

OSAWATOMIE CITY COUNCIL

AGENDA

December 8, 2016

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. December 8 Agenda
 - B. Council Minutes for November 10 and November 17, 2016
 - C. Appropriation Ordinance 2016-11
 - D. 2017 CMB Permits
 - E. Pay Application No. 2 – McConnell – CDBG Sports Complex
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 – Proposed 2016 Budget Amendments
9. Unfinished Business
 - A. Proposed 2016 Budget Amendments
 - B. Pay Application No. 6 – Kansas Heavy – CDBG Main Street
 - C. CDBG Main Street Project Acceptance
 - D. Pay Application No. 3 – Kansas Heavy – CDBG Main Street Sidewalk
 - E. CDBG Main Street Sidewalk Project Acceptance
10. New Business
 - A. Rural Fire Contract – Proposed Amendment
 - B. Condemnation Demolition Bids
 - C. Utility Billing Policy & Ordinance
11. Council Report
12. Mayor's Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – December 22, 2016

Osawatomie, Kansas. **November 10, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hunter, Hampson, LaDuex, Wright and Walmann. Absent was Maichel. Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Interim Police Chief David Ellis and Dan Macek.

INVOCATION. Martha McDougal with United Methodist Church.

CONSENT AGENDA. Approval of November 10th Agenda, Appropriation Ordinance 2016-10 and Council Minutes for October 13th and October 27th. **Motion** made by Hunter, seconded by LaDuex to approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Martha McDougal with United Methodist Church wanted to invite the public to the Community Thanksgiving Dinner at the City Auditorium on November 17th.

PRESENTATIONS. None.

PUBLIC HEARINGS. None

UNFINISHED BUSINESS.

PROPOSED CHANGE ORDER NO. 1 – MID STATES ENERGY WORKS – 7TH STREET SUBSTATION.

PAY APPLICATION NO. 2 & NO. 3 – MID STATES ENERGY WORKS – 7TH STREET SUBSTATION. **Motion** made by Hampson, seconded by Farley to Approve the Change Order No. 1 and Pay Application No. 2 & No. 3. Yeas: All.

NEW BUSINESS.

POLICY – EMERGENCY LEAVE FOR PART TIME EMPLOYEES. City Manager said that no substantive changes had been made to the proposed policy from the previous meeting with it was presented to the Council. **Motion** made by Farley, seconded by Hunter to Adopt the Emergency Leave for Part Time Employees Policy into the Personnel Policies. Yeas: All.

COUNCIL REPORTS.

Karen LaDuex ~ Attended the Ron's Country Market Grand Opening at that it was very well attended.

Ted Hunter ~ Reported that he presented the Mayor's proclamation at the Osawatomie State Hospital for their 150th Anniversary celebration. He noted the Governor, Secretary and legislators were in attendance.

Lawrence Dickinson ~ Also noted his attendance at the Grand Opening of Ron's Country Market and the State Hospital anniversary.

MAYOR'S REPORT. None

CITY MANAGER'S REPORT.

City Manager advised the City Council that the City would turn the downtown Christmas lights on the evening of Monday, November 28.

Chief Ellis reviewed the monthly Police Department report.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:10 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **November 17, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:31 p.m. Council members present were Dickinson, Hunter, Hampson, LaDuex and Maichel. Absent was Farley, Walmann and Wright. Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Interim Police Chief David Ellis, Director of Public Works & Utilities Blake Madden, Building Official Ted Bartlett, Dan Macek, Russell Davis, Derek Gould and Charity Keitel with the Miami County Republic.

INVOCATION. Ted Hunter.

CONSENT AGENDA. Approval of November 17th Agenda. **Motion** made by Hunter, seconded by Hampson to approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC. None.

PRESENTATIONS. None.

PUBLIC HEARINGS. None

UNFINISHED BUSINESS.

RESOLUTION – CONDEMNATION EXTENSION FOR 917 PACIFIC. Ted Bartlett, Building Official, explained the work progress that he has seen on the property. During the process he has not ran into any problems or concerns. **Motion** made by Hunter, seconded by LaDuex to Extend the Condemnation Process for 917 Pacific to March 1st, 2017. Yeas: All.

EXTENDED WARRANTTIES FOR GENERATORS. **Motion** made by Hampson, seconded by Maichel to Approve the Extended Warranty. Yeas: All.

NEW BUSINESS.

PROPOSED BUDGET AMENDMENTS. City Manager Cawby went over the Budget Amendments for 2016. The limits that are proposed to change are: the Public Safety Equipment Fund, Golf Course Fund and Electric Debt Service Fund. Amendments will be published in the next following newspaper to set the Public Hearing for December 8. No Action Taken.

WATER DEPARTMENT TRUCK. Blake Madden, Director of Public Works and Utilities, presented the council with the two bids that we received for a new 1 ton dually cab and chassis truck. Beckman Motors had the low bid of \$30,999 for a 2017 Chevy 3500HD Silverado. If the truck is approved, the purchase of a new utility bed mounted onto the truck would be \$9,469 making the truck \$40,468 total. **Motion** made by Hampson, seconded by Hunter to Accept the Bid for the Water Department Truck from Beckman Motors and Utility Bed from Navalties. Yeas: All.

COUNCIL REPORTS.

Karen LaDuex ~ Attended the Annual ECKAN Dinner with the Mayor. Reminder the Christmas Opening is this Saturday.

Ted Hunter ~ Left everyone calendars and pens as an appreciation to the City from the John Brown Foundation.

Lawrence Dickinson ~ Stopped by the Community Thanksgiving dinner before the meeting and it was very nice, several people and good food.

Tamara Maichel ~ Apologized for not being able to attend last meeting, she was having car trouble. Attended the Miami County Arts program and they were very interested in Osawatomie.

MAYOR'S REPORT.

Ashley brought up if we still wanted to do the employee breakfast or if wanted to do a lunch. *Council decided to continue with breakfast, due to the council being able to attend.* Reminder of the Rotary Pancake Feed this coming Saturday.

CITY MANAGER'S REPORT.

Interview with K-State for the Broadband grant went great, feels positive about it.

Along with Ted Bartlett, met with Tri-Ko to get everything moving forward on the property.

Been working on utility billing procedures and will be bringing to the council next month.

Parking lot to the police department is almost done.

Violation letter going out tomorrow on the levels of disinfection from the water plant. The water is safe, we are obligated to send letters.

The heater at the sewer plant has been having issues that we have been dealing with for a year. Will discuss more at a later meeting.

Fire district earlier sent a letter indicating they want to renegotiate the contract, indications that we will see a draft shortly.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Maichel, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:18 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

DRAFT

Record of Ordinances

ORDINANCE NO. 2016-11

DATE WARRANTS ISSUED:
November 30, 2016

Page No. 1

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 sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	Amount
KMEA	GRDA Electricity	1814	77,952.09
KMEA	SPA Electricity	1815	2,883.41
KMEA	WAPA Electricity	1816	8,898.06
City of Osawatomie	Petty Cash Reimbursement	1817	6,294.62
Home Depot	18 V Nano & Charger, Mulch, Stone	1818	113.10
Centurylink	Long Distance	48608	44.43
Kansas Department of Revenue	Water Protection & Clean Water	48609	1,972.16
Centurylink	Services	48610	765.28
Reserve Account	Postage	48611	1,200.00
Midwest Cleaning Services	Cleaned, Buff and Wax Floors	48612	800.00
Dish Network	Services	48613	104.02
Crawford Sales	Budweiser	48614	224.90
Gwen Lofing	Reimburse Damage to Car	48615	295.16
Postmaster	Utility Billing	48616	1,000.00
6th Street Auto	Repair Wiring, Replace Strut	48617	425.17
A-Z Mobile RV Repair	Electrical Adapter	48618	18.00
Advanced Environmental	Asbestos Removal	48619	4,418.00
American Safety Utility Corporation	Mule Tape	48620	253.11
American Topsoil, Inc.	Dirt	48621	270.00
Applied Maintenance Supplies	Hex Nuts, Lockwashers, Gloves	48622	254.12
AT&T	RTU'S	48623	222.67
Auten Pharmacy	Masks	48624	10.24
Baker & Taylor	Books	48625	362.64
Belson Outdoors, LLC	Trash Receptacles, Bench	48626	6,587.75
BG Consultants, Inc.	Consulting Services	48627	7,020.18
Bowes Automotive Products	Tire Repair Supplies	48628	110.90
Brewer's Automotive	Battery, Tire, Exhaust Pipe, Bracket	48629	1,165.08
Champion Brands	Wipers, Transmission Fluid, Scraper	48630	624.14
City of Osawatomie	Utilities	48631	10,389.89
Coleman Equipment, Inc.	O'Rings, Switch, Kit	48632	321.09
Conrad Fire Equipment	Reducer	48633	64.07
Deffenbaugh Industries	Sludge Haul Off, Refuse	48634	1,686.16
Delta Dental	Dental Insurance	48635	3,052.58
Detroit Industrial Tool	Diamond Blade	48636	298.03
Donna & Viola's Shirts	Shirts, Patches	48637	195.80
E-M Sales	Tire Repair Lube	48638	16.00
EMG, Inc.	Energy Consulting	48639	2,480.68
Family Center	Shop Vacs, Battery, Grass Seed	48640	949.89
Farwest Line Specialties, LLC	Arc Rated Leather Utility Plus	48641	414.21
Foremost Promotions	Open House Kit	48642	335.20

