

OSAWATOMIE CITY COUNCIL

AGENDA

November 8, 2018

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. November 8th Agenda
 - B. Council Minutes of October 11 and October 25, 2018
 - C. Register Reports 2018-09 and 2018-10
 - D. Pay Application #3 – CS Cunningham LLC – 10th Street Bridge – \$3,150.00
 - E. Pay Application – JEO Consulting – Electric Generation Project – \$1,275.00
 - F. Pay Applications – Tyler Technologies – Finance/Utility – \$7,318.97
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
 - A. Reauthorize Grocery Store Equipment Lease-Purchase Agreement
 - B. Waste Management Contract
 - C. Ordinance – Mandatory Trash Service
10. New Business
 - A. Ordinance – Speed Limits
 - B. Ordinance – Neighborhood Revitalization Program
 - C. Resolution – Property Maintenance Board of Appeals
 - D. 2018 Budget Amendments
 - E. Designate Alternate Meeting Date for November 22 (Rec. November 29)
11. Council Report
12. Mayor's Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – November 29, 2018

Osawatomie, Kansas. **October 11, 2018.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Diehm, Hampson, Maichel, Macek, Walmann and Wright. Absent was Councilman LaDuex. City Staff present at the meeting were: City Clerk Tammy Seamands, City Attorney Dick Wetzler, City Manager Don Cawby, Police Chief David Ellis and Public Works Director Blake Madden. Members of the public were: John Wastlund, Doug Walker and George Pretz.

INVOCATION. John Wastlund, The Well Wesleyan Church

CONSENT AGENDA. Approval of October 11th Agenda; Special Event Permit – Girl Scout Flag Ceremony – November 10 ; Special Event Permit – Veterans Day Parade – November 9 ; Pay Application – BG Consultants – Main Street Phase II - \$1,160.50 ; Pay Application #1 – GK Smith & Sons – Sewer Plant Heater - \$24,022.00 ; Pay Application – JEO Consulting – Electric Generation Project - \$600.00 ; Pay Application #2 – CS Cunningham LLC – 10th Street Bridge - \$8,400.00 ; Pay Applications – Tyler Technologies – Finance/Utility - \$11,150.00 ; Pay Applications – Tyler Technologies – Police/Court- \$3,896.46. **Motion** made by Dickinson, seconded by Maichel to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

George Pretz, County Commissioner, gave a quick review of the quarter cent sales tax. Presented a \$500,000 check from Miami County.

John Wastlund, The Well Wesleyan Church, ministerial association has come together on occasions to provide for the public. They will be hosting a Thanksgiving dinner on November 11th including a free concert at the city auditorium.

Doug Walker, 1st Street, wanted to thank city crews for their help and they done a great job.

PRESENTATIONS. None.

UNFINISHED BUSINESS.

WASTE MANAGEMENT CONTRACT. City Manager Cawby advised the council that after meeting with Waste Management there are a few options we agreed to look at; which include, residential billing, commercial/industrial billing and penalty language.

NEW BUSINESS.

OSAWATOMIE TRAIL TASK FORCE. Councilman Jeff Walmann presented the list of members who have shown interest in serving. The task force would help with the development, construction and promotion of the trail in the Osawatomie area. City Manager Cawby reviewed the purpose of a task force and what their priorities would be. **Motion** made by Hampson, seconded by Maichel to Approve the Task Force with Members presented except Public Worsk Director Blake Madden. Yeas: All.

COUNCIL REPORTS.

Tamara Maichel ~ wanted to thank city crews for their work on pumping the water. Attended the League Annual Conference over the last weekend. The schedule was messed up due to Trump being in town, but it was very informative.

MAYOR'S REPORT.

Will be sending out what the league will be voting on, so that the council can view it and have an idea of what they vote on.

CITY MANAGER & STAFF REPORTS.

Have had two more contacts interested in the grocery store, but still speaking with the first person that made contact. Will be working on contracts.

They have done an extension on the contract for Northland.

Tammy and himself done walkthroughs with MPR of all the buildings.

EXECUTIVE SESSION. **Motion** made by Hampson, seconded by Maichel to go into executive session for Attorney-Client Communication to include City Manager Cawby, City Attorney Dick Wetzler and Public Works Director Blake Madden to come back at 8:30 p.m. (10 minutes). No Action Taken.

OTHER DISCUSSION/MOTIONS.

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

/s/ Ashley Kobe

Ashley Kobe, Executive Assistant

Osawatomie, Kansas. **October 25, 2018.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Diehm, Hampson, LaDuex, Maichel, Macek and Walmann. Absent were Councilman Dickinson and Wright. City Staff present at the meeting were: City Clerk Tammy Seamands, City Attorney Dick Wetzler, City Manager Don Cawby, Assistant Chief of Police David Stuteville and Police Sergeant Tina Fenoughty. Members of the public were: Wayne Ova, Gary Ogden, Charlotte McAnerny, Keith Oakley, Tisha Oakley, Jonathan Watson, Brianna Watson, Lindon Watson, Lori Tanner and Amaya Marta.

INVOCATION. Wayne Ova, Faith Baptist Church

CONSENT AGENDA. Approval of October 25th Agenda; September 5th, 13th, and 27th Minutes; Pay Applications – Tyler Technologies – Police/Court - \$29,152.80. **Motion** made by Maichel, seconded by Hampson to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Wayne Ova, Faith Baptist Church, will be hosting a Trunk or Treat at their church 601 Retan. Still continuing the city union mission and monthly chapel service at the Osawatomie State Hospital.

Gary Ogden, Rohrer Heights, requesting street patch work on Oak Drive and Rohrer Heights. There are two water meters on his property that were sunk pretty bad, they have raised them and now they are too high. He is requesting that those go back to ground level. The house on the corner of Rohrer Heights and Parker is in sad shape, is it possible to condemn. Thinks something needs to be done with old cars that are sitting around and not moving.

Tisha Oakley, 160 14th, feels the speed limit on her street is too high and witnessed a child almost get hit last week. Has had a petition signed by neighbors to request the speed limit get lowered to 15 mph and a sign marking that it is a dead-end street.

Keith Oakley, 160 14th, wanted to inform that according to the National Highway Traffic Safety Administration it takes 144 feet to stop a vehicle going 30 mph and 30 feet to stop a vehicle going 15 mph.

Lori Tanner, 159 14th, requesting that the speed limit gets reduced on 14th street.

Lindon Watson, 150 14th, he just moved into the 14th street area and his vehicle was hit while it was parked on the road. Shortly after another neighbor's vehicle was struck as well.

Johnathan Watson, 150 14th, has witnessed vehicles speeding down 14th street and a constant flow of traffic of vehicles that do not live on the street.

Brianna Watson, 150 14th, mentioned that vehicles are getting hit on the street and a lot of traffic on the street. Would like to do something for the veterans and is currently speaking with the American Legion in Paola. Council did advise that the school district has a big veterans event.

Amaya Marta, 160 14th, mentioned that she was one of the children that almost got hit on 14th street from a speeding vehicle. Would like the speed limit lowered.

PRESENTATIONS. None.

UNFINISHED BUSINESS. None.

NEW BUSINESS.

SPECIAL EVENT PERMIT – OTTO AUCTION @ 1041 BROWN – OCTOBER 26TH & 27TH **Motion** made by LaDuex, seconded by Hampson to Approve the Special Event Permit for Otto Auction at 1041 Brown Ave. Yeas: All.

COUNCIL REPORTS.

Jeff Walmann ~ November 12th City Hall at 6pm there will be the first Trail Task Force meeting.

Karen LaDuex ~ drove on the 10th street park entrance and the bricks look great. The road is smooth and looks as if the water will drain very well.

MAYOR'S REPORT.

Received a thank you for all that helped with the scholarship for Colton Bradley

Reminder the Border Wars BBQ is this coming weekend.

CITY MANAGER & STAFF REPORTS.

We will more than likely have a house that is declared inhabitable, 500 Chestnut.

Currently still working on the trash and grocery store contracts.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by Maichel, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:19 p.m.

/s/ Ashley Kobe
Ashley Kobe, Executive Assistant

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
2041	09/05/2018	Reconciled		0324	KMEA	GRDA ELECTRICITY	95,314.16
2042	09/04/2018	Reconciled		0324	KMEA	WAPA ELECTRICITY	8,146.95
2043	09/05/2018	Reconciled		0324	KMEA	SPA ELECTRICITY	2,859.95
2044	09/07/2018	Reconciled		0109	CITY OF OSAWATOMIE	PETTY CASH REIMBURSEMENT	7,950.77
2045	09/20/2018	Reconciled		0324	KMEA	EMP ELECTRICITY	52,900.72
2046	09/14/2018	Reconciled		0190	FIRST OPTION BANK	GOLF COURSE IRRIGATION LOAN	17,290.32
2047	09/19/2018	Reconciled		0304	KANSAS DEPT OF REVENUE	COMPENSATING USE TAX	180.98
2048	09/19/2018	Reconciled		0304	KANSAS DEPT OF REVENUE	SALES TAX	1,211.67
2049	09/19/2018	Reconciled		0304	KANSAS DEPT OF REVENUE	SALES TAX	14,522.86
2050	09/14/2018	Reconciled		0190	FIRST OPTION BANK	GROCERY STORE EQUIPMENT LOAN	2,249.36
52279	09/05/2018	Reconciled		0243	KANSAS CITY WILBERT	DISCOUNT	2,424.03
52280	09/06/2018	Reconciled		0610	SUDDENLINK COMMUNICATIONS	SERVICE	143.88
52281	09/10/2018	Reconciled		3048	NATIONAL POLICE CANINE	SEMINAR, DUES	1,055.00
52282	09/10/2018	Reconciled		3049	STEEL BUILDING SALES, LLC	STEEL BUILDING	16,212.25
52283	09/12/2018	Reconciled		0468	AMERICAN EQUIPMENT CO.	TARP	106.84
52284	09/12/2018	Reconciled		2092	ANIXTER, INC.	WIRE CONNECTORS	263.00
52285	09/12/2018	Reconciled		0563	AT&T	RTU	222.67
52286	09/12/2018	Reconciled		3050	B & B TECHNOLOGIES, INC.	BOLT, HINGE BALL	114.10
52287	09/12/2018	Reconciled		0606	BAKER & TAYLOR	BOOKS	1,090.54
52288	09/12/2018	Reconciled		0071	BREWER'S AUTOMOTIVE REPAIR INC	TUBE	168.02
52289	09/12/2018	Reconciled		0084	C & G MERCHANTS SUPPLY	TOWELS	28.65
52290	09/12/2018	Reconciled		0457	CASCADE SUBSCRIPTION SERV. INC	MAGAZINE SUBSCRIPTION	1,137.00
52291	09/12/2018	Reconciled		1691	CHRIS' CAFE	FOOD TRAY, COFFEE, JUICE	59.95
52292	09/12/2018	Reconciled		1555	CITY ELECTRICAL SUPPLY COMPANY	LIGHTS	2,791.60
52293	09/12/2018	Reconciled		0109	CITY OF OSAWATOMIE	UTILITIES	9,694.19
52294	09/12/2018	Reconciled		0920	DEMCO, INC.	BOOK JACKETS, COVERS	200.97
52295	09/12/2018	Reconciled		0345	DISCOVER MID-AMERICA	FREEDOM FESTIVAL AD	192.00
52296	09/12/2018	Reconciled		1229	DISH NETWORK	SERVICES	114.02
52297	09/12/2018	Reconciled		1297	EMG, INC.	CONSULTING SERVICES	1,201.75
52298	09/12/2018	Reconciled		0557	EVCO WHOLESALE FOOD CORP.	FRIES, CHICKEN, ONION RING	646.90
52299	09/12/2018	Reconciled		0299	FAMILY CENTER FARM & HOME	DOG HOUSE, DOG FOOD	499.08
52300	09/12/2018	Printed		0701	FARWEST LINE SPECIALTIES	ARC RATED LEATHER	337.38
52301	09/12/2018	Reconciled		0190	FIRST OPTION BANK	##### 5641	7,544.47
52302	09/12/2018	Reconciled		2193	FRESH START HOME PROFESSIONALS	PAINT	633.68
52303	09/12/2018	Printed		1999	GEARZONE PRODUCTS	SHIRTS	28.98
52304	09/12/2018	Reconciled		0218	W.W. GRAINGER INC	LIGHT BULB	25.40
52305	09/12/2018	Reconciled		0230	HANES FLORIST & GREENHOUSE	BALLOONS	100.00
52306	09/12/2018	Reconciled		1811	HAWKINS, INC.	CARBON, AQUA HAWK	4,718.68
52307	09/12/2018	Reconciled		1041	THE J.P. COOKE CO.	ANIMAL TAGS	79.60
52308	09/12/2018	Reconciled		2039	JIVE COMMUNICATIONS, INC.	SERVICE	928.20
52309	09/12/2018	Printed		0287	KANSAS ASSOC OF COURT MANAGMNT	HASTINGS/DEERING	130.00
52310	09/12/2018	Reconciled		3052	KANSAS LIBRARY ASSOCIATION	CONFERENCE	580.00
52311	09/12/2018	Reconciled		0310	KANSAS MUNICIPAL UTILITIES INC	WORKSHOP REGISTRATION	900.00
52312	09/12/2018	Reconciled		1161	KANSAS ONE CALL SYSTEM, INC	LOCATES	38.40
52313	09/12/2018	Reconciled		0315	KANSAS STATE TREASURER	TRAINING FUNDS	1,766.00
52314	09/12/2018	Reconciled		1371	KC GOLF CART COMPANY LLC	CART RENTAL	1,950.00
52315	09/12/2018	Reconciled		2176	KWIKOM COMMUNICATIONS	INSTALLATION AND SERVICES	2,712.72
52316	09/12/2018	Printed		3044	LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT JUDGE	2,060.00
52317	09/12/2018	Reconciled		0340	LEAGUE OF KS MUNICIPALITIES	FALL CONFERENCE	235.00
52318	09/12/2018	Reconciled		2082	JENNIFER MCDANIEL	GROCERY STORE BROCHURE	3,500.00
52319	09/12/2018	Reconciled		2190	MFA OIL COMPANY	FUEL	1,621.29

