HOLD HARMLESS THE OWNER PARTIES FROM AND AGAINST ANY CLAIMS, LIABILITIES, SUITS, FINES, PENALTIES, COSTS, JUDGMENTS AND DAMAGES WHATSOEVER (INCLUDING THIRD PARTY CLAIMS AND INCLUDING COSTS OF SETTLEMENT, COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES), WHETHER GENERAL, COMPENSATORY OR PUNITIVE (COLLECTIVELY, "CLAIMS"), THAT RELATE IN ANY WAY TO: (a) ANY NEGLIGENT ACT OR OMISSION OF LICENSEE OR ANY OF ITS EMPLOYEES, AGENTS OR CONTRACTORS; (b) ANY BREACH OF THIS AGREEMENT BY LICENSEE; (c) ANY SUBSEQUENT SALE OF ANY OF THE ABANDONED POLES BY LICENSEE; (d) POSSESSION, USE, MODIFICATION, REPAIR OR REPLACEMENT OF THE ABANDONED POLES BY LICENSEE OR ANY AGENT, CONTRACTOR, CUSTOMER OR ATTACHER OF LICENSEE; (E) PHYSICAL DAMAGE OR INJURY TO PERSONS OR PROPERTY INVOLVING THE ABANDONED POLES AND OCCURRING AFTER THE EFFECTIVE DATE; AND (e) ENVIRONMENTAL CLAIMS (AS DEFINED BELOW). "ENVIRONMENTAL CLAIMS" MEANS CLAIMS (INCLUDING ENVIRONMENTAL CLEAN-UP COSTS, RESPONSE COSTS, COSTS OF CORRECTIVE ACTION, COSTS OF FINANCIAL ASSURANCE, AND NATURAL RESOURCE DAMAGES) ASSERTED AGAINST A OWNER PARTY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ., THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6901 ET SEQ., THE FEDERAL WATER POLLUTION CONTROL ACT ("FWPCA"), 33 U.S.C. §1251 ET SEQ., THE CLEAN AIR ACT ("CAA"), 42 U.S.C. § 7401 ET SEQ., THE HAZARDOUS MATERIALS TRANSPORTATION ACT ("HMTA"), 49 U.S.C. § 1801 ET SEQ., AND OTHER COMPARABLE LAWS, RULES, ORDINANCES, ORDERS, DECISIONS AND REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY RELATING TO THE HANDLING, SCRAP, DESTRUCTION, USE, MAINTENANCE OR DISPOSITION OF THE ABANDONED POLES.

8. On the Effective Date, Licensee will remove any of Owner's ownership tags and structure numbers identifying the Abandoned Poles as being owned by Owner, and replace them with Licensee's ownership tags, structure numbers and other items that clearly and conspicuously identify the Abandoned Poles as being owned by Licensee.

9. In this Bill of sale, unless the context otherwise requires, (i) singular includes the plural and plural the singular, and masculine, feminine and neuter genders are interchangeable, (ii) use of the word “and” means both “and” and “or”, (iii) use of the word “including” does not exclude items not listed and (iv) use of the word “will” connotes a mandatory action. This Bill of Sale may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

10. The “Effective Date” of this Bill of Sale is the earlier to occur of (i) the date this Bill of Sale is last signed by both Owner and Licensee where indicated below, or (ii) the date Licensee first asserted control over the Abandoned Poles.

OWNER

LICENSEE

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**From:** [Benight, Brian](#)  
**To:** [Meagan Borth](#)  
**Subject:** RE: City of Osawatomie and CenturyLink  
**Date:** Friday, June 7, 2019 9:11:18 AM

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Good Morning Meagan,

I am waiting to hear back from my field guys on contract language. In the mean time I pull every active attachment contract in Kansas for CTL.

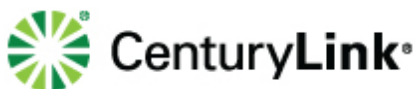
Only one agreement is within the last 3 years. Unfortunately, the agreement has a confidentiality clause and I cannot share the name of the city. I can tell you it is a joint use agreement, the rate is \$8.00/pole per year for both parties, and it is open for rate increase negotiates at the end of every term.