Record of Ordinances

DATE WARRANTS ISSUED:
November 30, 2016

Page No. 2

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
G&W Products, LLC	Sidewalk Forms	48643	2,025.73
Gallagher Benefit Services, Inc.	Administration Fee	48644	923.00
Gearzone Products	Badge Holder Clip, Name Plates	48645	63.58
Gerken Rent All	Portable Toilet Rental	48646	183.60
Hawkins	Aquahawk, Azone	48647	6,144.90
HD Supply Waterworks	Meter Box, Adapter, 4 AVK	48648	1,195.30
Hometown Electric	Relocate Meter	48649	1,259.63
JEO Consulting Group, Inc.	Consulting Services	48650	10,632.50
Jive Communications, Inc.	Services	48651	912.78
John Deere Financial	Seal, Cap, Drive Shaft	48652	727.28
Kansas City Wilbert	Grave Opening	48653	1,565.00
Kansas Department of Commerce	JTC Oil Lease	48654	1,000.00
Kansas Gas Service	Services	48655	787.95
Kansas One Call	Locates	48656	43.00
Kansas State Treasurer	Training Funds	48657	8,250.50
Kansas Turfgrass Foundation	Conference	48658	250.00
Killough Construction	Asphalt	48659	182.25
Kincaid Ready Mix	Concrete	48660	1,099.88
Kriz-Davis Co.	Meters, Ballast, Clamps, Connector	48661	7,614.39
L&K Services	Refuse	48662	34,655.31
Lang Chevrolet	Starter	48663	147.82
Lybarger Oil	Dyed Diesel, Clear Diesel	48664	723.76
Mad Science	Funky Forensics	48665	223.00
Madden Rental	Portable Toilet Rental	48666	980.00
Loren McCrea	Changed Oil and Filter	48667	320.00
Mid States Energy Works, Inc.	7th Street Substation Phase IV	48668	158,755.50
Nicholson, Dasenbrock & Hartley	Attorney Fees	48669	817.50
Nips, LLC	Boot	48670	75.00
NPG Newspapers	Treasurer's Report, Ordinance 3743	48671	114.52
Oil Patch Pump & Supply, Inc.	Pipe	48672	3.76
Olathe Winwater Works	Meter Pit, Signs	48673	486.70
Pace Analytical	Analytical Charges	48674	419.00
Paola Do It Best Hardware	Keys, Lubricant, Paint, Roller	48675	187.36
R&J Trucking	Gravel Hauling	48676	1,299.60
Reeves Wiedeman Company	Urinal Kit	48677	50.00
Ricoh	Copies	48678	367.79
Romans Outdoor Power	Cover	48679	8.85
Rural Water #1	Services	48680	165.24
Scott A Michie	Consulting Services	48681	847.00
Solomon Corporation	Rewind Transformers	48682	61,500.00
State Industrial Products	Magic Mats, All Purpose Cleaner	48683	423.81
Suddenlink	Internet	48684	551.97
USD 367 Sport & Fitness	Membership	48685	80.00
Verizon Wireless	Internet	48686	40.01
Visa	Hazard Marker Signs	48687	52.28

Record of Ordinances

DATE WARRANTS ISSUED:
November 30, 2016

Page No. 3

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Visa	Buns, Pop, Mayo, Brownie Mix	48688	56.84
Visa	Paints, Brush Set, Expansion Pack	48689	862.44
Visa	Lodging, Postage, Pneu Dart, Meals	48690	2,031.49
Wade Quarries	Gravel	48691	1,082.61
Waste Management	Refuse	48692	46.00
Wex Bank	Fuel	48693	3,602.36
Winkler, Domoney & Schultz	Municipal Court Judge	48694	2,060.00
KMEA	EMP Electricity	1819	30,876.80
Kansas Department of Revenue	Sales Tax	1820	657.38
Kansas Department of Revenue	Compensating Use Tax	1821	239.76
Kansas Department of Revenue	Sales Tax	1822	11,165.58
First Option Bank	Street Sweeper Loan Payment	1823	12,740.00
5 Star Pump & Control, Inc.	Install Heat Cable	48695	2,219.00
American Library Association	Membership Dues	48696	137.00
City Electrical Supply	4" Rig Comp Conn Mall	48697	398.43
Governmental Assistance Services	Administration Service	48698	4,149.55
Grainger	Electric Unit Heater	48699	620.55
Kansas City Power & Light	Services	48700	2,082.27
Kansas Department of Agriculture	Pesticide Renewal	48701	100.00
KC Bobcat	Hydraulic Fluid, Gas Spring, Valve	48702	336.22
League of Kansas Municipalities	KACM Fall Conference	48703	160.00
Lybarger Oil	Fuel, Dyed Diesel	48704	1,284.80
Martin Pringle Attorneys at Law	Municipal Matters, City Prosecutor	48705	5,199.88
Maxim Golf Solutions	Consulting Services	48706	1,250.00
McConnell Machinery	Roller Bearings, Sleeve	48707	214.31
Navrat's Office Products	Copy Paper, Round Label	48708	888.97
NEKLS	Thermal Receipt Printer Rolls	48709	34.00
Pat's Signs	Decals	48710	524.00
Pepsi	Pop	48711	353.19
Protective Equipment	Glove Testing	48712	670.06
Quill	Paper, Paper Clips, Index Cards	48713	637.77
Ricoh	Copier Lease	48714	311.30
Ricoh	Copier Lease	48715	280.78
Ron's Country Mart	Meat, Cleaning Supplies, Pop, Water	48716	519.80
Sensus	Repair Autogun	48717	435.13
Smitty's Lawn & Garden	Fork, Clutch Kit	48718	533.79
Solarwinds	Mailbox Filtering	48719	92.80
Suddenlink	Internet	48720	59.95
Superior Lamp	Bulbs	48721	233.96
Superior Vision	Vision Insurance	48722	595.66
T2 Holdings	Shredding	48723	60.00
Debbie Talley	Memorial Hall Janitorial	48724	375.00
Taser International	Holster	48725	742.35
Viking Industrial Supply	Paper Supplies	48726	251.87
Walmart	Chips, Buns, Brisket, Soap, Ink	48727	645.59

Record of Ordinances

DATE WARRANTS ISSUED:
November 30, 2016

Page No. 4

[illegible]

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8th, 2016

AGENDA ITEM: 2017 CMB Permits

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Cereal Malt Beverage licenses are issued on a calendar basis and will expire December 31, 2016. The following establishments have filed for renewals in 2017.

- Casey's Retail Company – East Main Street
- Casey's Retail Company – 6th & Parker Ave
- Gasmart LLC (Quick Stop)
- Ron's Country Market
- Osawatomie Golf Course (Bogey's)
- Pizza Hut
- Whistle Stop Café

COUNCIL ACTION NEEDED: Review and vote on the proposed licenses.

STAFF RECOMMENDATION TO COUNCIL: Approve the CMB licenses as presented.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO (OWNER):

City of Osawatomie

PROJECT:

Karl E. Cole Sports Complex

APPLICATION NO:

2

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 10.31.16

FROM (CONTRACTOR):

MC CONNELL & ASSOCIATES CORP

VIA (ARCHITECT):

BG Consultants

ARCHITECT'S

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 8/10/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		ADDITIONS
TOTAL		DEDUCTIONS
Approved this Month		
Number	Date Approved	
1	9/8/2016	(980.00)
TOTALS		(980.00)
Net change by Change Orders		(980.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MC CONNELL & ASSOCIATES CORP.

1225 IRON STREET

NORTH KANSAS CITY, MO 64116-4008

By: [Signature]

Date: 10.24.16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 158,815.00
2. Net change by Change Orders	\$ (980.00)
3. CONTRACT SUM TO DATE	\$ 157,835.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 157,835.00
5. RETAINAGE	
a. 10% of Completed Work (Column D + E on G703)	\$ 15,783.50
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Line 5A + 5b or Total in Column I of G703)	\$ 15,783.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 142,051.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$ 51,930.00
8. CURRENT PAYMENT DUE	\$ 90,121.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 15,783.50

State of: Missouri

Subscribed and sworn to before me this 24

County of: CLAY

day of October, 2016

Notary Public: [Signature]

My Commission expires: 10/10/17

DAWN R. SPEARS

Notary Public - Notary Seal

State of Missouri

Commissioned for Clay County

My Commission Expires: October 3, 2017

Commission Number: 1377

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature]

Date: 11-28-2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 2

Contractor's signed Certification is attached.

APPLICATION DATE: **10.24.16**

In tabulation below, amounts are stated to the nearest dollar.