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
52320	09/12/2018	Reconciled		2179	MID-STATES MATERIALS, LLC	ROCK	902.11
52321	09/12/2018	Reconciled		2173	MIDWEST TAPE	AUDIOBOOK	31.03
52322	09/12/2018	Reconciled		2101	NAPA AUTO PARTS	TIP CLEANER	97.66
52323	09/12/2018	Reconciled		0612	NEKLS	ASSEMBLY REGISTRATION	89.00
52324	09/12/2018	Reconciled		1244	NPG NEWSPAPERS, INC.	ADVERTISING	1,103.34
52325	09/12/2018	Reconciled		1244	NPG NEWSPAPERS, INC.	LIBRARY SUBSCRIPTION	50.67
52326	09/12/2018	Reconciled		0147	OLATHE WINWATER WORKS	NUTS, SCREWS	232.00
52327	09/12/2018	Reconciled		2030	OPTIV SECURITY, INC.	DISPATCH TOKENS	101.68
52328	09/12/2018	Reconciled		2135	PALACE HARDWARE	BATTERY TESTER	245.97
52329	09/12/2018	Reconciled		0789	PAOLA DO IT BEST HARDWARE	HOSE, COUPLING	10.87
52330	09/12/2018	Reconciled		0663	PAT'S SIGNS	K9 STICKERS	18.00
52331	09/12/2018	Reconciled		0619	POSTMASTER	UTILITY BILLING POSTAGE	1,000.00
52332	09/12/2018	Reconciled		0854	PSYCHOLOGICAL RESOURCES	EVALUATION	270.00
52333	09/12/2018	Reconciled		0857	QUILL CORPORATION	RUBBER BANDS	6.39
52334	09/12/2018	Reconciled		0532	REEVES WIEDEMAN COMPANY	LIGHTS	334.84
52335	09/12/2018	Reconciled		1880	REINDERS, INC.	GRASS SEED	818.00
52336	09/12/2018	Reconciled		0518	RICOH AMERICAS CORP.	COPIER LEASE	384.93
52337	09/12/2018	Reconciled		0518	RICOH AMERICAS CORP.	COPIER LEASE	280.78
52338	09/12/2018	Reconciled		0518	RICOH AMERICAS CORP.	COPIES	114.20
52339	09/12/2018	Reconciled		0143	RMI GOLF CARTS	BELT	103.88
52340	09/12/2018	Reconciled		0525	RURAL WATER DIST. #1	SERVICE	249.83
52341	09/12/2018	Reconciled		2130	SCARECROW FARM LAWN CARE	NUISANCE LAWN CARE	878.00
52342	09/12/2018	Reconciled		2089	SHI INTERNATIONAL CORP	SERVER SOFTWARE	7,943.50
52343	09/12/2018	Reconciled		2052	STANLEY STEEMER	CARPET CLEANING	675.00
52344	09/12/2018	Reconciled		0610	SUDDENLINK COMMUNICATIONS	SERVICE	189.95
52345	09/12/2018	Reconciled		3051	SUNFLOWER WOODCRAFT	COUNTERTOP	720.00
52346	09/12/2018	Reconciled		0318	TRAINING @ YOUR PLACE	FIX ISSUES-HASTINGS	47.50
52347	09/12/2018	Reconciled		0832	TURFWERKS	IRRIGATION DECODERS	767.21
52348	09/12/2018	Reconciled		1804	USD 367 SPORT & FITNESS ZONE	SEPTEMBER MEMBERSHIP	40.00
52349	09/12/2018	Reconciled		0859	VAN WALL EQUIPMENT	KIT	251.21
52350	09/12/2018	Void		10/22/2018 1963	VERIZON WIRELESS	INTERNET	0.00
52351	09/12/2018	Void		09/13/2018 0635	VERNONS ELECTRIC & OUTBOARD	TOWELS, BAGS,	0.00
52352	09/12/2018	Reconciled		2070	WASTE MANAGEMENT	SLUDGE HALL OFF	2,417.83
52353	09/12/2018	Reconciled		1954	WEX BANK	FUEL	5,162.42
52354	09/13/2018	Reconciled		1923	RAELYNN CROSTER	FREEDOM FEST-STORY TELLER	121.06
52355	09/13/2018	Reconciled		1786	MICHAEL FRASIER	FREEDOM FEST-SPRING LEAF	400.00
52356	09/13/2018	Reconciled		1111	EMORY PLATT	FREEDOM FEST-KS RIVER GANG	300.00
52357	09/13/2018	Printed		1665	DIANE SEBA	FREEDOM FEST-MCCLAINS BATTERY	400.00
52358	09/13/2018	Reconciled		1791	ALAN VAN LONEN	FREEDOM FEST- LIGHT ARTILLERY	200.00
52359	09/13/2018	Printed		2143	RUTLADER COWBOY CHURCH BAND	RUTLADER COWBOW CHURCH BAND	100.00
52360	09/13/2018	Reconciled		1351	WE-B-SMOKIN, INC.	FREEDOM FEST	256.00
52361	09/13/2018	Printed		0452	OLD COWNTOWN VINTAGE BASEBALL	FREEDOM FEST	200.00
52362	09/13/2018	Reconciled		0190	FIRST OPTION BANK	#### #### 0393	1,154.49
52363	09/18/2018	Reconciled		1087	CRAWFORD SALES COMPANY	BEER	815.70
52364	09/18/2018	Reconciled		1829	CERAMIC STUDIO	CERAMICS	256.00
52366	09/19/2018	Reconciled		2119	MIDWEST PUMP & MECHANICAL LLC	IRRIGATION PUMP REPAIR	3,782.00
52367	09/21/2018	Reconciled		3053	MICHAEL ROTH	ELECTRIC SERVICE	279.00
52368	09/26/2018	Printed		1987	6TH STREET AUTO	WHEEL AND DOOR REPAIR	1,535.16
52369	09/26/2018	Printed		2092	ANIXTER, INC.	CABLE RACKS	3,647.01
52370	09/26/2018	Printed		0606	BAKER & TAYLOR	BOOKS	824.27
52371	09/26/2018	Printed		2044	BALDRIDGE ENGINEERING, LLC	CONCRETE TESTING	11,187.50
52372	09/26/2018	Printed		3036	BLACK CLOVER ENTERPRISES, LLC	HATS	509.28
52373	09/26/2018	Printed		2182	BORDER STATES INDUSTRIES	STREET LIGHTS	718.80

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
52374	09/26/2018	Printed		0071	BREWER'S AUTOMOTIVE REPAIR INC	TOW	107.00
52375	09/26/2018	Printed		0096	CARTER WATERS	ASPHALT	170.45
52376	09/26/2018	Printed		0708	CENTURYLINK	RTU	236.56
52377	09/26/2018	Printed		0708	CENTURYLINK	LONG DISTANCE	48.74
52378	09/26/2018	Printed		1691	CHRIS' CAFE	FRUIT TRAY-BARTLETT	81.75
52379	09/26/2018	Printed		3054	CITY OF GARDNER	STORM ASSISTANCE	2,570.24
52380	09/26/2018	Printed		1758	CONRAD FIRE EQUIPMENT, INC.	HOSE ADAPTER, HELMET	954.76
52381	09/26/2018	Printed		1413	THE COW PALACE	FREEDOM FEST MEAT	40.63
52382	09/26/2018	Printed		0774	DETROIT INDUSTRIAL TOOL	BLADE	300.28
52383	09/26/2018	Printed		0299	FAMILY CENTER FARM & HOME	TRASH CAN, EXTENSION CORD	599.45
52384	09/26/2018	Printed		1701	FOLEY INDUSTRIES	INSPECTION OF GENERATOR SET	3,825.96
52385	09/26/2018	Printed		1857	GERKEN RENT-ALL, INC.	GENERATOR	345.60
52386	09/26/2018	Printed		2145	GREATLIFE WARSAW, LLC	CONSULTING SERVICES	833.00
52387	09/26/2018	Printed		1811	HAWKINS, INC.	CHLORINE	1,017.50
52388	09/26/2018	Printed		3015	HEARTLAND COCA COLA	SODA	406.56
52389	09/26/2018	Printed		2163	HEATH SALES AND SERVICE, INC.	BATTERY CHARGER	108.00
52390	09/26/2018	Printed		0255	HOLLIDAY SAND & GRAVEL CO.	SAND	186.87
52391	09/26/2018	Printed		1898	JEO CONSULTING GROUP, INC.	CONSULTING SERVICES	1,762.50
52392	09/26/2018	Printed		0292	KANSAS CITY POWER & LIGHT CO.	SERVICES	3,309.44
52393	09/26/2018	Printed		0328	KANSAS GAS SERVICE	SERVICES	407.70
52394	09/26/2018	Printed		2155	KC RESTORATION, LLC	JOHN BROWN STATUE MAINTENANCE	2,250.00
52395	09/26/2018	Printed		1138	KILLOUGH CONSTRUCTION, INC	ASPHALT	3,493.36
52396	09/26/2018	Printed		1468	KINCAID READY MIX	CONCRETE	196.88
52397	09/26/2018	Printed		2176	KWIKOM COMMUNICATIONS	SERVICES	603.83
52398	09/26/2018	Printed		0100	L & K SERVICES, INC.	REFUSE	115.38
52399	09/26/2018	Printed		0065	LANG CHEVROLET BUICK GMC, INC.	UNIT FOUR REPAIR	431.41
52400	09/26/2018	Printed		0340	LEAGUE OF KS MUNICIPALITIES	league conference	140.00
52401	09/26/2018	Printed		1929	LEGACY CONTRACTORS, LLC	LIBRARY REMODEL	18,532.00
52402	09/26/2018	Printed		0350	LOUISBURG FORD SALES INC.	CHARGING SYSTEM REPAIR	1,283.69
52403	09/26/2018	Printed		1663	MADDEN RENTAL	TOLIET RENTAL	345.00
52404	09/26/2018	Printed		0917	MARTIN, PRINGLE, OLIVER,	CITY PROSECUTOR	4,460.00
52405	09/26/2018	Printed		2082	JENNIFER MCDANIEL	COMMUNICATION SERVICES	1,500.00
52406	09/26/2018	Printed		2190	MFA OIL COMPANY	FUEL	1,330.53
52407	09/26/2018	Printed		2101	NAPA AUTO PARTS	STICK HOSE	527.09
52408	09/26/2018	Printed		0427	N	BOLTS, NUTS	41.20
52409	09/26/2018	Printed		0860	NICHOLSON, DASENBROCK &	ATTORNEY FEE	2,900.00
52410	09/26/2018	Printed		0128	O'REILLY AUTO PARTS	WRENCH SET	11.99
52411	09/26/2018	Printed		0147	OLATHE WINWATER WORKS	CLAMPS, GRIPS	423.35
52412	09/26/2018	Printed		2030	OPTIV SECURITY, INC.	DISPATCH TOKENS	101.68
52413	09/26/2018	Printed		1762	PACE ANALYTICAL SERVICES, INC.	ANALYTICAL SERVICES	24.00
52414	09/26/2018	Reconciled		2135	PALACE HARDWARE	RAKE	290.35
52415	09/26/2018	Printed		0789	PAOLA DO IT BEST HARDWARE	BUSHING, CONNECTOR	14.88
52416	09/26/2018	Printed		3002	PAOLA VETERINARY CLINIC	EXAM, INJECTION, PILLS	242.60
52417	09/26/2018	Printed		0663	PAT'S SIGNS	STREET SIGNS	5,613.00
52418	09/26/2018	Printed		1288	PITNEY BOWES INC.	POSTAGE METER LEASE	199.00
52419	09/26/2018	Printed		1471	PRAXAIR DISTRIBUTION, INC.	GLASSES	61.68
52420	09/26/2018	Printed		0857	QUILL CORPORATION	RUBBER BANDS	147.07
52421	09/26/2018	Printed		0532	REEVES WIEDEMAN COMPANY	PVC	44.44
52422	09/26/2018	Printed		1130	REJIS COMMISSION	LEWEB SUBSCRIPTION	35.43
52423	09/26/2018	Printed		0518	RICOH AMERICAS CORP.	COPIER LEASE	439.61
52424	09/26/2018	Printed		0518	RICOH AMERICAS CORP.	COPIES	291.09
52425	09/26/2018	Printed		1768	ROMANS OUTDOOR POWER	MOWER BLADE	306.35
52426	09/26/2018	Printed		2130	SCARECROW FARM LAWN CARE	NUISANCE LAWN CARE	125.00

Register Report 2018-09

Date: 11/05/2018

Time: 8:46 AM

Page: 4

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
52427	09/26/2018	Printed		0554	SMITH & LOVELESS	ELEMENT FILTER KIT	83.06
52428	09/26/2018	Printed		0267	SOLOMAN CORPORATION	TRANSFORMERS	15,593.75
52429	09/26/2018	Printed		1855	STAR PRINTING	ENVELOPES	335.00
52430	09/26/2018	Printed		1901	MIKE STILES	HAY BALES	175.00
52431	09/26/2018	Printed		0610	SUDDENLINK COMMUNICATIONS	SERVICE	282.65
52432	09/26/2018	Printed		3055	T-3 ELECTRIC	REROUTE ELECTRIC	800.00
52433	09/26/2018	Printed		1411	DEBBIE TALLEY	MEMORIAL HALL JANITORIAL	375.00
52434	09/26/2018	Printed		2004	ROBERT THOMAS CPA, LLC	CONTINUING DISCLOSURE SERVICES	1,000.00
52435	09/26/2018	Printed		0028	TYLER TECHNOLOGIES, INC.	LICENSE FEES	63,474.15
52436	09/26/2018	Printed		1180	USA BLUE BOOK	CHLORINE TEST	844.99
52437	09/26/2018	Printed		0635	VERNONS ELECTRIC & OUTBOARD	MOWER REPAIR	1,059.62
52438	09/26/2018	Printed		0567	VIKING INDUSTRIAL SUPPLY	TOWELS, TOLIET PAPER	368.74
52439	09/26/2018	Printed		0642	WAL-MART COMMUNITY BRC	CREDIT CARD	1,124.42
52440	09/26/2018	Printed		2070	WASTE MANAGEMENT	SLUDGE HALL OFF	1,206.92
52441	09/26/2018	Printed		1903	WILSON SPORTING GOODS	GLOVES	78.86
52442	09/26/2018	Printed		0957	WINPRO SOLUTIONS, INC.	TOWELS	217.54
52443	09/26/2018	Printed		0682	ZEP SALES & SERVICE	TOWELS, TISSUE	201.99
Total Checks: 174						Checks Total (excluding void checks):	474,164.62
Total Payments: 174						Bank Total (excluding void checks):	474,164.62
Total Payments: 174						Grand Total (excluding void checks):	474,164.62

City of Osawatomie

BANK: FIRST OPTION BANK

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS. Be it ordained by the Governing Body of the City of Osawatomie, Kansas Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sume required for each claim.