After that I have an agreement with a rate increase in 2013 to \$6.00/pole per year and an agreement with a 2010 rate increase to \$4.25/pole per year. These agreements are not joint use. Every other agreement I have is from the '90s or earlier with rate increased here and there over the years, but nothing recently.

More for my own information, how is Osawatomie calculating the value of proposed rates for the area?

*Brian Benight*

Contracts Manager II - NIS  
P: 720-888-6462  
E: [Brian.Benight@CenturyLink.com](mailto:Brian.Benight@CenturyLink.com)



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**From:** Meagan Borth <MBorth@osawatomiaks.org>  
**Sent:** Tuesday, June 4, 2019 2:02 PM  
**To:** Benight, Brian <brian.benight@level3.com>  
**Subject:** RE: City of Osawatomie and CenturyLink

That is totally fine, take your time. We are okay with the JUA, we just sent what we had used previously. The City Manager was thinking of comparable as in ones signed within the last couple of years in Kansas. Would you mind sending me the data you have for that?

**Meagan Borth**  
**Assistant to the City Manager**  
City of Osawatomie, Kansas  
913-755-2146 x103

CITY OF OSAWATOMIE  
 YTD TREASURERS REPORT  
 AS OF: FEBRUARY 28TH, 2019

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	380,726.69	582,527.81	319,638.56	643,615.94	0.00	( 25,070.37)	618,545.57
02 -WATER	286,565.26	175,394.92	81,178.74	380,781.44	0.00	( 9,603.69)	371,177.75
03 -ELECTRIC	470,999.15	633,250.41	304,436.39	799,813.17	0.00	( 79,314.68)	720,498.49
04 -SEWER	226,028.83	124,317.82	74,059.56	276,287.09	0.00	( 13,849.40)	262,437.69
05 -REFUSE	6,485.72	210.00	905.49	5,790.23	0.00	( 1,383.05)	4,407.18
06 -LIBRARY	104,505.74	352.10	550.59	104,307.25	0.00	( 89.76)	104,217.49
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 -INDUSTRIAL PROMOTION	102,181.83	4,502.61	13,294.78	93,389.66	0.00	0.00	93,389.66
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	34,674.20	0.00	0.00	34,674.20	0.00	0.00	34,674.20
12 -STREET IMPROVEMENTS	244,185.16	30,571.32	4,672.68	270,083.80	0.00	( 437.85)	269,645.95
13 -TOURISM	47,849.20	3,879.77	1,711.26	50,017.71	0.00	( 765.34)	49,252.37
14 -PUBLIC SAFETY EQUIPMENT	89,459.54	16,753.06	35,368.18	70,844.42	0.00	( 1,050.00)	69,794.42
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	18,672.52	7,688.90	25,252.65	1,108.77	0.00	( 810.66)	298.11
21 -CIP - GENERAL	174,072.57	0.00	40,000.00	134,072.57	0.00	0.00	134,072.57
22 -CIP -WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 -CIP - ELECTRIC	194,622.89	881.31	26,064.20	169,440.00	0.00	( 1,837.50)	167,602.50
24 -CIP - SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 -CIP - STREET PROJECT	771,652.38	0.00	220,944.38	550,708.00	0.00	0.00	550,708.00
27 -CIP - GRANTS	24,466.42	0.00	4,234.16	20,232.26	0.00	( 35.00)	20,197.26
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	203,007.31	283,862.09	100,345.70	386,523.70	0.00	0.00	386,523.70
32 -CAFETERIA 125	80,319.46	3,653.88	6,758.81	77,214.53	0.00	0.00	77,214.53
35 -TECHNOLOGY FUND - CIP	133,103.19	0.00	8,651.85	124,451.34	0.00	( 7,479.69)	116,971.65
41 -BOND & INTEREST	201,266.98	216,014.58	125,040.00	292,241.56	0.00	0.00	292,241.56
43 -ELECTRIC DEBT SERVICE	149,988.39	72,620.84	96,250.00	126,359.23	0.00	0.00	126,359.23
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	14,864.54	2,626.00	1,025.00	16,465.54	0.00	0.00	16,465.54
53 -FORFEITURES	2,562.35	4,190.42	0.00	6,752.77	0.00	0.00	6,752.77
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.84	0.00	0.00	0.84	0.00	0.00	0.84
93 -PAYPAL CLEARING FUND	0.01	0.00	0.00	0.01	0.00	0.00	0.01
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,992,459.37	2,163,297.84	1,490,382.98	4,665,374.23	0.00	( 141,726.99)	4,523,647.24