PERIOD TO: **10.31.16**

Use Column I on Contracts where variable retainage for the line items may apply

ARCHITECT'S PROJECT NO:

[illegible]

WAIVER & RELEASE OF LIEN

PROJECT: Carl E. Cole Sports Complex
JOB NUMBER: N/A

OWNER: City of Oswanton

WHERE AS THE UNDERSIGNED ☐ Contractor, ☐ Subcontractor, ☐ Supplier, ☐ Architect or Engineer, ☐
has provided labor, services, materials or equipment, for the above project, under an agreement with:

BC Consultants

In its capacity as ☐ Owner or Owner's agent, ☐ Contractor, ☐ Subcontractor, ☒ Architect or Engineer

Section A: (check and initial only one of the following indicating if this is a Partial or Final Waiver)

☒ MM **PARTIAL** WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or equipment provided in the amount of: (\$ 90,121.50) covering the following Payment Request(s) or Invoices(s):

Together with any previous payments(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: _____

OR

☐ MM **FINAL** WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or equipment provided in the amount of: \$ _____ covering the following Payment Request(s) or Invoices(s):

DATE	PAY REQUEST or INVOICE NUMBER	AMOUNT
Date of Application <u>10/24/16</u>	Application # <u>2</u>	Payment Amount \$ <u>90,121.50</u>

Section B: (check and initial only one of the following indicating if this is a Conditional or Unconditional Waiver, and unconditionally acknowledge previous payments)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project. Owners and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

☒ MM **CONDITIONAL** RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

OR

☐ MM **UNCONDITIONAL** RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ 51,932
in previous payments and does hereby grant unconditional release of all above described claims for that amount.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME:
McConnell & Associates
ADDRESS:

1225 Iron Street
North Kansas City, MO
64116

SIGNED: Mike McKelvey

TITLE: Project Manager

State of: MO)

County of: Clay) SS

Subscribed and sworn to before me this 24 day of Oct, 2016

NOTARY PUBLIC:

SIGNED: Dawn R. Spears

My Commission Expires: 10/10/17

DAWN R. SPEARS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: October 10, 2017
Commission Number: 13777096

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: 2016 Budget Amendment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Included in this document are the proposed budget amendments for 2016. With a small exception for the Golf Course Fund, all three amendments reflect the Revised 2016 Budget amounts that were discussed when approving the 2017 Budget.

Tonight, we are conducting the public hearing which was published in the official newspaper on November 23rd. A copy of the state forms and my current year estimate sheet are included.

I normally do a more in-depth review of our finances at this time, but other issues have not allowed the time necessary to do this analysis. I hope to have some general analysis ready at our December 22nd meeting. Below is a summary of the amendments for these three items.

Public Safety Equipment Fund. This amendment is necessary because we received over \$100,000 in grant funding for 2016 to buy bunker gear for the Fire Department and tasers for the Police Department. Also, in preparation for the coming tax lie, we set aside some of the General Fund transfer amount to establish this fund as the primary source of funding for all Public Safety Equipment.

Golf Course Fund. A budget amendment is necessary because both expenses and revenues exceeded expectations for 2016. However, the budget will not require an additional transfer for this year.

Electric Debt Service Fund. An amendment is necessary to create this fund and begin making payments in accordance with the Electric Bonds issued last December after the budget was passed.

COUNCIL ACTION NEEDED: Conduct the hearing and consider the Amended Budget Certificate.

STAFF RECOMMENDATION TO COUNCIL: Approve the certificate as amended.

2016

**Amended
Certificate
For Calendar Year 2016**

To the Clerk of Miami, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Osawatomie
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2016 Amended Budget		
			Amount of 2015 Tax that was Levied	Adopted 2016 Expenditures	Proposed Amended 2016 Expenditures
Table of Contents:		Page No.			
Fund	<u>K.S.A.</u>				
Public Safety Equipment	12-110b	2		18,704	165,000
Golf Course		3		281,878	305,000
Electric Debt Service		4			287,292
Totals		xxxxxxx	0	300,582	757,293
Summary of Amendments		5			

Attested date:_____

County Clerk

Assisted by:

Address:

Email:

Governing Body

City of Osawatomie

2016

Adopted Budget

Public Safety Equipment	2016 Adopted Budget	2016 Proposed Budget
Unencumbered Cash Balance January 1	3,704	3,673
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Grant Receipts (Non-CDBG)	15,000	104,664
Reimbursed Expense		19,870
Transfer In from Electric Fund		40,000
Interest on Idle Funds		
Total Receipts	15,000	164,534
Resources Available:	18,704	168,207
Expenditures:		
Capital Equipment	18,704	4,200
Clothing & Personal Supplies		116,990
Apparatus & Tools		16,001
Other Equipment		26,537
Computer Equip & Software		1,272
Total Expenditures	18,704	165,000
Unencumbered Cash Balance December 31	0	3,207

City of Osawatomie

2016

Adopted Budget

Golf Course	2016 Adopted Budget	2016 Proposed Budget
Unencumbered Cash Balance January 1	2,006	5,601
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Greens & Range Fees	55,500	75,333
Member Fees	50,830	42,229
Cart Related Fees	49,665	42,740
Food & Beverage	39,000	47,490
Miscellaneous	18,700	15,193
Transfer from Electric	70,000	70,000
Sales of Fixed Assets		6,629
Interest on Idle Funds		
Total Receipts	283,695	299,616
Resources Available:	285,700	305,217
Expenditures:		
Salaries & Wages	117,717	123,381
Utilities	16,000	23,320
Professional Services	15,000	17,880
Rentals	5,250	3,114
Other Contractual Services	22,211	33,002
Chemicals/Seed/Fertilizer	16,000	18,053
Machine Parts and Supplies	10,000	17,388
Fuels	15,000	8,074
Food & Beverage for Resale	19,000	25,385
Other Commodities	8,750	16,011
Capital Outlay	5,500	5,151
Debt Service	22,750	5,460
Other Expenses (Sales Taxes)	8,700	8,781
Total Expenditures	281,878	305,000
Unencumbered Cash Balance December 31	3,823	216

City of Osawatomie

2016

Adopted Budget

Electric Debt Service	2016 Adopted Budget	2016 Proposed Budget
Unencumbered Cash Balance January 1	0	95,763
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Transfer In from Electric Fund	200,000	339,394
Interest on Idle Funds		
Total Receipts	200,000	339,394
Resources Available:	200,000	435,157
Expenditures:		
Bond Principal		135,000
Bond Interest		152,290
Bond Service Fee		2
Total Expenditures	0	287,292
Unencumbered Cash Balance December 31	200,000	147,865

2016

**Notice of Budget Hearing for Amending the
2016 Budget**

The governing body of

City of Osawatomie

will meet on the day of December 8, 2016 at 6:30 pm at Memorial Hall - 11th & Main for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at www.osawatomieks.org or at City Hall, 439 Main St. and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Public Safety Equipment			18,704	165,000
Golf Course			281,878	305,000
Electric Debt Service			0	287,292
			0	0
			0	0
			0	0

Don Cawby

Official Title: City Manager

Page No. 5

AFFIDAVIT OF PUBLICATION

NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502

Reference: 103172
Ad ID: 6438434

P.O. :

DESC. :Osawatomie Amended Budget 2016

**TAMMY SEAMANDS
CITY OF OSAWATOMIE
439 MAIN STREET PO BOX 37
OSAWATOMIE, KS 66064-0037**

Miami County Republic

State of Kansas, Miami County, ss:

I, Sandra Ridings being duly sworn according to law, state that I am the Legal Advertising Coordinator of the Miami County Republic, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Miami County, Kansas, with a general paid circulation on a weekly basis in Miami County, Kansas; and that said newspaper is not a trade, religious, or fraternal publication.

Said newspaper is published at least weekly fifty times a year and has been so published continuously and uninterruptedly in said County and State for a period of more than five years prior to the first publication of the said notice; and has been admitted to the post office of Paola, in said county as second class matter.

That this notice, a true copy of which is hereto attached, was published in the regular and entire issue of said weekly newspaper as follows, to-wit:

Run Dates: 11/23/16 to 11/23/16
Appearances: 1
AD SPACE: 78
TOTAL COST: \$42.02

(Signed) Sandra Ridings

Subscribed and sworn before me this
23rd day of November 2016

Heather Sturtz Notary Public

HEATHER STURTZ
Notary Public - Notary Seal
State of Missouri
Commissioned for Buchanan County
My Commission Expires: July 25, 2020
Commission Number: 06831729

Published in the Miami County Republic., 11/23/16

Notice of Budget Hearing for Amending the
2016 Budget

The governing body of
City of Miami, Kansas

State of Kansas
Amendment

2016

will meet on the day of December 8, 2016 at 6:30 p.m. at Memorial Hall - 11th & Main for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at www.miamikansascity.org or at City Hall, 439 Main St. and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Public Safety Equipment			18,704	165,000
Golf Course			281,878	305,000
Electric Debt Service			0	287,292
			0	0
			0	0
			0	0

Don Cawby
Miami City Manager

6438434

Pursuant to K.S.A. 12-100

TURN UNWANTED HOUSEHOLD
ITEMS INTO EXTRA CASH. CLASSIFIED
ADS UNITE BUYERS AND SELLERS EACH
DAY. CALL 294-2311, 755-4151 OR
837-4321 TO PLACE YOUR AD.