GO	58,493.30
WTR	13,455.46
EL	215,394.83
EMP BEN	
REFUSE	707.86
LIB	25,331.38
INDUS	5,749.36
SP&R	2,446.88
ST. IMP	9,181.51
BOND AND INTEREST	1,000.00
SAFETY EQUIP	
INS PROCEEDS	
SEWER	6,531.09
GOLF	37,978.52
TRSM	2,946.69
CIP - GEN	
CIP - ST	11,187.50
CIP - GRANTS	1,497.00
ELEC GEN	17,993.39
CAFE 125	134.12
COURT BONDS	
ELECTRIC UTILITY DEBT SERVICE	
FORFEIT	661.58
TECH	63474.15
Total	474,164.62

Voided Checks

52350	\$	80.02
52351	\$	368.74
Total \$		448.76

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks						
2051	10/05/2018	Printed	0109	CITY OF OSAWATOMIE	PETTY CASH REIMBURSEMENT	7,184.79
2052	10/05/2018	Printed	0324	KMEA	GRDA ELECTRICITY	72,760.38
2053	10/03/2018	Printed	0324	KMEA	SPA ELECTRICITY	2,740.60
2054	10/05/2018	Printed	0324	KMEA	WAPA ELECTRICITY	7,204.34
2055	10/02/2018	Printed	3045	GUARDIAN	INSURANCE	6,016.36
2056	10/01/2018	Printed	3046	HUMANA INSURANCE CO.	HEALTH INSURANCE	36,499.58
2057	10/13/2018	Printed	3049	STEEL BUILDING SALES, LLC	STEEL BUILDING	55,862.75
2058	10/19/2018	Printed	0304	KANSAS DEPT OF REVENUE	COMPENSATING USE TAX	2,922.48
2059	10/19/2018	Printed	0304	KANSAS DEPT OF REVENUE	SALES TAX	889.85
2060	10/22/2018	Printed	0304	KANSAS DEPT OF REVENUE	SALES TAX	10,905.77
2061	10/25/2018	Printed	3045	GUARDIAN	INSURANCE	11,965.86
2062	10/19/2018	Printed	0324	KMEA	KMEA ELECTRICITY	35,120.28
52444	10/01/2018	Printed	0708	CENTURYLINK	SERVICES	543.86
52445	10/12/2018	Printed	1987	6TH STREET AUTO	BRAKES AND ROTORS	513.66
52446	10/12/2018	Printed	1078	ACE PEST CONTROL LLC	PEST CONTROL	475.00
52447	10/12/2018	Printed	1725	AERO-MOD, INC.	POLYMER PUMP	104.66
52448	10/12/2018	Printed	1044	ALTEC INDUSTRIES, INC.	INSULATION REMOVAL TOOL	292.01
52449	10/12/2018	Printed	2092	ANIXTER, INC.	MOUNTING RACK	519.91
52450	10/12/2018	Printed	1674	APPLIED MAINTENANCE SUPPLIES	GLOVES	211.26
52451	10/12/2018	Printed	1456	ARROWHEAD SCIENTIFIC, INC.	EVIDENCE SUPPLIES	168.95
52452	10/12/2018	Printed	0563	AT&T	RTU	222.67
52453	10/12/2018	Printed	0606	BAKER & TAYLOR	BOOKS	850.97
52454	10/12/2018	Printed	0460	BG CONSULTANTS, INC.	CONSULTING SERVICES	1,160.00
52455	10/12/2018	Printed	2182	BORDER STATES INDUSTRIES	PHOTO CONTROLS FOR STREET	79.80
52456	10/12/2018	Printed	1199	BOWES AUTOMOTIVE PRODUCTS	TIRE REPAIR SUPPLIES	64.20
52457	10/12/2018	Printed	1578	BRADLEY AIR CONDITIONING & REPAIR BOARD, WIRES		313.67
52458	10/12/2018	Printed	0071	BREWER'S AUTOMOTIVE REPAIR INC	BATTERY	528.93
52459	10/12/2018	Printed	2032	ED BRIDGES	TRASH AND BRUSH CLEAN UP	223.00
52460	10/12/2018	Printed	0109	CITY OF OSAWATOMIE	UTILITIES	10,100.75
52461	10/12/2018	Printed	1758	CONRAD FIRE EQUIPMENT, INC.	STORZ CAP	103.43
52462	10/12/2018	Printed	3007	CS CUNNINGHAM LLC	CURB JBP	8,400.00
52463	10/12/2018	Printed	0920	DEMCO, INC.	LABELS, BOOKENDS, INDEX CLIPS	140.81
52464	10/12/2018	Printed	1229	DISH NETWORK	SERVICE	114.02
52465	10/12/2018	Printed	1274	DONNA & VIOLA'S SHIRTS & ETC.	SHIRTS	800.44
52466	10/12/2018	Printed	0169	E-M SALES	TIRE REPAIR LUBE	17.34
52467	10/12/2018	Printed	1297	EMG, INC.	CONSULTING SERVICES	1,081.75
52468	10/12/2018	Printed	0557	EVCO WHOLESALE FOOD CORP.	PATTIES, ONION RINGS, GLOVES	379.24
52469	10/12/2018	Printed	0299	FAMILY CENTER FARM & HOME	BOOTS	902.06
52470	10/12/2018	Printed	0190	FIRST OPTION BANK	##### 0946	4,263.38
52471	10/12/2018	Printed	1498	G.K. SMITH & SONS, INC.	SEWER PLANT UNIT	24,022.00
52472	10/12/2018	Printed	1999	GEARZONE PRODUCTS	SHIRTS	330.93
52473	10/12/2018	Printed	1944	HARDING LAW FIRM, LLC	ATTORNEY FEES-KIRKLAND	225.00
52474	10/12/2018	Printed	1756	KYLE HENDRICKSON	BASEBALL OFFICIAL	50.00
52475	10/12/2018	Printed	1898	JEO CONSULTING GROUP, INC.	CONSULTING SERVICES	600.00
52476	10/12/2018	Printed	2039	JIVE COMMUNICATIONS, INC.	SERVICES	927.56
52477	10/12/2018	Printed	0243	KANSAS CITY WILBERT	GRAVE OPENING-BOISVERT	1,055.00
52478	10/12/2018	Printed	0300	KANSAS DEPT OF COMMERCE	JTC OIL LEASE	1,000.00
52479	10/12/2018	Printed	0302	KANSAS DEPT OF HEALTH & ENVIRO	CERTIFICATE RENEWAL-KASPER	45.00
52480	10/12/2018	Printed	0302	KANSAS DEPT OF HEALTH & ENVIRO	ANALYTICAL SERVICES	850.00
52481	10/12/2018	Printed	1161	KANSAS ONE CALL SYSTEM, INC	LOCATES	40.80
52482	10/12/2018	Printed	3056	KASPER AUTO PARTS	FUSE	494.72
52483	10/12/2018	Printed	1091	LANGUAGE LINE SERVICES	INTERPRETATION	11.70
52484	10/12/2018	Printed	1663	MADDEN RENTAL	TOLIET RENTAL	345.00
52485	10/12/2018	Printed	1548	C. CARL MARSH	ADVERTISING	75.00

Register Report 2018-10

Date: 11/05/2018

Time: 9:09 AM

Page: 2

City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks						
52486	10/12/2018	Printed	2190	MFA OIL COMPANY	FUEL	1,771.96
52487	10/12/2018	Printed	0386	MIAMI COUNTY SHERIFF'S DEPT	PRISIONER CARE	5,440.00
52488	10/12/2018	Printed	0112	NAVRAT'S OFFICE PRODUCTS, INC.	CALCULATOR	15.00
52489	10/12/2018	Printed	0612	NEKLS	FLASH DRIVE	100.00
52490	10/12/2018	Printed	0062	NORTHERN TOOL & EQUIPMENT	WARRENTY	39.99
52491	10/12/2018	Printed	1244	NPG NEWSPAPERS, INC.	WASTE HEARING	643.84
52492	10/12/2018	Printed	1762	PACE ANALYTICAL SERVICES, INC.	ANALYTICAL SERVICES	39.00
52493	10/12/2018	Printed	2135	PALACE HARDWARE	KEYS	120.59
52494	10/12/2018	Printed	3002	PAOLA VETERINARY CLINIC	HEARTWORM PILL	60.50
52495	10/12/2018	Printed	1288	PITNEY BOWES INC.	INK	169.98
52496	10/12/2018	Printed	2006	PRO-VISION	BODY CAMERA	636.66
52497	10/12/2018	Printed	0857	QUILL CORPORATION	TONER,INK	249.58
52498	10/12/2018	Printed	0518	RICOH AMERICAS CORP.	COPIES	33.37
52499	10/12/2018	Printed	1768	ROMANS OUTDOOR POWER	COLLAR, PIN SET	156.09
52500	10/12/2018	Printed	0525	RURAL WATER DIST. #1	SERVICE	170.60
52501	10/12/2018	Printed	2130	SCARECROW FARM LAWN CARE	NUISANCE MOWING	840.00
52502	10/12/2018	Printed	1930	SCHOLASTIC INC.	BOOKS	18.84
52503	10/12/2018	Printed	1102	STATE INDUSTRIAL PRODUCTS	MAGIC MAT	431.37
52504	10/12/2018	Printed	0610	SUDDENLINK COMMUNICATIONS	SERVICE	266.89
52505	10/12/2018	Printed	1475	T & R ELECTRIC SUPPLY CO., INC	PADMOUNT TRANSFORMERS	1,790.00
52506	10/12/2018	Printed	0372	TFMCOM, INC	RED/BLUE LIGHTS	550.00
52507	10/12/2018	Printed	2036	TOMO DRUG TESTING	DRUG TESTING	72.00
52508	10/12/2018	Printed	0601	TRI-COUNTY ICE CO, INC.	TOKENS	200.00
52509	10/12/2018	Printed	0028	TYLER TECHNOLOGIES, INC.	PROJECT MANAGEMENT	15,046.46
52510	10/12/2018	Printed	0733	UNITED STATES TREASURY	PENALTY	36.19
52511	10/12/2018	Printed	2024	UNITED SYSTEMS TECHNOLOGY, INC	MUNICIPAL COURT GO LIVE	595.00
52512	10/12/2018	Printed	1180	USA BLUE BOOK	PH BUFFFER, BEAKER, CIRCULAR	613.76
52513	10/12/2018	Printed	1804	USD 367 SPORT & FITNESS ZONE	OCTOBER MEMBERSHIP	40.00
52514	10/12/2018	Printed	1963	VERIZON WIRELESS	INTERNET	80.02
52515	10/12/2018	Printed	0567	VIKING INDUSTRIAL SUPPLY	BAGS, TOWELS, TISSUES	271.05
52516	10/12/2018	Printed	2070	WASTE MANAGEMENT	SERVICE	2,241.19
52517	10/12/2018	Printed	1954	WEX BANK	FUEL	4,631.09
52518	10/12/2018	Printed	1903	WILSON SPORTING GOODS	GOLF BALLS	483.42
52519	10/12/2018	Printed	0682	ZEP SALES & SERVICE	DEGREASER, TOWELS	447.99
52520	10/22/2018	Printed	3057	OSAWATOMIE PARTNERS IN	PARTNERS IN EDUCATION BOOKS	20.00
52521	10/26/2018	Printed	3029	ALL PHASE BUSINESS	RECEIPT PAPER	256.92
52522	10/26/2018	Printed	2092	ANIXTER, INC.	TRANSFORMER COVERS	35.10
52523	10/26/2018	Printed	1674	APPLIED MAINTENANCE SUPPLIES	GLASSES	263.73
52524	10/26/2018	Printed	0396	BEACHNER GRAIN, INC.	BROME SMOOTH	125.00
52525	10/26/2018	Printed	2182	BORDER STATES INDUSTRIES	PLASTIC METER COVERS	49.00
52526	10/26/2018	Printed	0084	C & G MERCHANTS SUPPLY	HALLOWEEN CANDY	58.14
52527	10/26/2018	Printed	0060	CARROT TOP INDUSTRIES, INC.	FLAGS	965.66
52528	10/26/2018	Printed	0708	CENTURYLINK	RTU	236.56
52529	10/26/2018	Printed	0708	CENTURYLINK	LONG DISTANCE	34.18
52530	10/26/2018	Printed	0708	CENTURYLINK	SERVICES	369.34
52531	10/26/2018	Printed	0803	CHAMPION BRANDS, LLC	TIRE SEALANT, DEICER, GREASE	464.03
52532	10/26/2018	Printed	1555	CITY ELECTRICAL SUPPLY COMPANY	CIRCUIT BREAKER	100.02
52533	10/26/2018	Printed	0965	CJ FEED & SUPPLY, INC.	STRAW	28.75
52534	10/26/2018	Printed	2041	CONTINENTAL RESEARCH CORPORATI	MELT AWAY	169.97
52535	10/26/2018	Printed	2146	CORE & MAIN LP	COUPLING OVERPAYMENT	1,119.12