\*\*\* END OF REPORT \*\*\*

CITY OF OSAWATOMIE  
 YTD TREASURERS REPORT  
 AS OF: JULY 31ST, 2019

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	380,726.69	1,763,756.53	1,464,995.56	679,487.66	0.00	( 35,129.34)	644,358.32
02 -WATER	286,565.26	602,672.76	499,672.39	389,565.63	0.00	( 7,418.88)	382,146.75
03 -ELECTRIC	470,999.15	2,118,335.28	1,956,520.94	632,813.49	0.00	( 59,254.03)	573,559.46
04 -SEWER	226,028.83	486,975.57	511,330.07	201,674.33	0.00	( 14,565.76)	187,108.57
05 -REFUSE	6,485.72	596.76	5,067.90	2,014.58	0.00	( 1,383.05)	631.53
06 -LIBRARY	104,505.74	11,365.02	12,437.60	103,433.16	0.00	( 89.75)	103,343.41
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	24,685.05	( 24,685.05)	0.00	0.00	( 24,685.05)
09 -INDUSTRIAL PROMOTION	102,181.83	11,861.42	22,896.84	91,146.41	0.00	0.00	91,146.41
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	34,674.20	12,957.42	0.00	47,631.62	0.00	0.00	47,631.62
12 -STREET IMPROVEMENTS	244,185.16	90,481.78	29,641.41	305,025.53	0.00	( 437.85)	304,587.68
13 -TOURISM	47,849.20	36,836.39	20,817.06	63,868.53	0.00	( 765.32)	63,103.21
14 -PUBLIC SAFETY EQUIPMENT	89,459.54	87,965.88	89,393.15	88,032.27	0.00	( 116.01)	87,916.26
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	18,672.52	157,945.75	167,103.71	9,514.56	0.00	146.47	9,661.03
21 -CIP - GENERAL	174,072.57	70,000.00	75,432.89	168,639.68	0.00	0.00	168,639.68
22 -CIP -WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 -CIP - ELECTRIC	194,622.89	1,811.16	161,224.30	35,209.75	0.00	( 5,375.94)	29,833.81
24 -CIP - SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 -CIP - STREET PROJECT	771,652.38	0.00	784,251.88	( 12,599.50)	0.00	0.00	( 12,599.50)
27 -CIP - GRANTS	24,466.42	0.00	22,748.00	1,718.42	0.00	( 35.00)	1,683.42
29 -CIP - SPECIAL PROJECTS	0.00	105,166.00	20,142.78	85,023.22	0.00	0.00	85,023.22
31 -EMPLOYEE BENEFITS	203,007.31	614,479.31	389,730.44	427,756.18	0.00	0.00	427,756.18
32 -CAFETERIA 125	80,319.46	16,848.94	16,407.20	80,761.20	0.00	0.00	80,761.20
35 -TECHNOLOGY FUND - CIP	133,103.19	17,803.97	105,287.62	45,619.54	0.00	( 7,479.69)	38,139.85
41 -BOND & INTEREST	201,266.98	608,644.77	175,727.50	634,184.25	0.00	0.00	634,184.25
43 -ELECTRIC DEBT SERVICE	149,988.39	216,787.95	96,250.00	270,526.34	0.00	0.00	270,526.34
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	14,864.54	10,856.00	14,942.00	10,778.54	0.00	0.00	10,778.54
53 -FORFEITURES	2,562.35	10,516.84	0.00	13,079.19	0.00	0.00	13,079.19
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.84	0.00	0.00	0.84	0.00	0.00	0.84
93 -CREDIT CARD CLEARING FUND	0.01	183.31	0.00	183.32	0.00	0.00	183.32
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,992,459.37	7,054,848.81	6,666,706.29	4,380,601.89	0.00	( 131,904.15)	4,248,697.74

\*\*\* END OF REPORT \*\*\*