NOTICE OF SUIT

STATE OF KANSAS to the above
named Defendants and The Un
known Heirs, executors, devisees

Published in the Miami County Republic., 11/23/16

Notice of Budget Hearing for Amending the
2016 Budget

State of Kansas
Amendment

The governing body of
City of Osawatimie

2016

will meet on the day of December 8, 2016 at 6:30 pm at Memorial Hall - 11th & Main for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at www.osawatimieks.org or at City Hall, 439 Main St. and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Public Safety Equipment			18,704	165,000
Golf Course			281,878	305,000
Electric Debt Service			0	287,292
			0	0
			0	0
			0	0

Don Cawby
Official Title: City Manager

6438434

Published in the Miami County Republic., 11/23/16

Notice of Budget Hearing for Amending the
2016 Budget

2016

The governing body of
City of Spring Hill, Kansas

will meet on the day of December 8, 2016 at 7:00 p.m. at City Hall, 401 N Madison, Spring Hill, Kansas for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Debt Service			2,625,315	2,789,660
Special Parks			78,130	117,000
			0	0
			0	0
			0	0

Jonathan S Roberts
City Administrator

6438435

Cash Report - All Funds
2016

No.	Fund	Beginning Balance	Budget Revenues	Budget Expend	Proj. End Balance	YTD Revenues	YTD Expend	YTD End Balance	Est Change in Balance	Approved Expend	Over/(Under) Approved	Rec Amend
1	General Operating Fund	\$ 422,152	\$ 2,416,502	\$ 2,560,256	\$ 278,397	\$ 2,412,557	\$ 2,427,919	\$ 406,790	\$ 128,393	2,609,737	\$ (181,818)	\$ -
2	Water Fund	179,813	894,281	890,817	183,277	878,833	826,714	231,931	48,654	1,034,129	(207,414)	
3	Electric Fund	491,311	3,787,808	3,865,270	413,850	3,671,154	3,755,602	406,863	(6,987)	4,287,414	(531,812)	
4	Employee Benefit Fund	69,806	759,227	745,686	83,347	770,451	757,049	83,209	(139)	759,921	(2,873)	
5	Refuse Fund	4,942	430,500	431,500	3,942	402,602	396,681	10,863	6,921	431,500	(34,819)	
6	Library Fund	106,247	11,000	11,000	106,247	25,159	12,786	118,620	12,373	111,000	(98,214)	
7	Recreation Fund	-	2,000	2,000	-	224	224	-	-	4,000	(3,776)	
8	Rural Fire Fund*	7,399	12,851	20,000	250	10,448	15,365	2,482	2,232	75,000	(59,635)	
9	Industrial Fund	60,641	32,600	20,500	72,741	32,720	18,406	74,955	2,214	61,500	(43,094)	
10	Revolving Loan Fund*	-	-	-	-	-	-	-	-	-	-	
11	Special Parks and Recreation Fund	94,867	24,800	140,590	(20,923)	37,040	36,193	95,714	116,637	96,043	(59,849)	
12	Street Improvements Fund	111,837	166,290	178,024	100,103	150,086	143,338	118,585	18,483	179,980	(36,643)	
13	Bond & Interest Fund	156,241	788,552	751,020	193,773	845,815	798,565	203,492	9,719	887,020	(88,455)	
14	Public Safety Equipment Fund	3,673	48,460	47,100	5,033	164,534	165,000	3,207	(1,826)	18,704	146,296	165,000
15	Insurance Proceeds Fund*	1	-	-	1	-	-	1	-	-	-	
16	Sewer Fund	245,326	907,065	973,124	179,267	856,059	963,364	138,021	(41,246)	1,033,344	(69,980)	
17	Recreation Employee Benefits Fund	-	1,000	1,000	-	28	28	-	-	1,000	(972)	
18	Golf Course Fund	5,601	295,624	300,619	606	299,616	305,000	217	(389)	281,878	23,122	305,000
20	Special Revenue - 911 Fund	9,897	-	9,897	-	-	-	9,897	9,897	9,897	(9,897)	
22	Tourism Fund	39,457	55,804	58,080	37,181	58,078	57,624	39,910	2,729	83,501	(25,877)	
23	Evidence Liability*	12,900	-	2,000	10,900	-	-	12,900	2,000	-	-	
24	Capital Improvements - General*	41,003	140,000	123,150	57,853	140,011	52,476	128,539	70,685	146,500	(94,024)	
25	Capital Improvements - Streets*	913,027	705,399	1,618,426	-	705,399	1,618,426	-	-	1,200,000	418,426	
26	Capital Improvements - Sewer*	(368)	10,375	10,000	7	4,000	(368)	4,000	3,993	-	(368)	
27	Capital Improvements - Grants*	121,346	700,767	822,113	0	700,767	456,630	365,483	365,483	-	456,630	
28	Capital Improvements - Water*	569,577	-	569,576	1	-	405,357	164,219	164,219	-	405,357	
33	Capital Improvements - Electric*	3,858,290	95,763	3,504,054	450,000	97,428	812,494	3,143,224	2,693,224	-	812,494	
43	Electric Debt Service	95,763	339,394	287,290	147,867	339,394	287,292	147,865	(2)	-	287,292	287,292
50	Cafeteria 125*	32,174	55,000	47,500	39,674	45,597	35,279	42,492	2,818	62,500	(27,221)	
51	Court ADSAP*	7,401	-	-	7,401	-	-	7,401	-	-	-	
52	Court Bonds*	13,667	15,000	15,000	13,667	13,197	13,844	13,020	(647)	15,000	(1,156)	
53	Forfeitures*	2,928	-	-	2,928	900	2,850	978	(1,950)	-	2,850	
* Non-Budgeted Funds		\$ 7,676,919	\$ 12,696,062	\$ 18,005,592	\$ 2,367,389	\$ 12,662,096	\$ 14,364,138	\$ 5,974,877	\$ 3,607,488	\$ 13,389,568	\$ 974,569	
Budgeted Funds Only		\$ 2,001,811	\$ 10,621,513	\$ 10,986,483	\$ 1,636,840	\$ 10,604,956	\$ 10,664,492	\$ 1,942,274	\$ 305,433	\$ 11,890,568	\$ (1,226,076)	

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: 2016 Main Street Improvements Project,
Project Closeout and Pay Request #6

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: Attached are project closeout documents and Pay Request #6 which were submitted by Kansas Heavy Construction, the contractor for the 2016 Main Street Improvements Project. City staff has reviewed these documents and has found them to be accurate.

COUNCIL ACTION NEEDED: Review, discuss, and determine whether to approve the Completion of Work Certificate and payment.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends approval of the Completion of Work Certificate and payment to Kansas Heavy Construction in the amount of \$59,983.01.

Contractor's Application for Payment No. 6 (FINAL)		
Application Period 8-20-16 - 11-18-16		Application Date 11/18/2016
To (Owner) City of Osawatomie, KS	From (Contractor) Kansas Heavy Construction, LLC	Via (Engineer) BG Consultants, Inc
Project 2016 Main Street Improvements	Project 2016 Main Street Improvements	
CDBG Project No. 15-PF-023	Contractor's Project No. 1000	Engineer's Project No. 14-1331L

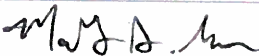
**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
2	\$198,166.15	-\$113,519.35
TOTALS	\$198,166.15	-\$113,519.35
NET CHANGE BY CHANGE ORDERS	\$84,646.80	

1. ORIGINAL CONTRACT PRICE	\$ 1,115,013.45
2. Net change by Change Orders	\$ 84,646.80
3. Current Contract Price (Line 1 ± 2)	\$ 1,199,660.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 1,199,660.25
5. RETAINAGE:	
a. X \$1,199,660.25 Work Completed	\$
b. X Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 1,199,660.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,139,677.24
8. AMOUNT DUE THIS APPLICATION	\$ 59,983.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 

Date: 11-18-16

Payment of: \$ 59,983.01
(Line 8 or other - attach explanation of the other amount)

is recommended by Dawn Rossbaugh 11/23/16
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by _____
(Owner) (Date)