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks						
52536	10/26/2018	Printed	1965	EVANGELINE SPECIALTIES, INC.	STREET SIGNS	266.86
52537	10/26/2018	Printed	0299	FAMILY CENTER FARM & HOME	COUPLING NIPPLE	203.36
52538	10/26/2018	Printed	3058	FAMILY MEDICINE CLINICS OF	PREEMPLOYMENT PHYSICALS	225.00
52539	10/26/2018	Printed	2145	GREATLIFE WARSAW, LLC	CONSULTING SERVICES	833.00
52540	10/26/2018	Printed	0196	HALL'S BOBCAT SERVICE	TOP SOIL	900.00
52541	10/26/2018	Printed	1811	HAWKINS, INC.	AQUA HAWK	6,107.12
52542	10/26/2018	Printed	3015	HEARTLAND COCA COLA	EMPTIES	103.88
52543	10/26/2018	Printed	1454	HERITAGE TRACTOR, INC.	VBELT	81.61
52544	10/26/2018	Printed	0292	KANSAS CITY POWER & LIGHT CO.	SERVICE	1,493.19
52545	10/26/2018	Printed	0302	KANSAS DEPT OF HEALTH & ENVIRO	WATER PROTECTION, CLEAN WATER	3,233.74
52546	10/26/2018	Printed	0328	KANSAS GAS SERVICE	SERVICE	424.79
52547	10/26/2018	Printed	0310	KANSAS MUNICIPAL UTILITIES INC	SAFETY TRAINING - 4TH QTR	2,604.00
52548	10/26/2018	Printed	1161	KANSAS ONE CALL SYSTEM, INC	LOCATES	55.20
52549	10/26/2018	Printed	0315	KANSAS STATE TREASURER	TRAINING FUNDS	1,338.00
52550	10/26/2018	Printed	0289	KC BOBCAT	AMMBUSHER MOTOR	717.47
52551	10/26/2018	Printed	1371	KC GOLF CART COMPANY LLC	CART RENTAL	3,150.00
52552	10/26/2018	Printed	1138	KILLOUGH CONSTRUCTION, INC	ASPHALT	6,366.36
52553	10/26/2018	Printed	1468	KINCAID READY MIX	CONCRETE-15TH/CHARLES	1,490.00
52554	10/26/2018	Printed	2176	KWIKOM COMMUNICATIONS	SERVICES	600.00
52555	10/26/2018	Printed	0100	L & K SERVICES, INC.	REFUSE	34.95
52556	10/26/2018	Printed	0340	LEAGUE OF KS MUNICIPALITIES	2018 REGIONAL SUPPER-GOVEA	271.74
52557	10/26/2018	Printed	0917	MARTIN, PRINGLE, OLIVER,	CITY PROSECUTOR	6,643.12
52558	10/26/2018	Printed	2082	JENNIFER MCDANIEL	COMMUNICATION SERVICES	1,500.00
52559	10/26/2018	Printed	0987	MCMASTER CARR	BUSHING-BORE, CHAIN,	427.21
52560	10/26/2018	Printed	2190	MFA OIL COMPANY	FUEL	2,590.96
52561	10/26/2018	Printed	0390	MIAMI COUNTY HEALTH DEPT.	HEPATITIS B	65.00
52562	10/26/2018	Printed	0388	MIAMI LUMBER INC.	LUMBER	67.68
52563	10/26/2018	Printed	2179	MID-STATES MATERIALS, LLC	ROCK	390.52
52564	10/26/2018	Printed	0400	MIDWAY FORD TRUCK CENTER, INC.	BRAKE ADJUSTER	136.18
52565	10/26/2018	Printed	1945	MIDWEST CARPET CLEANING, INC.	CARPET CLEANING	200.00
52566	10/26/2018	Printed	0459	MISSION COMMUNICATIONS, LLC	SERVICE PACKAGE RENEWAL	1,605.60
52567	10/26/2018	Printed	2101	NAPA AUTO PARTS	MULTIPURPOSE RELAY	1,120.67
52568	10/26/2018	Printed	0112	NAVRAT'S OFFICE PRODUCTS, INC.	COPY PAPER	199.50
52569	10/26/2018	Printed	3059	NAVY BRAND MFG. CO.	GREASE, PENAUQUA	346.91
52570	10/26/2018	Printed	0658	OIL PATCH PUMP & SUPPLY, INC.	GLOVES	###
52571	10/26/2018	Printed	0147	OLATHE WINWATER WORKS	WATER LID	350.00
52572	10/26/2018	Printed	0454	OSAWATOMIE PET CLINIC	EXAM, BOARD, EUTHANASIA	292.00
52573	10/26/2018	Printed	1762	PACE ANALYTICAL SERVICES, INC.	ANALYTICAL SERVICES	322.00
52574	10/26/2018	Printed	2135	PALACE HARDWARE	STAPLE GUN, STAPLES	425.62
52575	10/26/2018	Printed	3002	PAOLA VETERINARY CLINIC	SPLINT, TICK CONTROL	89.09
52576	10/26/2018	Printed	1124	R.E. PEDROTTI CO., INC.	INSTALLATION OF TURB ANALYZER	1,400.00
52577	10/26/2018	Printed	0676	PROTECTIVE EQUIP. TESTING LAB.	RUBBER GLOVES	103.94
52578	10/26/2018	Printed	0667	QUALITY TREE SERVICE	TREE REMOVAL	1,800.00
52579	10/26/2018	Printed	0857	QUILL CORPORATION	LAMINATE, MOP FRAME	183.49
52580	10/26/2018	Printed	1501	R & J TRUCKING	TRUCKING	302.34
52581	10/26/2018	Printed	2001	RAMSEY PRINTING CO.	SCORECARDS	1,200.00
52582	10/26/2018	Printed	1439	REDWOOD TOXICOLOGY LABORATORY,	DRUG TESTING KIT	107.00
52583	10/26/2018	Printed	0518	RICOH AMERICAS CORP.	COPIER LEASE	280.78
52584	10/26/2018	Printed	0518	RICOH AMERICAS CORP.	COPIER LEASES	439.61

Register Report 2018-10

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
--------------	------------	--------	---------------	-------------	-------------------	--------

Check Number	Check Date	Status	Check Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks						
52585	10/26/2018	Printed	0518	RICOH AMERICAS CORP.	COPIES	331.21
52586	10/26/2018	Printed	1768	ROMANS OUTDOOR POWER	FILTER	25.08
52587	10/26/2018	Printed	1958	SCOTWOOD INDUSTRIES, INC.	DUSTGARD	2,225.12
52588	10/26/2018	Printed	0610	SUDDENLINK COMMUNICATIONS	SERVICE	282.65
52589	10/26/2018	Printed	3060	SUPERIOR EMERGENCY RESPONSE	MAGNETIC MIC	69.90
52590	10/26/2018	Printed	1998	T2 HOLDINGS, LLC	SERVICES	80.00
52591	10/26/2018	Printed	1411	DEBBIE TALLEY	MEMORIAL HALL HANITORIAL	375.00
52592	10/26/2018	Printed	0832	TURFWERKS	IRRIGATION DECODERS	395.01
52593	10/26/2018	Printed	0028	TYLER TECHNOLOGIES, INC.	LICENSE FEES	29,152.80
52594	10/26/2018	Printed	1180	USA BLUE BOOK	REPAIR GAS DETECTOR	1,556.05
52595	10/26/2018	Printed	1740	VAN DIEST SUPPLY COMPANY	MOSQUITO SPRAY BIOMIST	695.00
52596	10/26/2018	Printed	1963	VERIZON WIRELESS	INTERNET	80.02
52597	10/26/2018	Printed	3021	VOLVIK USA	GOLF BALLS	883.94
52598	10/26/2018	Printed	0642	WAL-MART COMMUNITY BRC	COMMUNITY CARD	705.89
52599	10/26/2018	Printed	2070	WASTE MANAGEMENT	SLUDGE HALL OFF	583.04
52600	10/26/2018	Printed	1076	WICHITA STATE UNIVERSITY	CITY CLERK CERTIFICATION	130.00
52601	10/26/2018	Printed	0833	THE WORK ZONE, INC	TRAFFIC SIGN POST, ANCHOR	1,289.75
52602	10/31/2018	Printed	0708	CENTURYLINK	SERVICE	114.67
52603	10/31/2018	Printed	1172	RESERVE ACCOUNT	POSTAGE	1,200.00
52604	10/31/2018	Printed	1804	USD 367 SPORT & FITNESS ZONE	MEMBERSHIP	40.00
Total Checks: 173					Checks Total (excluding void checks):	448,634.53
Total Payments: 173					Bank Total (excluding void checks):	448,634.53
Total Payments: 173					Grand Total (excluding void checks):	448,634.53

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS. Be it ordained by the Governing Body of the City of Osawatomie, Kansas Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sume required for each claim.

GO	50,884.43
WTR	22,644.40
EL	149,940.57
EMP BEN	54,517.99
REFUSE	1,047.43
LIB	610.03
INDUS	1,000.00
SP&R	8,467.68
ST. IMP	10,553.09
BOND AND INTEREST	
SAFETY EQUIP	
INS PROCEEDS	
SEWER	7,812.64
GOLF	12,693.84
TRSM	888.92
CIP - GEN	
CIP - ST	1,160.00
CIP - SEWER	24,022.00
CIP - GRANTS	
ELEC GEN	56,462.75
CAFE 125	
COURT BONDS	250.00
ELECTRIC UTILITY DEBT SERVICE	
FORFEIT	60.50
TECH	44199.26
Total	447,215.53

Reissued Checks

52596	\$	80.02
52485	\$	75.00
52474	\$	50.00
52459	\$	223.00
52458	\$	395.98
52511	\$	<u>595.00</u>
	+	<u>\$ 1,419.00</u>
		448,634.53

PAYROLL FOR THE PERIOD 10-12-18

	GROSS	
101.700101	13880.83	
101.700102	116.23	
102.700101	1524.00	
102.700102	57.15	
103.700101	33574.49	
103.700102	2920.51	
108.700108	0.00	
108.700109	0.00	
103.700112	0.00	
104.700101	1094.40	
104.700102	0.00	
105.700101	4904.32	
105.700102	0.00	
106.700101	0.00	
107.700101	6301.40	
107.700102	69.24	
108.700101	0.00	
109.700101	1909.60	
109.700102	0.00	
111.700101	3940.51	
		70292.68
201.700101	561.49	
201.700102	0.00	
202.700101	3024.40	
202.700102	107.94	
222.700101	4062.08	
222.700102	191.25	7947.16
301.700101	842.24	
301.700102	0.00	
303.700101	3024.40	
303.700102	107.94	
333.700101	9426.40	
333.700102	0.00	
333.700110	858.33	14259.31
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	4800.53	
16.700102	0.00	4800.53
18.700101	5389.00	
18.700102	0.00	5389.00
	102688.68	

SOCIAL SECURITY REPORT 10-12-18

4.700103	4,741.76	5,404.70
201.700103	39.69	
202.700103	198.85	
222.700103	297.13	535.67
301.700103	59.55	
303.700103	198.85	
333.700103	716.84	975.24
6.700103	292.34	
11.700103	0.00	
8.700103	0.00	
16.700103	337.48	
18.700103	<u>370.60</u>	
	TOTAL	7,253.09
	EMPLOYEE SHARE	<u>7,241.41</u>
	PAYROLL TOTAL	14,494.50

FEDERAL	7989.79
EMPLOYEE FICA	7241.41
SUBTOTAL	15231.20
CITY FICA	7253.09
TOTAL	22484.29

PAYROLL FOR THE PERIOD 10-26-18

GROSS

101.700101	15829.95	
101.700102	25.91	
102.700101	1559.00	
102.700102	57.15	
103.700101	28606.54	
103.700102	2238.47	
108.700108	380.00	
108.700109	4636.80	
103.700112	0.00	
104.700101	1094.40	
104.700102	0.00	
105.700101	4918.32	
105.700102	0.00	
106.700101	0.00	
107.700101	6301.40	
107.700102	2158.15	
108.700101	610.00	
109.700101	1381.60	
109.700102	0.00	
111.700101	3652.88	
		73450.57
201.700101	561.49	
201.700102	0.00	
202.700101	3024.40	
202.700102	488.23	
222.700101	4076.08	
222.700102	2350.65	10500.85
301.700101	842.24	
301.700102	0.00	
303.700101	3024.40	
303.700102	488.23	
333.700101	9461.40	
333.700102	0.00	
333.700110	858.33	14674.60
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	4806.37	
16.700102	0.00	4806.37
18.700101	4888.07	
18.700102	0.00	4888.07
	108320.46	

SOCIAL SECURITY REPORT 10-26-18

4.700103	4,987.42	5,590.05
201.700103	39.69	
202.700103	225.38	
222.700103	456.66	721.73
301.700103	59.55	
303.700103	225.38	
333.700103	721.27	1006.20
6.700103	270.34	
11.700103	0.00	
8.700103	0.00	
16.700103	340.17	
18.700103	<u>332.29</u>	
	TOTAL	7,658.15
	EMPLOYEE SHARE	<u>7,668.86</u>
	PAYROLL TOTAL	15,327.01

FEDERAL	7838.05
EMPLOYEE FICA	7668.86
SUBTOTAL	15506.91
CITY FICA	7658.15
TOTAL	23165.06

K.P.E.R.S. FOR THE MONTH OF OCTOBER 2018

4.700104	13,728.91	41,004.22	
201.700104		105.44	
202.700104		533.98	
222.700104		1002.86	1642.28
301.700104		158.18	
303.700104		533.98	
333.700104		1934.75	2626.91
6.700104		713.01	
11.700104		0.00	
8.700104		0.00	
16.700104		837.56	
18.700104		<u>600.96</u>	

TOTAL CITY SHARE 18,835.66 (a)

EMPLOYEE SHARE:

10/12/18	5,438.08
01/01/18	0.00
10/26/18	5,665.46

GRAND TOTAL 29,939.20 + Life 102.68 = 30,041.88 (b)

Ser Purch	10/12	0.00
	1/1	0.00
	10/26	0.00

Employer

10/12	8,558.50	
1/1	0.00	1,410.72
10/26	<u>8,866.44</u>	
	18,835.66 (a)	

<u>Bank</u>				
10/12	8,558.50	LIFE	102.68	
	5,438.08			
	<u>0.00</u>	W.A.R.	12-Oct	705.36
	13,996.58		0-Jan	0
			26-Oct	<u>705.36</u>
				1,410.72
1/1	191.67	10/26	8,866.44	
	162.29		5,665.46	
			<u>0.00</u>	
			14,531.90	

Employee

10/12	5,438.08
1/1	0.00
10/26	5,665.46
Life Ins.	<u>102.68</u>
	11,206.22
	30,041.88 (b)

CS Cunningham LLC

841 S. Poplar
Ottawa, KS 66067

Invoice

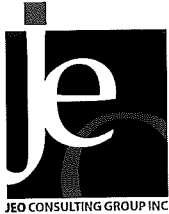
Date	Invoice #
8/22/2018	328

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

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	U/M	Rate	Curr %	Total %	Amount
04 Conc...	Lay brick as needed along new curb. Also re-lay brick in one area of street that has settled. This is what we discussed on site. Brick provided by others.	4,500.00	1,350.00	30.00%	0.7		4,500.00	70.00%	100.00%	3,150.00

Total							3,150.00			
Payments/Credits							\$0.00			
Balance Due							\$3,150.00			



Invoice

October 22, 2018

Project No: R141554.03

Invoice No: 105970

Invoice Amount: 1,275.00

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

Project Manager Matt Kalin

Project R141554.03 Osawatomie 12 MW Generation Capacity Improvements

Professional Services through October 12, 2018

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Design	\$138,250.00	100 %	\$138,250.00	\$138,250.00	0.00
Final Design	\$47,040.00	100 %	\$47,040.00	\$47,040.00	0.00
Bidding & Negotiation	\$16,100.00	100 %	\$16,100.00	\$16,100.00	0.00
Construction Services	\$65,340.00	100 %	\$65,340.00	\$65,340.00	0.00
Post Construction	\$6,400.00	63 %	\$4,050.00	\$2,775.00	\$1,275.00
Hourly to a Maximum Phase(s)					
Add'l Construction Services	\$23,190.00		\$23,180.50	\$23,180.50	0.00
Add'l RPR Services	\$4,810.00		\$3,947.50	\$3,947.50	0.00
RPR Services	\$43,680.00		\$43,680.00	\$43,680.00	0.00
Total	\$344,810.00		\$341,588.00	\$340,313.00	\$1,275.00
Total Amount Due Upon Receipt					\$1,275.00



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

Invoice

Invoice No	Date	Page
025-240490	10/24/2018	1 of 1

Empowering people who serve the public®

Questions:

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



Bill To: City of Osawatome
 439 Main St.
 Osawatome, KS 66064

Ship To: City of Osawatome
 439 Main St.
 Osawatome, KS 66064

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44137	95863	2018-50514-4	USD	NET45	12/08/2018

Date	Description	Units	Rate	Extended Price
Oct 17 2018	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - Initial Conversion Analysis - R	3	100.00	300.00
Oct 18 2018	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - Initial Conversion Analysis - R	3	100.00	300.00
Oct 19 2018	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - Initial Conversion Analysis - R	3	100.00	300.00
Oct 15 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Payroll Configuration	8	100.00	800.00
Oct 16 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Human Resources Configuration	2.5	100.00	250.00
Oct 16 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Payroll Configuration	5	100.00	500.00
Oct 17 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - Accounts Payable -R	0.25	100.00	25.00
Oct 17 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - General Ledger -R	1.5	100.00	150.00
Oct 17 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Human Resources Configuration	4	100.00	400.00
Oct 17 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Payroll Configuration	2.25	100.00	225.00
Oct 18 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Human Resources Configuration	7	100.00	700.00
Oct 18 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Personnel Management - Payroll Configuration	1.5	100.00	150.00
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Hotel/Lodging	1	121.30	121.30
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Hotel/Lodging	4	104.19	416.77
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Parking	1	59.40	59.40
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Auto Rental	1	305.12	305.12
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Per Diem US Rates	5	55.00	275.00
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Auto Rental - Gas	1	28.94	28.94
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Airfare	1	601.54	601.54
Oct 19 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Mileage	20	0.55	10.90

****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	5,918.97
Sales Tax	0.00
Invoice Total	5,918.97



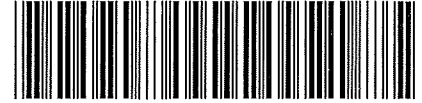
Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-240276	10/17/2018	1 of 1

Empowering people who serve the public®

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



Bill To: City of Osawatomie
 439 Main St.
 Osawatomie, KS 66064

Ship To: City of Osawatomie
 439 Main St.
 Osawatomie, KS 66064

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
44137	95863	2018-50514-4	USD	NET45	12/01/2018

Date	Description	Units	Rate	Extended Price
Oct 11 2018	Stephanie Uhlenberg OSAWATOMIE, KS 2018-50514-4 - Customer Relationship Management Suites Incode Utility CIS - Initial Conversion Analysis - R	0.5	100.00	50.00
Oct 8 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - General Ledger -R	2.5	100.00	250.00
Oct 10 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - General Ledger -R	0.5	100.00	50.00
Oct 11 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - General Ledger -R	5.25	100.00	525.00
Oct 12 2018	Steven Hightower OSAWATOMIE, KS 2018-50514-4 - Financial Management Suite Incode Financial Management - Configuration - General Ledger -R	5.25	100.00	525.00

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.
 2018-11-08 Agenda Packet v2

Subtotal	1,400.00
Sales Tax	0.00
Invoice Total	1,400.00

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: Reauthorize Lease Purchase of Grocery Store Equipment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Our one year lease purchase agreement ended October 1, 2018 with First Option Bank for the purchase of the Grocery Store Equipment.

Lease-Purchase Agreement. We entered into a lease purchase agreement with First Option Bank on September 26, 2017. This agreement was to allow the City to carry the \$150,000 in equipment until they can be sold/leased to a new operator. The agreement had the following terms:

1. A low-interest (2.95%) lease purchase for one year, with no principal payment. An interest payment on April 2, 2018 of \$2,300 and a balloon payment of \$152,250 at the end of one year.
2. A \$250 loan servicing fee, paid up front.
3. The agreement is a one-year term starting October 2 and can be rolled over, renewed, or bid-out before October 2, 2018.

Our current agreement ended October 1, 2018. First Option Bank is offering a 90 day extension on this lease purchase which would extend the due date until January 29, 2019. The interest rate will remain the same during this extension. The City has paid all of the interest except for \$368.76 that is currently due. This extra time will allow us the opportunity to continue to negotiate a contract for the grocery store and equipment.

COUNCIL ACTION NEEDED: Review and take action on the Lease Purchase Agreement Extension.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the following motion: **Move to approve the Extension of the Lease Purchase Agreement, as presented.**

EXTENSION AGREEMENT

City of Osawatomie

Date: 10/31/2018

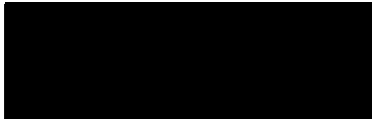
By mutual agreement the attached note NO. 18719 is hereby changed and/or extended as follows:

1. The remaining balance of payments in the amount of \$150,000.00 Originally due on or before 10/1/2018, are now due on 1/29/2019
2. The unpaid principal balance shall continue to bear interest until paid in full. The interest rate XXX will remain the same; or _____ is hereby changed to _____ per annum from and after the date of the Agreement. (Mark one)
3. This Extension Agreement does not in any way satisfy or cancel the original Note. Except as specifically amended hereby, all other terms of the Note remain in full force and effect. Any security interest or lien granted by the Debtor(s) in any real or personal property which secures Debtor(s) obligations under the terms of the Note shall remain in full force and effect and shall secure the obligations of the Debtor(s) under the terms of the Note as amended by this Extension Agreement.
4. **This document, together with other written agreements of the parties, is the final expression of the agreement between the parties. This document may not be contradicted by evidence of prior or contemporaneous oral agreements of the parties. ADDITIONAL TERMS (Any credit agreement not contained in the printed form must be inserted below to be enforceable):**

Interest due in the amount of \$368.76. Extend loan 90 days.

There are no unwritten oral agreements between the parties.

Lender

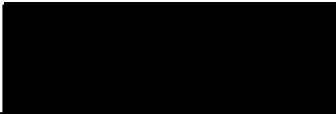


Debtor(s)

X
LMG

**BY SIGNING BELOW, YOU AGREE TO THE TERMS OF,
AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS
EXTENSION AGREEMENT**

FIRST OPTION BANK



Mark K Fuchs
Senior Vice President

X

L. Mark Govea, Mayor

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: **Solid Waste Contract**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On September 13, 2018, the City Council authorized the City Manager to negotiate a contract with Waste Management. This action was taken after two-month review of proposals, a public hearing, and many conversations at City Council meetings.

To avoid repeating all the previous contract summaries, basically this is a continuation of our current service for 5 years, with three renewable one-year periods.

Changes to the current services are as follows:

1. City has the option to take over billing for services, or just one category, such as residential service. The City can invoke the right to billing with at least four-months' notice to WM.
2. Reduction in current contract charges.
3. Size and weight restrictions are placed on bulk item pickup.
4. If a service is a small commercial, it will be treated like residential customer but with no tires, or annual cleanup service.
5. Yard waste pickup will continue with simplified language in the Agreement.
6. Franchise fee option for the City for WM-billed services.
7. 3% annual increase, after first 2 years locked. No fuel surcharge language. Special conditions increase must meet 20% cost increase threshold for disposal fee increases to WM.
8. Performance bond of \$500,000
9. Penalty provisions for customer.

COUNCIL ACTION NEEDED: Consider the proposed contract before the Council.

STAFF RECOMMENDATION TO COUNCIL: Motion to approve the Contract and for the Mayor to sign on behalf of the City.

MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the “Agreement”) is entered into on November 8, 2018 (the “Effective Date”), by and between The City of Osawatomie, Kansas, a municipal corporation created under the laws of the State of Kansas (“City”), and **Waste Management of Kansas, Inc.** (“WMK”), a Kansas corporation.

WITNESSETH:

WHEREAS, the City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection; and

WHEREAS, WMK and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and

WHEREAS, the City has determined that it would be in the best interests of its citizens to contract with WMK for the collection of its residential and commercial solid waste and recyclable materials according to the terms and conditions contained herein.

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

I. DEFINITIONS

a. **Acceptable Waste** – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered “Acceptable Waste” only if properly contained in the following type receptacles: 1) a 65 or 95-gallon container or Cart (as defined below), 30-gallon trash receptacle or bag placed at the curbside or in an alley on the proper weekly collection day. Maximum Acceptable Waste on collection day shall not exceed 95-gallons, (i.e. one-95-gallon container or 3 30-gallon bags). Occasional overflow exceeding 95 gallons of waste is permitted if properly sealed in plastic garbage bags marked with a sticker and placed at curb or alley. A steel drum of any size is not considered as an acceptable receptacle for trash. As used herein, the term “waste” shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WMK upon collection in WMK vehicles.

b. **Bulky Item** – shall mean furniture, mattresses, box springs or waste material from a residential source other than Construction Debris or Excluded Waste, with a weight or volume greater than would fit in a 95-gallon waste container. Bulky Items shall include small furniture, rugs, countertop appliances or items that can be safely handled by (2) people, by no more than 6’ x 8’ in size and weigh less than 75 pounds. Each part of a piece of furniture is considered one item, for example, a mattress and box springs should be considered two separate items. Sectional items for a couch shall be considered one Bulky Item per section. Bulk items would not include any bags or boxes of regular waste, loose or scattered materials, waste generated by a household business, or any other commercial business, construction or demolition debris, concrete, brick, asphalt, roofing, cars, motorcycles, boats or parts of vehicles or White Goods.

c. **WMK Provided Equipment**. Each Residential Unit shall provide their own trash and recyclables receptacles, unless they elect to use WMK Provided Equipment consisting of a 65 or 95-gallon cart for Acceptable Waste and/or a 65-gallon cart for Recyclables (“Cart”). WMK will provide each Residential Unit with a 23-gallon bin (“Bin”) for Recyclables at no charge.

d. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; batteries, excessive storm debris or debris resulting from weather events such as tornadoes, ice storms, wind damage, flooding; or any item too large or heavy to be contained within a 95-gallon trash receptacle; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the generator that generated the Excluded Waste at all times.

e. Commercial or Industrial Unit – shall mean a building or commercial operation within the corporate limits of the City used by a person or persons, corporation, limited liability company, or other entity for conducting commerce or other business activity. Apartment or condominium buildings with four (4) or more individual dwellings are considered as Commercial Units for the purpose of this Agreement.

f. Recyclables or Recyclable Materials – shall mean all such materials as defined in Exhibit A and placed in a Bin or 65-gallon Cart. Recyclables shall not be placed at curb or alley in any type of bag or steel drum of any size. Title to Recyclable Materials shall transfer to WMK upon collection in WMK vehicles.

g. Residential Unit – shall mean a dwelling within the corporate limits of the City used by a person or persons as a domicile. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, considered as Commercial Units.

h. Service Area – shall mean the service area covered by this Agreement, which is all residential, commercial and industrial business establishments within the city limits of the City of Osawatomie, Kansas, excluding Osawatomie State Hospital.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on January 1, 2019, and expiring December 31, 2023, and thereafter shall automatically renew for three (3) successive renewal terms of one (1) year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES TO BE PERFORMED

a. Residential Units. WMK shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residential Units of the City, which currently consists of approximately 1,500 Residential Units (the “Service”). As part of the Service, WMK shall:

- i. Carts Not Supplied by the City. Household waste containers or plastic bags must be approximately thirty (30) gallon in size with a maximum of three (3) containers or bags per week. One sixty-five (65) or ninety-five (95)-gallon trash receptacle will also be considered acceptable. Residential Units will also be required to provide their own bins for recycling. Residents may use their own containers but no bags are permitted for Recyclable Materials. If additional containers are used, residents need to make sure that they are clearly marked RECYCLING.

- ii. Rental of Carts. WMK has carts available to rent at the sizes and rates in Exhibit B of this Agreement. The Carts WMK furnishes Residential Units and the City shall remain WMK's property.
 - iii. Cart Replacement. WMK shall replace at no charge to the City or the Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear.
 - iv. Acceptable Waste Collection Frequency, Days and Times. WKM shall provide the Service from the alley or curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WMK and City. Collections shall occur during ordinary hours but in no instance earlier than 7:00 A.M. on the scheduled day of collection. All Acceptable Waste must be placed at the curb or alley by customers for collection no later than 7:00 A.M. on scheduled day of collection.
 - v. Recyclable Materials Collection Frequency, Days and Times. WMK shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WMK reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
 - vi. Monthly Bulky Item Pickup. WMK shall collect (1) additional Bulky Item per Residential Unit per month, in conjunction with the first trash pickup of the month.. Residents will be required to put the Bulky Item pickup at the same location as trash pickup on scheduled day of collection.
 - vii. Annual Schedule. The weekly collection shall be on a weekday to be agreed by WMK and the City. Upon approval of the City of collection days, WMK shall provide an annual schedule no later than 30 days prior to the beginning of each calendar year. The schedule shall include 1) weekly collection days for Acceptable Waste and Recyclable Materials, 2) monthly collection dates for Bulky Items, and 3) for the annual cleanup day and/or waste tire pickup. The schedule shall be made available in hard format as a handout to citizens as well as for publishing on the City's website. Should a change occur that deviates from the Schedule, WMK shall provide ninety (90) days' written notice of the change to the City.
 - viii. Annual Waste Tire Pickup. Once each year tires will be picked up with a limit of six (6) tires per Residential Units only. The City will be responsible for payment of the fees for this service as set forth on Exhibit B.
 - ix. Exclusions from the Service – Acceptable Waste and Recyclable Materials collection by WMK shall not include yard waste collection, white goods collection, construction or demolition waste collection.
- b. Commercial or Industrial Units. WMK shall furnish the labor, equipment, licenses and permits, necessary to provide Acceptable Waste and Recyclable Materials collection to all Commercial or Industrial Units of the City, which currently consists of approximately 100 Commercial or Industrial Units (the "Commercial Service"). As part of the Commercial Service, WMK shall:
- i. Containers Supplied. WMK shall provide Containers for Commercial and Industrial Units. All equipment furnished by WMK shall remain its property; however, Commercial or Industrial Unit shall have care, custody and control of the equipment and shall be liable for all loss or damage

to the equipment and for its contents while at Commercial or Industrial Unit's service location(s). Commercial or Industrial Unit shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, WMK's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Commercial or Industrial Unit shall provide safe and unobstructed access to the equipment on the scheduled collection day. WMK may suspend Commercial Services in the event Commercial or Industrial Unit violates any of the requirements of this provision. In the event Commercial or Industrial Unit's property is not sufficient to bear the weight of WMK's equipment and vehicles, WMK shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Commercial Service.