Approved by _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract) 2016 Main Street Improvements							Application Number: 6			
Application Period: 8-20-16 - 11-18-16							Application Date: 11/18/2016			
A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1.	Contractor Construction Staking	1	\$ 9,500.00	\$9,500.00	1	\$9,500.00		\$9,500.00	100.0%	
2.	Mobilization	1	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$35,000.00	100.0%	
3.	Removal of Existing Structures	1	\$ 3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
4.	Clearing and Grubbing	1	\$ 7,000.00	\$7,000.00	1	\$7,000.00		\$7,000.00	100.0%	
5.	Adjust Waterline (Vertical)		\$ 5,500.00							
6.	Pavement Removal	10,896	\$ 9.00	\$98,064.00	10896	\$98,064.00		\$98,064.00	100.0%	
7.	Unclassified Excavation	5,077	\$ 25.50	\$129,463.50	5077	\$129,463.50		\$129,463.50	100.0%	
8.	Compaction of Earthwork (Type B)	118	\$ 45.00	\$5,310.00	118	\$5,310.00		\$5,310.00	100.0%	
9.	Traffic Control	1	\$ 15,500.00	\$15,500.00	1	\$15,500.00		\$15,500.00	100.0%	
10.	Inlet (Curb) (Setback) (Precast)	5	\$ 4,150.00	\$20,750.00	5	\$20,750.00		\$20,750.00	100.0%	
11.	Junction Box (5' Diameter)	2	\$ 3,750.00	\$7,500.00	2	\$7,500.00		\$7,500.00	100.0%	
12.	Curb and Gutter (Combined) (AE)	4,158	\$ 20.00	\$83,160.00	4158	\$83,160.00		\$83,160.00	100.0%	
13.	Storm Sewer (15")(RCP)	117	\$ 55.00	\$6,435.00	117	\$6,435.00		\$6,435.00	100.0%	
14.	Storm Sewer (15")(HDPE RCP)	60	\$ 61.00	\$3,660.00	60	\$3,660.00		\$3,660.00	100.0%	
15.	Storm Sewer (18")(HDPE RCP)	234	\$ 56.00	\$13,104.00	234	\$13,104.00		\$13,104.00	100.0%	
16.	Storm Sewer (21")(RCP)	59	\$ 85.00	\$5,015.00	59	\$5,015.00		\$5,015.00	100.0%	
17.	Storm Sewer (2.5sq ft.)(RCPHE)	59	\$ 215.00	\$12,685.00	59	\$12,685.00		\$12,685.00	100.0%	
18.	Flowable Fill	3	\$ 250.00	\$750.00	3	\$750.00		\$750.00	100.0%	
19.	Sidewalk Construction (4") (AE)	118	\$ 48.00	\$5,664.00	118	\$5,664.00		\$5,664.00	100.0%	
20.	Sidewalk Ramp (AE)	146.9	\$ 149.00	\$21,888.10	146.9	\$21,888.10		\$21,888.10	100.0%	
21.	Concrete Pavement (6" Uniform)(AE)(Driveways)	703	\$ 58.00	\$40,774.00	703	\$40,774.00		\$40,774.00	100.0%	
22.	Concrete Pavement (8" Uniform)(AE)(Intersections)	695	\$ 62.50	\$43,437.50	695	\$43,437.50		\$43,437.50	100.0%	
23.	Concrete Pavement (8" Uniform)(AE)(Parking)	414.5	\$ 59.00	\$24,455.50	414.5	\$24,455.50		\$24,455.50	100.0%	
24.	Crushed Stone Subgrade (6")		\$ 10.00							
25.	HMA-Commercial Grade (Class A)(Base Course)(2")(Driveways)		\$ 180.00							
26.	HMA-Commercial Grade (Class A)(Surface Course)(2")(Driveways)		\$ 180.00							
27.	Surfacing Material (AB-3)(Driveways)		\$ 22.50							
28.	Surfacing Material (Brick)(Driveways)		\$ 300.00							
29.	Aggregate Base (AB-3)(6")	9942	\$ 12.50	\$124,275.00	9942	\$124,275.00		\$124,275.00	100.0%	
30.	Concrete Wheel Stops		\$ 135.00							
31.	Temporary Inlet Sediment Barrier	5	\$ 80.00	\$400.00	5	\$400.00		\$400.00	100.0%	
32.	Temporary Gutterbuddy	5	\$ 70.00	\$350.00	5	\$350.00		\$350.00	100.0%	
33.	Temporary Sediment Trap		\$ 50.00							
34.	Temporary Construction Entrance	1	\$ 2,150.00	\$2,150.00	1	\$2,150.00		\$2,150.00	100.0%	
35.	Temporary Seeding	1	\$ 3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
36.	Pavement Marking (Multi-Component)(White)(4")		\$ 0.80							
37.	Pavement Marking (Multi-Component)(White)(6")	638	\$ 1.00	\$638.00	638	\$638.00		\$638.00	100.0%	
38.	Pavement Marking (Multi-Component)(White)(8")		\$ 6.00							
39.	Pavement Marking (Multi-Component)(Yellow)(4")	7008	\$ 0.80	\$5,606.40	7008	\$5,606.40		\$5,606.40	100.0%	
40.	Pavement Marking (PTP)(White)(24")	217	\$ 12.00	\$2,604.00	217	\$2,604.00		\$2,604.00	100.0%	

For (contract) 2016 Main Street Improvements						Application Number 6					
Application Period: 8-20-16 - 11-18-16						Application Date: 11/18/2016					
A				B	C	D	E	F			
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)	
Bid Item No.	Description										
41	Pavement Marking Symbol (PTP)(White)(Right Turn Arrow)	2	\$ 365.00	\$730.00	2	\$730.00		\$730.00	100.0%		
42	Pavement Marking Symbol (PTP)(White)(Handicap)	2	\$ 365.00	\$730.00	2	\$730.00		\$730.00	100.0%		
43	Sign (Flat Sheet)(High Performance)	143.52	\$ 17.00	\$2,439.84	143.52	\$2,439.84		\$2,439.84	100.0%		
44	Sign Post (2 lb/ft "U" Steel)		\$ 12.00								
45	Sign Post (2 1/4" Perforated Square Steel Tube)	184	\$ 6.00	\$1,104.00	184	\$1,104.00		\$1,104.00	100.0%		
46	Sign Post Footing (2 1/4" Perforated Square Steel Tube)	25	\$ 30.00	\$750.00	25	\$750.00		\$750.00	100.0%		
Bid Alt #2: 52	Concrete Pavement (8" Uniform)(AE)(NRDJ)	7716	\$ 54.50	\$420,522.00	7716	\$420,522.00		\$420,522.00	100.0%		
Bid Alt #2: 53	Crushed Stone Subgrade (6")		\$ 8.35								
CO#2	Change Order Item #1	1	\$ 13,909.25	\$13,909.25	1	\$13,909.25		\$13,909.25	100.0%		
CO#2	Change Order Item #2	1	\$ 4,985.25	\$4,985.25	1	\$4,985.25		\$4,985.25	100.0%		
CO#2	Change Order Item #3	1	\$ 443.20	\$443.20	1	\$443.20		\$443.20	100.0%		
CO#2	Change Order Item #4	1	\$ 1,294.16	\$1,294.16	1	\$1,294.16		\$1,294.16	100.0%		
CO#2	Change Order Item #5	1	\$ 12,200.00	\$12,200.00	1	\$12,200.00		\$12,200.00	100.0%		
CO#2	Change Order Item #6	1	\$ 406.00	\$406.00	1	\$406.00		\$406.00	100.0%		
CO#2	Change Order Item #7	1	\$ 2,485.00	\$2,485.00	1	\$2,485.00		\$2,485.00	100.0%		
CO#2	Change Order Item #8	1	\$ 577.50	\$577.50	1	\$577.50		\$577.50	100.0%		
	Markup on Change Orders per 11.04.c.2.a (15%)	1	\$ 5,445.05	\$5,445.05	1	\$5,445.05		\$5,445.05	100.0%		
Totals				\$1,199,660.25		\$1,199,660.25		\$1,199,660.25	100.0%		

Quantities highlighted in YELLOW are quantities as modified by Change Order No. 2



14-1331L

2016 Main Street Improvements
Osawatomie, Kansas

COMPLETION OF WORK CERTIFICATE

CDBG No. 15-PF-023 Engineer's Project No. 14-1331LProject: 2016 Main Street ImprovementsTo: City of Osawatomie, KS (Owner)

In compliance with the General Conditions of this Project, Article 14.07, on the basis of my observations and review of the Work, Final Inspection, and Review of the Final Payment, I am satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contractor Documents.

I hereby recommend that the Final Completion Date of this Project be set as Sept. 29, 2016 and that the Final Payment be approved.

Dated this 22nd day of November, 2016.

BG Consultants, Inc.
Engineer

By: Diana Rosebaugh
Title: Project Engineer

The Final Completion Date as set in this Certificate is hereby approved.

Kayes Heavy Construction LLC
Contractor
By: [Signature]
Title: Managing member

Approved by Owner:

By: _____
Date: _____
Title: _____

00640-1



14-1331L

2016 Main Street Improvements
Osawatomie, Kansas

CONTRACTOR'S AFFIDAVIT

Engineer's Project No. 14-1331LProject: 2016 Main Street ImprovementsTo: City of Osawatomie, KS (Owner)

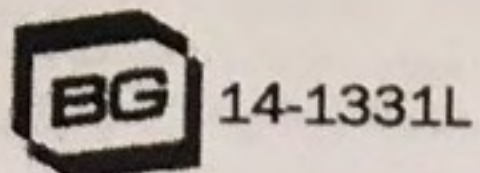
The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as Principal Contractor, or by a Subcontractor or otherwise, for supplies, materials, or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said Contract, either by me as Principal Contractor, or by a Subcontractor, or otherwise.

Dated this 18th day of November, 2016.Contractor Kansas Heavy Construction, LLCBy [Signature]Title MANAGING MEMBERState of Kansas)ss.
County of Leavenworth

On this 18th day of November, 2016, before me personally appeared , known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

[Signature]
Notary Public

My Commission Expires February 20th, 2020.



2016 Main Street Improvements
Osawatomie, Kansas

RELEASE OF FINAL ESTIMATE BY SURETY

CONTRACTOR (Name and Address):

Kansas Heavy Construction, LLC
PO Box 860603
Shawnee, KS 66286

OWNER (Name and Address):

City of Osawatomie
439 Main Street
Osawatomie, KS 66064

CONTRACT

Date:

Amount: \$1,115,013.45

Description (Name and Location):

2016 Main Street Improvements, Osawatomie, Kansas

In compliance with the General Conditions of this project, Article 14.07

Travelers Casualty and Surety Company of America

(Name of Bonding Company)

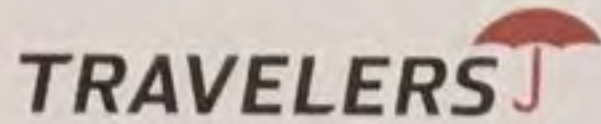
as surety, hereby releases for payment, the Final Estimate on the above Project. The bonding company shall maintain bonding of the project until As dictated under the terms of the bond provided.

(Seal)

By:

Attorney-in-Fact David S. Salavitch

00630-1



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215644

Certificate No. 007026586

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David S. Salavitch

of the City of Lee's Summit, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 27th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

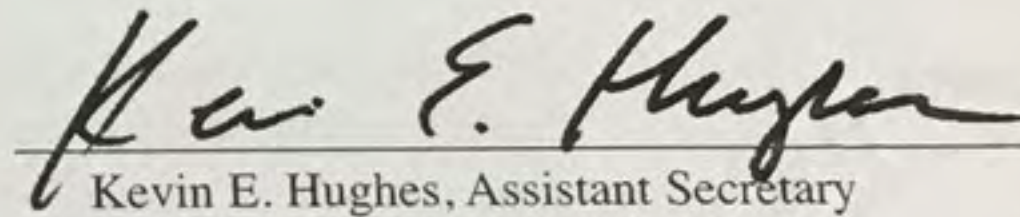
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of Nov., 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: Rural Fire Contract

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: After years of negotiation and finally agreeing to a contract with the Rural Fire in February of 2016, we again find ourselves discussing their contract. At that time we agreed this past year, it took the intervention of County Administrator and County Commissioners to get the Board to sign the contract we presented to them in January. Unfortunately we find ourselves in a similar stalemate again.

Non-Renewal. Attached to this memo is a copy of the letter the Fire Board notifying us in September they were opting to non-renew the contract. They did so in a timely fashion and within the scope of the agreement. We then met with the Chairman and a board member to discuss their concerns. They had several which are included below. A summary of the major concerns are included below:

- Oz FD provides storm spotting services and other county department's do not.
- Oz FD asked for the 800 mhz frequency for EMS.
- Oz FD is showing up unrequested at EMS calls and charging the County for the service.
- Fuel bill dropped by several hundred dollars when Oz Mart closed.
- Fuel bill is much larger than other departments.
- Having more than one meeting per month charged to the County.
- Multiple charges by Oz FD officers since contract went into place. Don't pay for other departments.
- County paying for dive team activities or other public relation appearances outside of Osawatomie.

We discussed those concerns and Chief Love responded to them. Here is a summary of his answers.

- **Storm Spotting.** This has occurred for years. Oz FD did the storm spotting in our district and the sheriff's office (MISO) did it everywhere else. We do it when MISO asks. Only happened twice this year. Chief Love was supportive of not doing not it because it puts firefighters and equipment at unnecessary risk.

- **EMS Calls.** The only EMS calls we OzFD responds to are those requested by EMS and dispatched. At present, they request us when they are at "status zero", are responding from a long distance to a critical call, code blue, need additional lift assistance, or rescue/extrication is required. We no longer have 800mhz radio and EMS now monitors VHF and has OzFD frequency to communicate as needed.
- **Fuel.** Both the Chief and I said we would look into any details they had concerning fuel misuse. WE have not received any detail. As for Ozmart, it closed at the time of the year with no grass fires. There were very few calls for several weeks. Diesel trucks (pumper, tender & rescue) were fueled at the city diesel tank per our agreement. In past years, most of the fuel for the Explorer was charged to the county but, this year, the city has covered 100% of the fuel for the Explorer, even fuel used on county calls.
- **Size.** Until this summer, the OzFD district was substantially larger than the other two cities' districts as Oz was operating the Fontana station due to limited manpower, limited equipment, or complete failure to respond. A chief or officer from Osawatomie responded immediately to all Fontana calls as that was the agreement with the fire board as the management of that department. After that changed, the fuel usage and calls dropped some, although we still respond when they don't. Again, we will look at any details if we receive them.
- **Officer Charges.** Additional officer charges are related to extra management time resulting for the immediate change when removing Fontana from our department. With no notice, staff had to immediately rewrite policy, standard operating guidelines, adjust equipment locations, retrieve city equipment from Fontana, and deal with personnel issues caused by the split. This is not a normal expenditure and Chief acknowledges that if had been done over an extended period of time, instead of suddenly, it could have been absorbed into other administrative duties and likely wouldn't have been much in charges.
- **Dive Team.** The Dive Team has always been a cooperative arrangement between the City and County in purchasing equipment. We believe that almost every call the team has ever been on was related to a county issue and not a City issue. The majority of the work occurs at Hillsdale. I offered that if the County did not want to continue to participate that it was highly unlikely that the City would maintain it, given the lack of need for it in our jurisdiction.

At that meeting, I witnessed Chief Love provide straight forward, common sense answers to all questions. As we left the meeting, the indication we had from Chairman Miller was that they might have a couple of small clarifications related to the officer pay issue. Chief Love verbally agreed to get permission before extra meetings and we felt all the other issues were resolved or explained.

We were definitely surprised to receive a proposed amendment (attached) from the County last week that didn't mention any of these major issues which seemed to be at the heart of why they opted out of the contract. The only two issues mentioned are the request for approval for extra meetings (which we agreed to do without it being in the contract) and a new issue of who discusses issues with the City Manager related to the contract.

We know that this issue was included because I was very upset with Larry Cole at our meeting for attending unannounced and uninvited. My frustration came from this being the third time during my

negotiations with the Board when we carefully decided who would attend a negotiation session and when we got there, the Board had brought extra people. I reiterated at our meeting with Larry Cole that this was a negotiation process and this was the third such violation of protocol and it showed a real lack of respect for the process and the City. It appears their solution is to change the contract, at risk of losing fire service, in order to keep the City Manager from meeting with the Chairman one-on-one to work out issues.

After providing the mayor with a copy of the contract and asking him to put in on this week's agenda, I responded to the Board that the City was not interested in approving anything other than the agreement we previously had, because: (1) the two issues in this amendment are not related to the reasons they stated for getting out of the contract; (2) the Chief had already agreed to talk to the Board about extra meetings and that issue is really a matter of operations and not a contract between the City and County; and (3) we have no incentive for letting them have more representation in meetings when negotiating.

I have also let them know that the only reason I would be interested in opening the contract up would be to make it a 3-5 year contract before annual or auto renewals occur. This would make the annual non-renewal provision will go away. This process has wasted days of my time over the past few months for seemingly no reason. I did offer that I would be in favor of a provision that allows the County Commission to pre-empt and non-renew on an annual basis in case something major came up.

When I responded, I asked the Board (with the Mayor's blessing) to come to tonight's Council Meeting to justify the reasons for non-renewal and the proposed amendment. They responded with the attached letter that a week's notice was too short of a notice to send a representative to our meeting. I also noted that failure to come explain this to the Council directly might result in non-action. I should note that I did state in our meeting with the Chairman and Larry Cole that they should expect to have to come to the Council to defend any proposed amendment because I was not in favor of amending it.

This week, County Administrator Shane Krull and I discussed the possibility of a short-term contract (or extension) for 30 to 60 days to get these matters worked out. He also offered to sit down with me and the Chief Love to go over the Board's concerns outlined above, but with the hope of having some detail to examine the questions. I believe that if we can provide our answers to Shane and walk through any concerns he has, that he will be able to mediate this impasse. The bad part for us is that without an extension we may not be able to get this formally approved before the contract expires.

Yesterday, I directly reached out to Fred Miller in an email and asked if they would consider the extension proposed by the County Administrator. I have yet to hear back, but because of the timing concerns, I have included an extension for your consideration.

COUNCIL ACTION NEEDED: Review, discuss and consider the proposed extension.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed extension.