- ii. Acceptable Waste and/or Recyclables Collection Frequency, Days and Times. WMK shall provide the Commercial Service to Commercial or Industrial Units at least once per week or more frequently as requested by Commercial or Industrial Unit.
- c. Additional Services:
- i. City-wide Bulky Item Collection Event for Residential Units. WMK shall provide an adequate number of packer trucks at no cost for one (1) event per year for city-wide clean-up ("Event"), providing house-to-house curbside collection for Bulky Items only for those Residential Units subscribing to Residential Service. Items collected during this Event shall not include bags or boxes of regular waste, yard waste, white goods, loose or scattered materials, construction debris, liquid waste or hazardous waste or materials.
 - ii. Yard Waste Site. WMK will set Roll-Off container(s) for the City located at the City Forestry Site behind the Power Plant at 101 11th Street for the use of hauling Yard Waste materials. This service work will be performed on an on-call basis, meaning the City will call WMK when they need to have a roll-off container delivered and they will call WMK to have the roll-off container emptied. City acknowledges the City will be in care, custody and control of the roll-off container owned by WMK and will accept the responsibility for the roll-off container and its contents. Roll-off containers can only be filled level full and will not be hauled off by WMK if the container exceeds the legal weight limit which is currently eight (8) tons. See Exhibit B for charges related to Yard Waste haul-off.
- d. General Provisions applicable to both Residential Service and Commercial Service.
- i. Disposal. WMK shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities or transfer stations that are licensed and permitted to accept such solid waste.
 - ii. Holiday Schedule. The following shall be designated holidays on which service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Services for that day and the remaining days in the week will be pushed back one day.
 - iii. Compliance with Laws. WMK shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, ordinances, orders and regulations. Residential and Commercial or Industrial waste collected by WMK shall only be disposed of at an approved Subtitled D landfill, composting facility or an approved transfer station. Residential and Commercial recycling collection by WMK shall only be disposed of at an approved commingled recycling facility. WMK shall observe all City ordinances relating to obstructing streets and

keeping passageways open. WMK is granted the privilege of using the streets for the purpose of doing work specified in City but is not granted the exclusive use of the streets. WMK shall perform all work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

- iv. Personnel and Equipment. All personnel shall be appropriately licensed with valid permits to operate vehicles, and trained to operate equipment in a safe and responsible manner. Personnel shall be neatly dressed, courteous, and competent.
 - v. Tipping. No tipping is allowed and no soliciting of tips by any personnel will be allowed.
 - vi. Equipment and Containers. All collection vehicles and equipment shall be maintained in a safe, clean and sanitary condition, and shall be so constructed and maintained and operated as to prevent spillage of solid waste.
- e. Customer Service Standards.
- i. City Contacts. WMK will supply one “ambassador” equipped and empowered to resolve complaints in a timely manner. WMK will name an employee to liaison with designated City personnel.
 - ii. Initial Contact with Residential and Commercial or Industrial Units. No later than 60 days prior to the initiation of service, WMK shall have prepared and distributed an informational brochure to all customers. This brochure shall at a minimum contain 1) the phone number, e-mail address and hours of operation of WMK customer service; and 2) Specifications for the preparation of solid waste, recycling and bulky items Contact for City residents. WMK will maintain a website and e-mail address for use by City customers. Additionally, it will maintain an office with a toll-free telephone line staffed by trained personnel at the minimum between the hours of 8:00 AM and 5:00 PM Monday through Friday except for holidays. There shall be a supervisor with authority to handle problems and complaints as they may arise. During non-business hours the telephone may be maintained by an answering machine or answering service. In the event, phones are busy during working hours and a message must be left, all such calls must be returned no later than one (1) business day. In all instances, the phone shall be answered promptly and courteously.
 - iii. Complaints and Missed Pick-Ups. All complaints as to WMK’s provision of Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WMK shall attempt to resolve all complaints and cure all missed pick-ups that are not the result of force majeure events within one (1) weekday, conditions permitting. All complaints are meant to be directed to WMK. In the event complaints are received first by the City, the details of those complaints will be forwarded to WMK’s “ambassador” as defined in this agreement.
 - iv. Notification to Customers of Pickup Issues. If waste or recycling receptacles are rejected and not collected because they have not been prepared properly for acceptable waste disposal or processing, WMK will leave the customer notice as to why the materials were left.
 - v. Spillage. In the event, items fall from the collection vehicle, either at the point of collection or during hauling within City limits, the items are to be retrieved as soon as is reasonably possible or as mutually agreed by WMK and the City.

- vi. Anti-Discrimination. In performing services, WMK shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- vii. Exclusive. The City grants the exclusive right to perform any services set forth in this Agreement. The City agrees that it will not allow anyone other than WMK to engage in Acceptable Waste and Recyclable Materials collection within the City.
- viii. Reporting. Each party will be required to provide reports to the other party as set forth herein unless otherwise mutually agreed.

IV. CONSIDERATION AND BILLING

a. Residential Units.

- i. The fees to be paid by each Residential Unit to WMK are based on Cart rental, if applicable, the collection of one (1) Acceptable Waste and one (1) Recyclable Materials Bin, Cart or other receptacle per Residential Unit, placed at the curbside or alley by the Resident by 7:00 am the morning of the scheduled collection day, at the frequency identified in this Agreement. The monthly fee per Residential Unit is set forth on Exhibit B.
- ii. Invoices and Payment. WM will submit quarterly invoices to each Residential Unit prior to the first day of each quarter in advance of providing services and the Residential shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date. WMK retains the right to suspend Services until the past due balance is paid in full. If Services are suspended for more than fifteen (15) days, WMK may terminate services to the Residential Unit and remove any equipment provided by WMK. WMK shall notify the City of any termination of services within twenty-four (24) hours of an action of termination.

b. Commercial or Industrial Units.

- i. The monthly fees to be paid by a Commercial or Industrial Unit to WMK are based on the size of the Container and frequency of Commercial Service as set forth on Exhibit B.
- ii. Invoices and Payment. WM will submit monthly invoices to each Commercial or Industrial Unit and Commercial or Industrial Unit shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date. WMK retains the right to suspend Services until the past due balance is paid in full. If Services are suspended for more than fifteen (15) days, WMK may terminate services to the Commercial or Industrial Unit and remove any equipment provided by WMK.
- iii. Commercial or Industrial Unit shall pay, if charged by WMK, any additional Charges, determined by WMK in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Commercial or Industrial Unit's failure to provide access.

c. Annual Increase. Annually, all rates listed on Exhibit B shall be adjusted on each anniversary of the effective date of this Agreement by a three percent (3%) increase, except that no rate increase shall

occur for the first two (2) years of this agreement except WMK reserves the right to modify rates as set forth in Section IV. f.

d. Franchise Fee. Commencing January 1, 2019, the City requires that WMK include on all invoices to Residential, Commercial or Industrial Units, a City Franchise Fee of three percent (3.0%) of the rates invoiced by WMK as a pass-through fee to the City. WMK shall only be obligated to pay to the City on a quarterly basis the amount collected from Residential, Commercial or Industrial Units for the Franchise Fee. The City will provide WMK with at least one hundred twenty (120) days' written notice prior to the initiation or change in the amount of the Franchise Fee. The City will coordinate with WMK to make sure that any change in the Franchise Fee will occur when a bill is sent to Residential, Commercial or Industrial customers.

e. City's Option Regarding Future Invoice and Payment Obligations. The City retains the right to resume billing responsibilities for Residential, Commercial and/or Industrial Services should it be so directed by the City Council ("Option). Should the City exercise this Option, it will notify WMK of its intention no later than four (4) months prior to the beginning of the month in which City billing operations would resume. In this case, the following provisions will supersede the the language in this Section IV pertaining to billing by WMK to allow for the billing and collection of fees by the City. Reporting and other such provisions may be amended to this Agreement on the approval of both parties. In the event the Option is exercised by the City, each party's obligations are set forth below:

- i. the City will A) notify WMK of its intention no later than four (4) months prior to the beginning of the month in which City billing operations would resume; ; BB) issue a monthly billing report to WMK (to be included with monthly payment) setting forth the address and the amount collected per Residential, Commercial and/or Industrial Unit for Services during each billing period, with prorated billing for partial months as determined by City policy, consistent with the prorating of other City utility services,; C) commence making payment for such billed services with the submitted report within twenty-one (21) days of the end of the City's billing period; and D) retain the right to add an additional fee for billing and administrative services ("Administrative Charge") to WMK's rates and such Administrative Charge will be retained by the City.
- ii. WMK will A) have no further obligation to bill or collect fees from Residential, Commercial or Industrial Units billed by the City; B) have no further obligation to invoice, collect or pay Franchise Fee to the City, C) lower the base rate for all City-billed services rates by \$0.12; and D) when notified by the City of non-payment, suspend the Services of any Residential, Commercial or Industrial Unit which has not made full payment to the City until the past due balance is paid in full. If notified by the City that Services are suspended for more than fifteen (15) days, WMK may terminate services to the Residential, Commercial or Industrial Unit and remove any equipment provided by WMK.

f. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WMK may modify the rates, with at least 90-days' written notice to include proof of such changes to the City, to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, sudden increases (at least a twenty percent increase over a three-year average in a 12-month period) in disposal, transportation or processing costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

V. PENALTIES

Penalties for Service Complaints. “Service Complaints” shall mean legitimate complaints from residents regarding missing collection of a timely and properly set out container on the scheduled collection day; failure to return containers to their proper location; spillage caused by WMK during the collection process; or hold times over 15 consecutive minutes. If the City needs to intervene and communicate directly with WMK related to WMK’s failure to respond or resolve to a Service Complaint within one business day after WMK receives written notice from the City of the particular unresolved or allegedly ignored Service Complaint, WMK shall credit the customer, in the case of direct billing, or credit/pay the City in case of City-billed services at least \$25.00 per each instance.

VI. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys’ fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WMK’s performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, ; or other similar causes. In the event of an occurrence of a *force majeure* event, WMK shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WMK harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys’ fees and costs of defense, based upon or arising out of the City’s breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement, including any claim made by virtue of Worker’s Compensation.

b. WMK agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys’ fees and costs of defense, based upon or arising out of the WMK’s breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WMK, or any of its directors, officers, employees,

agents, or subcontractors, in the performance of this Agreement, including any claim made by virtue of Worker's Compensation.

c. Notwithstanding any provisions to the contrary, WMK shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service, unless WMK is found to have knowingly operated overweight vehicles on City streets, alleys, roadways, driveways or parking areas in the City which caused substantial damage to City streets.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

a. Liability Insurance. WMK shall maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect WMK and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of WMK, its agents or employees.

b. Personal Injury Liability Insurance. WMK shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by WMK, by any of its agents or employees, or by anyone directly or indirectly employed by WMK. Such insurance policy shall name the City as an additional insured under the provisions of the policy.

c. Insurance Cancellation Notification. The policies of insurance referred to in this Section shall provide that no cancellation or change shall be made with regard to said policy unless the insurance company first gives the City thirty (30) days written notice by certified mail prior to the cancellation or change. The lapse of any insurance coverage required under this Contract shall result in immediate termination of this Contract.

d. Worker's Compensation Insurance. Further, WMK shall maintain Worker's Compensation insurance to fully protect performance of this Contract. WMK shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without a thirty (30) day prior written notice having been given the City.

e. Performance Bond. As additional security, a Performance Bond is required by the City in the case of WMK's failure to perform contracted services. The bond is to be issued by a recognized Surety Company or a Cashier's or certified check of WMK's drawn on a responsible bank in the amount of 100 percent (100%) of the estimated first-year value of the Agreement, or in lieu of an estimate, \$500,000. The performance bond shall be in effect for the duration of the contract and any extensions.

X. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WMK shall perform the Service as an independent contractor. WMK, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WMK at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WMK, its officers, employees, agents,

contractors or subcontractors, nor to determine the manner in which WMK shall perform its obligations under the Agreement.

b. Cash Basis and Budget Law. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112, and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the state of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

c. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

e. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

f. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

g. Choice of Law. This Agreement shall be governed by, and construed according to by the laws of the state of Kansas, without regard to choice of law rules. Any litigation between the City and WMK shall be held in the District Court of Miami County, Kansas, which Court shall by agreement of the parties have exclusive jurisdiction to resolve all issues relating to this Agreement.

h. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WMK may assign its rights and obligations under this Agreement to any WMK affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement. However, any assignment of this Agreement within the first twenty-four (24) months of this Agreement, shall provide the City with the option to opt-out of the agreement within six (6) months of notification of the Assignment and to terminate within six (6) to eighteen (18) months of such notification by the City to the Contractor to opt-out of the Agreement.

i. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Kansas, Inc.

City of Osawatomie, Kansas

Name, Title

L. Mark Govea, Mayor

EXHIBIT A

SINGLE STREAM RECYCLING SPECIFICATIONS

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of WMK:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green – empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4” in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Residential, Commercial or Industrial Unit may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

WMK reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non- Recyclables More specifically, WMK may “tag and leave” carts or containers when WMK determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. WMK may also collect recyclables that have not been properly segregated from waste

EXHIBIT A continued

or other Non-Recyclables and dispose of the contaminated recyclables at Residential, Commercial or Industrial Unit's sole cost.