ADDENDUM #1

AGREEMENT TO PROVIDE FIRE AND EMERGENCY SERVICES

MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KANSAS

WHEREAS, Miami County Fire District No. 1 and the City of Osawatomie, Kansas entered into an AGREEMENT dated February 11, 2016, for the provision of firefighting and other emergency services; and

WHEREAS, the Miami County Fire District No. 1 notified the City of Osawatomie in a letter dated September 12, 2016 that it would exercise its right to non-renewal of the AGREEMENT pursuant to provisions of the AGREEMENT and on November 29, 2016 provided the City of Osawatomie with a proposed addendum to the current AGREEMENT; and

WHEREAS, there are limited meeting opportunities for the Board of the Miami County Fire District No. 1 and the Governing Body of the City of Osawatomie during the month of December, before the current contract would expire, and both parties desire to discuss in detail the issues contained in the proposed addendum and other identified issues;

NOW THEREFORE, the Miami County Fire District No. 1 and the City of Osawatomie, Kansas do hereby agree to extend the current AGREEMENT dated February 11, 2016 by extending the term of the AGREEMENT through February 28, 2017, with the acknowledgement that a notice of non-renewal of the AGREEMENT, as invoked by the Miami County Fire District No. 1 remains intact and such non-renewal would occur at the end of the term.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers the day and year below written.

(The rest of this page is intentionally left blank.)

ENTERED INTO AND EXECUTED THIS 8TH DAY OF DECEMBER, 2016.

Mark Govea, Mayor
City of Osawatomie, KS

Fred Miller, President
Miami County Fire District No. 1

Attested by:

Tammy Seamands, City Clerk
City of Osawatomie, Kansas

Betty Town, Executive Secretary
Miami County Fire District No. 1

MIAMI COUNTY FIRE DISTRICT # 1
P. O. BOX 537
PAOLA, KS 66071

September 12, 2016

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

Dear Mr. Cawby, City Manager & Ms. Seamands, City Clerk,

The Miami County Fire District # 1 feels the current contract needs revisions before the contract automatically renews on January 1, 2017.

Therefore, this is the notification of nonrenewal required by the contract that must be made 90 days before the end of the year, as per Section 5: Renewal of Agreement.

We would request an addendum to be agreed upon by both the City and the District clarifying changes needed before the end of the year when the contract would renew.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred Miller".

Fred Miller, President

**ADDENDUM # 1 TO AGREEMENT
MIAMI COUNTY FIRE DISTRICT #1 – CITY OF OSAWATOMIE**

WHEREAS, Miami County Fire District # 1 and the City of Osawatomie, Kansas entered into an AGREEMENT for the provision of firefighting and other emergency services on May 26, 2016 and:

WHEREAS, the AGREEMENT outlined the terms, conditions and compensation by which said fire fighters would be paid as outlined in Section 3, Paragraph 5, F and also, regarding meetings between the Fire District and the City as in Section 4, Paragraph 7 and Section 5, Paragraph 2 and;

WHEREAS, Miami County Fire District # 1 and the City of Osawatomie desire to amend Section 3, Paragraph 5, f; Section 4, Paragraph 5; and Section 5, Paragraph 2, commencing on October 1, 2016, as follows:

Section 3, Paragraph 5, f.

f. \$20.00 per firefighter per training session and required meetings. The DISTRICT and the CITY shall each pay for one training session or required meeting per month. If there is only one training session or required meeting during the month, the DISTRICT and the CITY shall each pay for half of the training session or required meeting. Any additional meetings, training sessions or events to be entered into Emergency Reporting and to be charged to the DISTRICT must be approved by the DISTRICT in advance. Otherwise, payment responsibility is assumed by the CITY. Any training sessions or events which are deemed urgent in nature may be approved or disapproved by the DISTRICT President or Vice President via a phone call. Events which fall under Section 3, paragraph 5g are exempt from the requirement for advance approval.

Section 4, Paragraph 7

7) The City Manager of the CITY, or his or her designee, shall meet as necessary with the DISTRICT Chairperson, or his or her designee, to discuss the conditions, concerns, issues, and relationships of the parties as they relate to the administration of the provisions of this AGREEMENT. When

attending these meetings, the DISTRICT Chairperson, at his discretion, may bring one additional DISTRICT Board Member and/or the County Administrator with him. Also, if the DISTRICT President is unable to attend a scheduled meeting with CITY representatives, he may send another DISTRICT Board Member in his place. In addition, the City Manager shall invite the Chairperson of the DISTRICT, or his/her designee, to participate in the selection process of the fire chief or assistant fire chief as a means of assuring that candidates for those positions have a full understanding of rural firefighting techniques and the requirements of this AGREEMENT. Additionally, at the request of either the DISTRICT or the CITY, the parties shall meet to review all reports and invoices submitted under this agreement.

Section 5, Paragraph 2

Requests for revisions or amendments to this Agreement must be submitted in writing to either party for consideration. Requests for amendments or revisions submitted to the DISTRICT by the CITY must be presented to the DISTRICT Board President or DISTRICT Board Executive Secretary by the CITY. Requests for amendments or revisions submitted to the CITY by the DISTRICT must be presented to the City Manager and City Clerk by the DISTRICT. When meeting with CITY representatives to negotiate revisions or amendments to this AGREEMENT, the DISTRICT Board President may bring one additional DISTRICT Board Member and/or the County Administrator with him to the meeting. Also, if the DISTRICT President is unable to attend a scheduled meeting with CITY representatives, he may send another DISTRICT Board Member in his place.

NOW THEREFORE the AGREEMENT dated May 26, 2016 is hereby amended as set forth above.

IN WITNESS WHEREOF, Miami County Fire District # 1 and the City of Osawatomie, Kansas have caused this ADDENDUM to the AGREEMENT to be executed by their duly authorized officers the day and year below written.

ENTERED INTO AND EXECUTED THIS ____ OF _____, 2016.

City of Osawatomie

Miami County Fire District # 1

Mark Govea, Mayor

Fred Miller, President

Tammy Seamands, City Clerk

Betty Town, Executive Secretary

AGREEMENT TO PROVIDE FIRE AND EMERGENCY SERVICES

With Proposed Amendment by MCFD1

MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KANSAS

This AGREEMENT is made and entered into, by and between Miami County Fire District No. 1, hereinafter referred to as DISTRICT, and the City of Osawatomie, Kansas, hereinafter referred to as CITY.

WHEREAS, DISTRICT was established and became operational on January 1, 1976, by Resolution of the Board of County Commissioners of Miami County, Kansas, pursuant to K.S.A. 19-3601 *et seq.*, and:

WHEREAS, said County Commission established a Board of Trustees for the purpose of supervising said DISTRICT, and vested said Board with all powers that were vested in the Commission, pursuant to K.S.A. 19-3612a., and

WHEREAS, the DISTRICT and the CITY have entered into prior agreements for the provision of firefighting and other emergency services provided by the CITY emergency personnel to the DISTRICT, it is the intention of both parties to continue such relationship, pursuant to the terms of this AGREEMENT.

SECTION 1: SEPARATE AND DISTINCT

It is specifically understood and agreed to by the parties to this AGREEMENT that the DISTRICT and the CITY are separate and distinct units of government and, as such, the DISTRICT'S and the CITY'S vehicles, equipment and appurtenances are distinct and separate and shall remain the property of the DISTRICT and/or the CITY at all times. Both parties recognize that in certain circumstances that it might be necessary to use the vehicles and equipment of one party for the other party's benefit and the utilization of such shall not extinguish the separateness and distinction of each party and each party's ownership of its own vehicles and equipment.

SECTION 2: WAIVER OF LIABILITY

It is agreed by the parties to this AGREEMENT, that neither the CITY nor the DISTRICT shall be liable in any way or manner to each other for failure of its emergency personnel to respond to a fire, to extinguish the fire in a timely manner, or for any other act or omission while responding to emergency calls for service. For the purpose of this AGREEMENT, "fire" and "fire call" shall

have the same meaning and shall include any dispatch of emergency personnel to a reported fire, accident, or other emergency situation.

SECTION 3: COMMITMENT OF THE FIRE DISTRICT

The DISTRICT hereby agrees and commits itself as follows:

- 1) Furnish fire trucks and other emergency vehicles, firefighting equipment and supplies to be utilized by the CITY while fighting fires within the DISTRICT boundaries.
- 2) Provide Workman's Compensation insurance for the CITY'S firefighters injured while performing official duties for the DISTRICT.
- 3) Provide general liability insurance, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the DISTRICT'S vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities on behalf of the DISTRICT.
- 4) The DISTRICT will provide a general liability insurance policy, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of the CITY's apparatus in non-emergency situations or emergency situations while outside of the CITY.
- 5) DISTRICT will pay the fire fighters quarterly beginning January 1, 2016 as per Section 5 of this AGREEMENT for the following emergency personnel services provided for the DISTRICT by the CITY:
 - a. Fire Chief--\$500 per quarter
 - b. Assistant Fire Chief--\$350 per quarter
 - c. Fire Captain--\$250 per quarter
 - d. Administrative Assistant--\$250 per quarter
 - e. \$30.00 per firefighter per emergency call.
 - f. \$20.00 per firefighter per training session and required meetings. The DISTRICT and the CITY shall each pay for one training session or required meeting per month. If there is only one training session or required meeting, each shall pay for half of the training session or required ~~one~~ meeting. Any additional meetings, training sessions or events to be entered into Emergency Reporting and to be charged to the DISTRICT must be approved by the DISTRICT in advance.