WMK may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Residential, Commercial or Industrial Unit shall pay WMK for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WMK's operating or profit margin. Without limiting the foregoing, and Residential, Commercial or Industrial Unit shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

WMK reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

CHARGES FOR SERVICE

City of Osawatomie, Kansas

RESIDENTIAL UNITS:

RESIDENTIAL RATE

Per Residential Unit	\$17.25 (monthly fee)/ billed quarterly in advance of providing Services
Curbside Recycling (includes Bin only)	Included in Residential Rate
One Bulky Item Pick-Up (monthly)	Included in Residential Rate
WMK Cart Rental (per Residential Unit request)	
65-gallon Cart (trash and recyclables)	\$2.50 (monthly)/billed quarterly in advance of providing services
95-gallon Cart (trash only)	\$3.00 (monthly)/billed quarterly in advance of providing services

OTHER SERVICES:

Citywide Cleanup	Labor and Equipment for Event included in Residential Unit Rate. City shall pay tonnage and disposal fees charged by disposal facility.
Tire Pickup	\$250.00 (annually) plus disposal fees charged by disposal facility or transfer station
Roll off for Yard Waste	\$175.00 per haul plus disposal fees charged by disposal facility

COMMERCIAL & INDUSTRIAL UNITS:

<i>Monthly Rates in \$</i>	Collection times per week					
	1	2	3	4	5	6
Container Size*						
Less than ½ yard	17.80	19.71	26.37	37.64	45.72	N/A
½ yard	20.98	36.10	52.36	73.71	87.70	N/A
1 yard	39.15	49.31	77.17	104.44	120.71	148.73
2 yard	61.68	70.98	99.64	112.50	140.22	166.30
4 yard	102.85	112.56	161.90	222.57	278.71	334.11
6 yard	155.03	167.92	254.14	334.11	415.90	500.28
8 yard	213.18	233.30	334.16	444.97	555.68	667.21

* "yard" and "yd." = cubic yard

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: **Mandatory Trash Ordinance**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: When considering the public comment on the solid waste contract, the Council asked staff to bring a mandatory trash ordinance to the Council. This ordinance would require every occupied premises or premises with City utilities activated to have set up trash service by January 4, 2019.

COUNCIL ACTION NEEDED: Discuss and consider. Provide direction to staff.

STAFF RECOMMENDATION TO COUNCIL: Staff does not recommend the adoption of this ordinance at this time. It would be easier for the City to enforce once the City has taken over residential billing. In fact, likely the only way to efficiently handle trash billing by the City under the proposed contract would be for a mandatory ordinance to be in place.

ORDINANCE NO. 37__

AN ORDINANCE REQUIRING SOLID WASTE COLLECTION AND PICKUP SERVICE TO BE UTILIZED BY ALL OCCUPIED RESIDENTIAL AND COMMERCIAL PREMISES; BY AMENDING SECTION 15-504 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING THE EXISTING SECTION THEREIN;

WHEREAS, Chapter 15, Article 5 of the Municipal Code of the City of Osawatomie establishes a City owned Solid Waste utility and provides for the operation or contracting for the operation thereof; and

WHEREAS, the City of Osawatomie wishes to assist in maintaining the general sanitation of the City of Osawatomie by ensuring all residents and businesses properly dispose of their solid waste by providing a solid waste collection and disposals service that will be available to all residents and business operators in the City; and

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

Section 1. AMENDING SECTION. Section 15-504 of Article 5 of Chapter 15 of the Code of the City of Osawatomie is hereby amended to read as follows:

15-504. Duty of owner, occupant.

(a) It shall be the duty of every person occupying or having control of the occupancy of any premises in the City of Osawatomie to notify the offices of the City Clerk of Osawatomie at the beginning of such occupancy, or upon activating any City-provided utility service at such address, on or before December 31, 2018, and request, accept and use the solid waste pickup and collection service operated or contracted by the City of Osawatomie; provided, however, the failure of any owner, rental agent or occupant of such premises to make such request shall not prevent nor in any way impair or impede the City from adding the address of such premises to the proper service and otherwise enforcing by appropriate action the regulatory measures herein prescribed and causing the fees or charges therefor to be paid.

(b) The owner or occupant of every dwelling unit or commercial enterprise shall provide at his or her own expense a suitable container for the storage of solid waste as provided in this article. No owner or occupant shall permit to accumulate quantities of refuse or other waste materials within or close to any structure within the city unless the same is stored in approved containers and in such a manner as not to create a health or fire hazard.

Section 2. EXISTING SECTION REPEALED. Sections 15-504 of Article 5 of Chapter 15 of the Code of the City of Osawatomie as adopted prior to the passage of this

Ordinance is hereby repealed.

Section d. EFFECTIVEDATE. This ordinance shall take effect and be in force upon publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 8th day of November, 2018.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

—

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



CITY OF OSAWATOMIE

FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 37__: AN ORDINANCE REQUIRING SOLID WASTE COLLECTION AND PICKUP SERVICE TO BE UTILITIZED BY ALL OCCUPIED RESIDENTIAL AND COMMERCIAL PREMISES; BY AMENDING SECTION 15-504 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING THE EXISTING SECTION THEREIN

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, November 14, 2018)

Summary of Ordinance No. 37__

November 8, 2018 the City of Osawatomie, adopted Ordinance No. 37__, which modifies the current Solid Waste code, so that it is the duty of all occupants or owners of premises to maintain the solid waste services_____

A complete copy of this ordinance is available at www.osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 8, 2018

Richard W. Wetzler
Richard S. Wetzler, City Attorney

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: Speed Limit Change

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the October 25th Council Meeting, we were presented with concerns about the 30 mph speed limit on 14th Street, north of Parker Avenue. After reviewing our city code, it was discovered that the speed limit on 15th Street which was posted as 20 mph, was not listed in the City's exceptions to the Standard Traffic Ordinance.

Public Works & Utilities Director, Blake Madden, also reviewed both 14th & 15th Streets using the Federal Highway Administration's *Methods and Practices for Setting Speed Limits* Manual. The results of that analysis is attached. Based on this review, the staff drafted an ordinance which would make the speed limit on 14th Street and 15th Street north of Parker, as well as all of Charles Street, 20 mph. However, Madden also pointed out that the area around Lom Vista is posted at 15 mph and is not listed in our ordinances. He stated that if we wanted to leave the speed limit at 15 mph, the following language would need to be amended into the STO section 33(d).

(2) Speed not in excess of 15 miles per hour shall be lawful on the following streets:

- (A) Matney Drive.
- (B) Happy Place
- (C) Melody Lane
- (D) Cheri Lane
- (E) Lori Lane
- (F) 1st Street between Walnut Avenue and Matney Drive.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: No recommendation. However, staff notes that there are many places in the community that need to be reviewed. Staff is also of the opinion that much of the community would probably fit the 20 mph limit and that any 30 mph posting would be the exception. Should the Council wish to consider this more comprehensively, staff recommends a subcommittee of 2 council members with the Police Chief/Asst. Police Chief and Director Madden to consider the options.

ORDINANCE NO. 37__

AN ORDINANCE LOWERING THE MAXIMUM SPEED LIMIT ON 14TH AND 15TH STREETS NORTH OF PARKER AVENUE AND ON CHARLES STREET TO 20 MILES PER HOUR; BY AMENDING SECTION 14-102 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING THE EXISTING SECTION THEREIN;

WHEREAS, Chapter 14, Article 1 of the Municipal Code of the City of Osawatomie incorporates the Standard Traffic Ordinance for the City of Osawatomie; and

WHEREAS, Chapter 14, Article 1, Section 14-102 of the Municipal Code of the City of Osawatomie provides exceptions to the maximum speed limits as listed in Section 33 of the Standard Traffic Ordinance; and

WHEREAS, the City of Osawatomie has determined that speed limit of thirty miles per hour (30 MPH) is less than reasonable on 14th Street and 15th Street north of Parker Avenue and on all of Charles Street.

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

Section 1. AMENDING SECTION. Section 14-102 of Article 1 of Chapter 14 of the Code of the City of Osawatomie is hereby amended to read as follows:

14-102. Same, Amendment to Section 33.

Sec. 33. Maximum Speed Limits.

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:
 - (1) In any business district, 20 miles per hours;
 - (2) In any urban district, 30 miles per hour;
 - (3) On any separated multilane highway, as designated and posted by the secretary of transportation 70 miles per hour;
 - (4) On any county or township highway, 55 miles per hour; and
 - (5) On all other highways, 65 miles per hour.
- (b) No person shall drive a school bus to or from school, or interschool or intra-school functions or activities, at a speed in excess of the maximum speed limits provided in

subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district’s school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities. (K.S.A. Supp. 8-1558)

- (c) The maximum speed limits in this section may be altered as authorized in K.S.A 8-1559 and K.S.A 8-1560, and amendments thereto.
- (d) The Governing Body having determined upon the basis of a traffic investigation that the speed limits permitted under state law and Section 33 of the Standard Traffic ordinance are less than reasonable and safe on some streets and are more than reasonable and safe on other streets, and does determine and declare that the speed limit (except when a special hazard exists that requires lower speed for compliance with Section 32) on the streets hereinafter set forth be the limits specified in this section, and no person shall drive a vehicle at a speed in excess of such maximum limits:
 - (1) Speed not in excess of 20 miles per hour shall be lawful on the following streets:
 - (A) Main Street between 15th Street and 18th Street.
 - (B) Lockhart Lane between Main Street and Parker Avenue.
 - (C) 14th Street between Parker Avenue and north end of 14th Street.
 - (D) 15th Street between Parker Avenue and north end of 15th Street.
 - (E) Charles Street.

Section 2. EXISTING SECTION REPEALED. Sections 14-102 of Article 1 of Chapter 14 of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance is hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect and be in force upon publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 8th day of November, 2018.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

DRAFT



CITY OF OSAWATOMIE

FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 37__: AN ORDINANCE LOWERING THE MAXIMUM SPEED LIMIT ON 14TH AND 15TH STREETS NORTH OF PARKER AVENUE AND ON CHARLES STREET TO 20 MILES PER HOUR; BY AMENDING SECTION 14-102 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING THE EXISTING SECTION THEREIN;

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, November 14, 2018)

Summary of Ordinance No. 37__

November 8, 2018 the City of Osawatomie, adopted Ordinance No. 37__, which modifies the current exceptions to the 2018 Standard Traffic Ordinance to lower the speed limit on 14th & 15th Streets north of Parker Avenue, and on Charles Street, from thirty miles per hour (30 MPH) down to twenty miles per hour (20 MPH). A complete copy of this ordinance is available at www.osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 8, 2018

Richard W. Wetzler
Richard S. Wetzler, City Attorney

USLIMITS2 Speed Zoning Report

Project Name: 14th Street

Analyst: Blake Madden

Date: 10-30-2018

Basic Project Information

Route Name: 14th Street
From: Parker Avenue
To: North End
State: Kansas
County: Miami County
City: Osawatomie city
Route Type: Road Section in Developed Area
Route Status: Existing

Roadway Information

Section Length: 0.22 mile(s)
Statutory Speed Limit: 30 mph
Existing Speed Limit: 30 mph
Adverse Alignment: No
One-Way Street: No
Divided/Undivided: Undivided
Number of Through Lanes: 2
Area Type: Residential-Subdivision
Number of Driveways: 28
Number of Signals: 0

Crash Data Information

Crash Data Years: 0.00
Crash AADT: N/A
Total Number of Crashes: N/A
Total Number of Injury Crashes: N/A

Traffic Information

85th Percentile Speed: 30 mph
50th Percentile Speed: 20 mph
AADT: 50 veh/day
On Street Parking and Usage: High
Pedestrian / Bicyclist Activity: Not High

Recommended Speed Limit:



Note: Crash data were not entered for this project. A comprehensive crash study is a critical component of any traffic engineering study. We suggest that you repeat this process when crash data become available.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

USLIMITS2 Speed Zoning Report

Project Name: 15th Street

Analyst: Blake Madden

Date: 10-30-2018

Basic Project Information

Route Name: 15th Street
From: Parker Avenue
To: North End
State: Kansas
County: Miami County
City: Osawatomie city
Route Type: Road Section in Developed Area
Route Status: Existing

Roadway Information

Section Length: 0.22 mile(s)
Statutory Speed Limit: 30 mph
Existing Speed Limit: 30 mph
Adverse Alignment: No
One-Way Street: No
Divided/Undivided: Undivided
Number of Through Lanes: 2
Area Type: Residential-Subdivision
Number of Driveways: 35
Number of Signals: 0

Crash Data Information

Crash Data Years: 0.00
Crash AADT: N/A
Total Number of Crashes: N/A
Total Number of Injury Crashes: N/A

Traffic Information

85th Percentile Speed: 30 mph
50th Percentile Speed: 20 mph
AADT: 50 veh/day
On Street Parking and Usage: High
Pedestrian / Bicyclist Activity: Not High

Recommended Speed Limit:



Note: Crash data were not entered for this project. A comprehensive crash study is a critical component of any traffic engineering study. We suggest that you repeat this process when crash data become available.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: Neighborhood Revitalization Program

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The Osawatomie Neighborhood Revitalization Plan is set to expire at the end of 2018. Currently, the plan offers an incremental tax rebate for new construction with a minimum increase of \$15,000 in appraised value. The original plan was approved and passed by Ordinance 3659 at the end of 2008.

All property within city limits is eligible for the program except the property in Parkview East, Parkview West, Hickory Valley, Slayman Heights, Northland and South of the Pottawatomie Creek Levee System. In the event of a transfer of ownership of a parcel during the eligible rebate period, such parcel and the new owner thereof shall remain eligible to apply for the rebate. Rebates shall be made payable only after the application is made and approved. Rebates approved for payment shall be made within 30 days of the June 5th distribution.

According to Kansas Statutes, the plan may be extended by the Council, as is, at a regular council meeting. If the Council desires to make any amendments to the plan, the Council must conduct a public hearing and publish notice of public hearing at least once for two consecutive weeks prior to. Any extension or amendments made to the Neighborhood Revitalization Program must be made by the passage of a new ordinance.

City staff would like to see an expansion of the program, but is recommending the one-year expansion to give time to put together a more comprehensive plan for review and adoption in 2019.

COUNCIL ACTION NEEDED: Review and discuss

STAFF RECOMMENDATION TO COUNCIL: Pass the ordinance as presented to extending the Neighborhood Revitalization Plan for one year.

ORDINANCE NO. 37__

AN ORDINANCE EXTENDING THE CURRENT NEIGHBORHOOD REVITALIZATION PLAN FOR A PERIOD OF ONE YEAR FROM AND AFTER JANUARY 1, 2019

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

SECTION ONE: The City of Osawatomie does hereby adopt the extension of the Neighborhood Revitalization Plan first adopted by Ordinance 3659 on December 11, 2008 which designated a revitalization area as provided in K.S.A. 12-17, 114 et seq., and extends the program for a period of one (1) year from and after January 1, 2019.

SECTION TWO: The City of Osawatomie designates the real property described in the Neighborhood Revitalization Plan as the Neighborhood Revitalization Area and finds that the following conditions exist within the area:

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence and which is detrimental to the public health, safety or welfare;
2. a substantial number of deteriorated or deteriorating structures, which substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use;
3. an area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

SECTION THREE: This ordinance shall take effect and be in force from and after its passage, approval, and publication in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 8th day of November 2018,

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

DRAFT



CITY OF OSAWATOMIE

FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 37__: AN ORDINANCE EXTENDING THE CURRENT NEIGHBORHOOD REVITALIZATION PLAN FOR A PERIOD OF ONE YEAR FROM AND AFTER JANUARY 1, 2019

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, November 14, 2018)

Summary of Ordinance No. 37__

November 8, 2018 the City of Osawatomie, adopted Ordinance No. 37__, which extends the current Neighborhood Revitalization Program for one year, through the end of 2019. A complete copy of this ordinance is available at www.osawatomiex.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 8, 2018

Richard W. Wetzler
Richard S. Wetzler, City Attorney

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: **Property Maintenance Code Board of Appeals**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: In reviewing our ordinances as part of a citing a home for property maintenance issues, we discovered that the City has not created a Property Maintenance Code Board of Appeals which by the adopted 2006 Property Maintenance Code is responsible for handling appeals of property maintenance issues cited by the City building official.

Staff has drafted the following Resolution to appoint the Planning Commission to serve in this role and define its duties.

COUNCIL ACTION NEEDED: Review and discuss. Action is required in order to have the Board consider a current appeal to a Building Official action.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the following motion: **Move to approve the Resolution, as presented, to appoint the Planning Commission as the Property Maintenance Code Board of Appeals.**

RESOLUTION NO. ____

A RESOLUTION ESTABLISHING THE PROPERTY MAINTENANCE CODE BOARD OF APPEALS AND DELEGATING POWERS AND RESPONSIBILITIES.

WHEREAS, the City has adopted the 2006 edition of the International Property Maintenance Code; and

WHEREAS, under the 2006 International Property Maintenance Code any person directly affected by a decision of the code official or notice issued under this code shall have the right to appeal to the Property Maintenance Code Board of Appeals [hereinafter, the “Board” or “Board of Appeals”] provided a written application for appeal is filed within 20 days after the notice was served; and

WHEREAS, the City of Osawatomie currently does not have a such a Board to serve as a hearing board for such appeals; and

WHEREAS, the City Council of Osawatomie wishes to officially establish and recognize a Board of Appeals by utilizing the City of Osawatomie Planning Commission to perform the duties of the Property Maintenance Board of Appeals.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Osawatomie, Kansas:

SECTION ONE: The Osawatomie City Planning Commission is hereby designated, in addition to statutory and other duties, to also serve as the City’s Property Maintenance Code Board of Appeals.

SECTION TWO: The Property Maintenance Board of Appeals shall meet when called upon by the City Council or City Manager to hold a public hearing to consider a formal appeal to a decision made by the City’s Building Official.

SECTION THREE: It shall be the mission of the Board to listen impartially to all aspects of the appeal and to provide a conclusion based on all evidence provided to them according to procedures established in the City of Osawatomie’s adopted Property Maintenance Code.

SECTION FOUR: The Board is hereby also empowered to:

1. Make recommendations to the City Council or City Manager as necessary to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises within the City.
2. Make recommendations to the City Council or City Manager in regards to existing structures and premises that do not comply with provisions of the Property Maintenance

Resolution No. ____

Code and recommend alterations or repairs necessary to provide a minimum level of health and safety.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 8th day of November 2018, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

DRAFT

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2018

AGENDA ITEM: 2018 Budget Amendment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Attached is a summary estimate of our projected revenues and expenditures for 2018. Highlighted on the sheet are the proposed budget amendments for 2018. Two of the three amendments simply reflect the Revised 2018 Budget amounts that were discussed when approving the 2019 Budget. However, the Golf Course Fund expenditure limit is being increased by \$30,000 to reflect not getting the savings we expected in 2018 and unexpected expenses. Water pump problems plagued the golf course this year causing about \$10,000 in increased expenditures. Before finalizing the amendment and making any year-end changes, we will further review the budget and make sure there are not any other glaring issues.

I am proposing publishing the budget amendment on Wednesday the 21st or 28th which will set the public hearing for our regularly scheduled meeting on December 13th. At that meeting we will do a more in-depth review of the year-end status of major funds.

COUNCIL ACTION NEEDED: None. Informational only. Staff will publish in the newspaper on November 21 or 28, and set the hearing date for December 14. Staff reserves the right to add some other possible increases to the publication should a closer review of finances reveal it is necessary.

STAFF RECOMMENDATION TO COUNCIL: Review and discuss.

Cash Report - All Funds

No.	Fund	2018		2018		YTD Revenues	YTD Expend	YTD End Balance	Est Change in Balance	Approved Expend	Over/(Under) Approved	Rec Amend	Change
		Beginning Balance	Revised Revenues	Revised Expend	Proj. End Balance								
1	General Operating Fund	\$ 359,415	\$ 2,948,845	\$ 2,645,474	\$ 662,786	\$ 2,951,432	\$ 2,633,211	\$ 677,636	\$ 14,850	2,673,263	\$ (40,052)	\$ -	\$ -
2	Water Fund	214,466	1,007,625	954,141	267,950	1,015,164	976,741	252,889	(15,061)	1,037,805	(61,065)	-	-
3	Electric Fund	347,040	4,000,828	4,041,985	305,883	3,926,538	3,990,936	282,642	(23,241)	4,141,431	(150,495)	-	-
4	Employee Benefit Fund	167,185	753,334	754,735	165,784	764,374	727,356	204,203	38,419	872,458	(145,101)	-	-
5	Refuse Fund	13,818	40,475	50,000	4,293	40,921	48,761	5,978	1,685	431,500	(382,739)	-	-
6	Library Fund	142,920	17,188	47,807	112,301	17,791	56,918	103,793	(8,508)	150,000	(93,082)	-	-
7	Recreation Fund	-	1,000	1,000	-	18	18	-	-	1,000	(982)	-	-
8	Rural Fire Fund*	-	-	-	-	-	-	-	-	-	-	-	-
9	Industrial Fund	91,670	120,454	110,037	102,087	35,857	25,945	101,582	(505)	109,480	(83,535)	-	-
10	Revolving Loan Fund*	-	-	-	-	-	-	-	-	-	-	-	-
11	Special Parks and Recreation Fund	82,338	27,192	77,290	32,240	28,421	77,290	33,469	1,229	37,290	40,000	77,290	40,000
12	Street Improvements Fund	184,943	121,470	125,600	180,813	122,177	61,231	245,888	65,075	177,500	(116,269)	-	-
13	Bond & Interest Fund	193,896	822,825	818,580	198,141	829,651	822,280	201,267	3,126	971,280	(149,000)	-	-
14	Public Safety Equipment Fund	22,443	343,548	312,317	53,674	343,525	309,990	55,978	2,304	63,300	246,690	312,317	249,017
15	Insurance Proceeds Fund*	1	-	-	1	40,301	40,301	1	(0)	-	40,301	-	-
16	Sewer Fund	222,860	905,000	946,817	181,043	930,207	927,795	225,272	44,229	1,025,141	(97,346)	-	-
17	Recreation Employee Benefits Fund	-	500	500	-	2	2	-	-	500	(498)	-	-
18	Golf Course Fund	11,035	290,800	282,225	19,610	308,560	320,868	(1,272)	(20,882)	302,253	18,615	332,253	30,000
19	Special Revenue - Fire Equipment	9,897	-	-	-	-	-	9,897	-	9,897	(9,897)	-	-
20	Special Revenue - 911 Fund	-	-	-	-	-	-	-	-	-	-	-	-
21	LLEBG Grant*	-	-	-	-	-	-	-	-	-	-	-	-
22	Tourism Fund	35,772	47,000	49,125	33,647	41,121	30,913	45,981	12,334	76,320	(45,408)	-	-
23	Evidence Liability*	12,900	-	-	12,900	-	-	12,900	-	-	-	-	-
24	Capital Improvements - General*	132,646	150,000	247,073	35,573	140,000	187,573	85,073	49,500	158,000	29,573	-	-
25	Capital Improvements - Streets*	1,730,623	900,000	2,130,623	500,000	898,000	1,846,793	781,830	281,830	1,888,304	(41,511)	-	-
26	Capital Improvements - Sewer*	4,000	20,000	24,000	-	20,000	-	24,000	24,000	420,000	(420,000)	-	-
27	Capital Improvements - Grants*	269,023	-	269,023	-	-	281,746	(12,723)	(12,723)	-	281,746	-	-
28	Capital Improvements - Water*	-	-	-	-	-	-	-	-	-	-	-	-
33	Capital Improvements - Electric*	951,635	-	951,635	-	14,122	750,798	214,959	214,959	450,000	300,798	-	-
43	Electric Debt Service	149,990	435,725	435,725	149,990	435,725	435,726	149,988	(1)	445,725	(9,999)	-	-
50	Cafeteria 125*	62,520	60,000	46,500	76,020	62,621	35,993	89,148	13,128	57,500	(21,507)	-	-
51	Court ADSAP*	7,401	-	-	7,401	-	-	7,401	-	-	-	-	-
52	Court Bonds*	15,252	-	-	15,252	31,663	29,444	17,471	2,219	29,444	29,444	-	-
53	Forfeitures*	1,918	8,637	1,742	8,813	10,269	8,714	3,473	(5,340)	-	8,714	-	-
* Non-Budgeted Funds		\$ 5,437,607	\$ 13,022,446	\$ 15,333,851	\$ 3,126,202	\$ 13,008,460	\$ 14,627,344	\$ 3,818,723	\$ 692,521	\$ 15,499,948	\$ (872,604)	\$ -	\$ -
Budgeted Funds Only		\$ 2,099,699	\$ 11,448,084	\$ 11,227,530	\$ 2,320,253	\$ 11,355,760	\$ 11,010,256	\$ 2,445,203	\$ 124,950	\$ 12,080,419	\$ (1,070,163)	\$ -	\$ -

CASH TRANSACTIONS REPORT

YEAR: THROUGH SEPTEMBER
City of Osawatomie

Page: 1
10/26/2018
3:06 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	359,414.51	2,242,655.11	2,063,730.01	538,339.61
02-000-100.101	CASH & INVESTMENTS	214,466.04	790,112.77	767,846.08	236,732.73
03-000-100.101	CASH & INVESTMENTS	435,765.21	3,059,795.91	3,007,377.39	488,183.73
04-000-100.101	CASH & INVESTMENTS	167,293.43	793,173.28	616,475.83	343,990.88
05-000-100.101	CASH & INVESTMENTS	13,817.59	40,791.54	46,013.70	8,595.43
06-000-100.101	CASH & INVESTMENTS	142,919.70	17,320.60	54,574.37	105,665.93
07-000-100.101	CASH & INVESTMENTS	0.00	18.27	18.27	0.00
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	91,669.73	34,840.68	21,777.82	104,732.59
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	82,338.03	22,088.62	45,640.34	58,786.31
12-000-100.101	CASH & INVESTMENTS	184,943.24	95,362.78	52,162.73	228,143.29
13-000-100.101	CASH & INVESTMENTS	193,896.28	713,420.73	822,280.00	85,037.01
14-000-100.101	CASH & INVESTMENTS	22,442.51	336,271.19	282,236.93	76,476.77
15-000-100.101	CASH & INVESTMENTS	0.84	40,300.50	40,300.50	0.84
16-000-100.101	CASH & INVESTMENTS	222,860.37	733,012.23	739,272.35	216,600.25
17-000-100.101	CASH & INVESTMENTS	0.00	2.28	2.28	0.00
18-000-100.101	CASH & INVESTMENTS	11,035.48	287,426.95	294,016.63	4,445.80
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	35,772.24	36,168.06	25,945.38	45,994.92
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	132,645.97	107,500.00	97,073.40	143,072.57
25-000-100.101	CASH & INVESTMENTS	1,730,623.32	398,000.00	1,821,610.94	307,012.38
26-000-100.101	CASH & INVESTMENTS	4,000.00	10,000.00	0.00	14,000.00
27-000-100.101	CASH & INVESTMENTS	269,023.13	16.90	281,763.04	-12,723.01
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	8,281,231.11	8,281,231.11	0.00
33-000-100.101	CASH & INVESTMENTS	951,634.80	47,101.97	727,315.10	271,421.67
43-000-100.101	CASH & INVESTMENTS	149,989.60	326,793.78	435,726.25	41,057.13
50-000-100.101	CASH & INVESTMENTS	62,520.36	37,099.87	24,378.45	75,241.78
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	15,251.54	21,850.67	19,737.67	17,364.54
53-000-100.101	CASH & INVESTMENTS	1,918.17	10,769.26	8,653.48	4,033.95
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
56-000-100.101	CASH & INVESTMENTS	0.00	239,334.88	69,159.34	170,175.54
Total for 100.101		5,526,440.30	18,722,459.94	20,646,319.39	3,602,580.85
Total for 100.101		5,526,440.30	18,722,459.94	20,646,319.39	3,602,580.85
Grand Totals:		5,526,440.30	18,722,459.94	20,646,319.39	3,602,580.85

Osawatomie Police Department
Activity Report

	Oct-18	Prior Month	Change	Prior Year	Change
16	Warrant Arrests	24	(8)	35	(19)
35	Other Arrest and /or Charges filed	70	(35)	36	(1)
140	Traffic Stops	181	(41)	165	(25)
97	Suspicious Activ., Inv. Persons, Ped Checks, Prowlers	70	27	177	(80)
16	Traffic Accident Calls	8	8	12	4
36	Assist EMS	35	1	40	(4)
26	Fights , Disturbance , Assaults, Domestic, Harras, Violation of Protection Orders, Trespass	38	(12)	30	(4)
0	Sex crimes	0	0	1	(1)
34	Damage to Prop., Thefts , Burglarys,	34	0	27	7
2	Drug Case or Calls	0	2	3	(1)
38	Animal calls	44	(6)	35	3
6	Child in Need of Care , Runaways, Missing Children	4	2	6	0
27	Vehicle Lock outs	14	13	24	3
57	Escorts, Civil Stand-bys, 911 Misdials, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks, Messages	29	28	69	(12)
39	Citizen Inquires	43	(4)	69	(30)
72	Calls for service otherwise not classified	57	15	67	5
67	Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow-ups , Found Property, Warrant Attempts, etc..	88	(21)	79	(12)
673	Calls handled by Officers	669	4	839	(166)
1001	* Totals occurrences for the month	906	95	1106	(105)
52	Traffic Citations	64	(12)	72	(20)
36	Other Citations	51	(15)	13	23
88	Total Citations	115	(27)	85	3

* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire calls, and other public assistance.