Otherwise, payment responsibility is assumed by the CITY. Any training sessions or events which are deemed urgent in nature may be approved or disapproved by the DISTRICT President or Vice President via a phone call. Events which fall under Section 3, paragraph 5g are exempt from the requirement or advance approval.~~If more than two meetings, the DISTRICT or the CITY will pay for the meeting based upon the topic or reason for the additional meeting.~~

- g. \$20.00 per firefighter for duties related to the repair and upkeep of county equipment and apparatus, and vehicle washing/cleaning.
 - i. Scheduled maintenance is those items needing routine ongoing attention, so as to maintain the basic function of the vehicle or equipment.
 - ii. Repair services represent maintenance to equipment that is no longer functioning as designed or expected, and which restores equipment to its original operating capacity.
 - iii. Washing/cleaning of vehicles represents the extra cleaning of vehicles that cannot be completed upon return from a call.
 - h. Nothing in this AGREEMENT shall prohibit the Fire Chief from combining officer and administration positions as necessary as long as the total amount paid in accordance with this Section is no greater than the total available for payment in subsections (a) through (d) above, subject to approval by the DISTRICT.
- 6) The DISTRICT will pay fire fighter personnel within 45 days of the end of the quarter using data from Emergency Reporting.
 - 7) The DISTRICT will reimburse the CITY for maintenance and repair services by non-firefighter CITY personnel.
 - 8) The DISTRICT will assume responsibility for the costs associated with the replacement of parts, oil, fuel, and repairs for the DISTRICT'S equipment.
 - 9) The DISTRICT will pay the CITY \$55.00/truck/month for covered and heated rental space at the Osawatomie Fire Station plus \$450 per quarter for the DISTRICT share of the cost of utilities. The payments will be paid quarterly, within the first 45 days of each quarter, as per this sub-section. However, when the CITY provides a different and larger building or increases the current space available to the Fire Department by at least fifty percent of its current covered and heated space to serve as a Fire Station, the monthly rate for rental shall increase to \$65.00/truck/month and the DISTRICT share of utilities will increase to \$4,000 per year. Payments by the DISTRICT outlined in this sub-section must

be received within the timeline established in this subsection or the CITY's approved utility bill late fee will be applied to both rental and utility reimbursement payments.

SECTION 4: COMMITMENT OF THE CITY

The CITY hereby agrees and commits to provide firefighting services, emergency and related activities for the DISTRICT within the DISTRICT's designated boundary and further described in Exhibit 1. Said services and activities shall include the following, but shall not be considered an all-inclusive list:

- 1) Provide appropriate emergency personnel to answer fire and other emergency service calls; perform firefighting and related activities as dispatched for the DISTRICT within its designated boundary identified in Exhibit 1.
- 2) The DISTRICT and the CITY recognize the need to enter into mutual and/or automatic aid agreements with other fire service agencies for the purpose of providing mutual support for emergency calls outside of the DISTRICT's designated boundary served by the CITY as identified in Exhibit 1.
- 3) All firefighters responding to calls on behalf of the DISTRICT, except as provided for below, must be Fire Fighter Level 1 certified as evidenced by a copy of their certificate filed with the DISTRICT's Executive Secretary, or documentation of equivalent qualifying experience, as outlined below. Failure to file said certificate may disqualify uncertified firefighter(s) from payment for call, with the exception of a first year firefighter on probation and those firefighters hired prior to April 1, 2015. Within 60 days of the signing of this AGREEMENT, all non-probationary firefighters must have (a) at least a Fire Fighter Level 1 certificate or documentation of equivalent qualifying experience on file with the DISTRICT's Executive Secretary; or (b) have at least three years of experience and must successfully complete all Firefighter 1 level certification skills to be evaluated and documented by the Fire Chief or an officer officially designated by the Fire Chief.
- 4) Operators of the DISTRICT'S vehicles must have completed a driver safety training class. Training classes must meet the DISTRICT'S, the CITY'S, or insurance company of either party's requirements. A copy of the driving certificate for each driver should be given to the DISTRICT's Executive Secretary within 60 days of signing this AGREEMENT.
- 5) Provide general liability insurance, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the CITY's vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities on behalf of the CITY.

Within 10 calendar days of each calendar quarter end, the Fire Chief, or designated staff, shall have entered and approved all applicable quarterly information in Emergency Reporting, including, but not limited to:

- a. Number, location, and nature of emergency calls responded to on behalf of the DISTRICT,
 - b. Names and employee identification number of each firefighter responding to emergency calls,
 - c. Names and employee identification number of each firefighter who attended authorized training sessions; and
 - d. Names and employee identification number of personnel providing cleaning, maintenance, and description of maintenance performed to the DISTRICT equipment.
- 6) The City Manager of the CITY, or his or her designee, shall meet as necessary with the DISTRICT Chairperson, or his or her designee, to discuss the conditions, concerns, issues, and relationships of the parties as they relate to the administration of the provisions of this AGREEMENT. When attending these meetings, the DISTRICT Chairperson, at his discretion, may bring one additional DISTRICT Board Member and/or the County Administrator with him. Also, if the DISTRICT President is unable to attend a scheduled meeting with CITY representatives, he may send another DISTRICT Board Member in his place. In addition, the City Manager shall invite the Chairperson of the DISTRICT or his/her representative to participate in the selection process of the fire chief or assistant fire chief as a means of assuring that candidates for those positions have a full understanding of rural firefighting techniques and the requirements of this AGREEMENT. Additionally, at the request of either the DISTRICT or the CITY, the parties shall meet to review all reports and invoices submitted under this AGREEMENT.
- 7) Provide a current roster of eligible firefighters by name and employee identification number quarterly to the DISTRICT Executive Secretary. Any roster changes should be provided to the DISTRICT Executive Secretary within 5 days of change.
- 8) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of any injuries or deaths suffered by firefighters while responding to any emergency calls on behalf of the DISTRICT.

- 9) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of:
 - a. All accidents that occur while the CITY'S emergency personnel are in the process for providing firefighting and emergency services to the DISTRICT;
 - b. Any damage or destruction of vehicles or equipment supplied by the DISTRICT; and
 - c. Results of drug and alcohol testing for individuals involved in either (a) or (b) above, as soon as it is available.
- 10) Within 30 days of calendar year end, provide an annual inventory to the DISTRICT of all trucks, equipment, and supplies that are considered assets with a cumulative value exceeding one hundred dollars (\$100.00) that have been furnished by the DISTRICT.
- 11) The CITY will provide a general liability insurance policy, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of DISTRICT'S apparatus in non-emergency situations or emergency situations while in the City of Osawatomie.

SECTION 5: RENEWAL OF AGREEMENT

This AGREEMENT shall be automatically renewed and extended on January 1st of each year for one year from the date of signing this AGREEMENT. Notice of non-renewal must be received in writing at least 90 days prior to the renewal date of the AGREEMENT. Said notice shall be delivered to the DISTRICT Board President in the event the CITY requests termination of the AGREEMENT, and said notice shall be delivered to the CITY, via the City Clerk, in the event the DISTRICT requests termination of the AGREEMENT.

Requests for revisions or amendments to this AGREEMENT must be submitted in writing to either party for consideration. Requests for amendments or revisions submitted to the DISTRICT by the CITY must be presented to the DISTRICT Board President or the DISTRICT Board Executive Secretary by the CITY. Requests for amendments or revisions submitted to the CITY by the DISTRICT must be presented to City Manager and City Clerk by the DISTRICT. When meeting with CITY representatives to negotiate revisions or amendments to this AGREEMENT, the DISTRICT Board President may bring one additional DISTRICT Board Member and/or the County Administrator with him to the meeting. Also, if the DISTRICT President is unable to attend a scheduled meeting with CITY representatives, he may send another DISTRICT Board Member in his place.

The DISTRICT and the CITY do hereby agree this AGREEMENT shall be effective January 1, 2016. Further, the DISTRICT and the CITY understand that upon signing of this AGREEMENT, all past, real, or perceived debts/claims/etc. that CITY may have had against DISTRICT more than 365 days prior to the execution of this AGREEMENT shall be null and void.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers the day and year below written.

ENTERED INTO AND EXECUTED THIS 11TH DAY OF FEBRUARY, 2016.

Mark Govea, Mayor
City of Osawatomie, KS

Fred Miller, President
Miami County Fire District No. 1

Attested by:

Tammy Seamands, City Clerk
City of Osawatomie, Kansas

Betty Town, Executive Secretary
Miami County Fire District No. 1



MIAMI COUNTY FIRE DISTRICT # 1
P.O.BOX 537
PAOLA, KANSAS 66071

December 2, 2016

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

Dear Mr. Mark Govea,

Due to short notice, it is not convenient for members of the Miami County Fire District No. 1 to meet with the Osawatomie City Council on Thursday, December 8, 2016. We would agree to meet at a future time that is mutually acceptable for both parties.

It would appear that since the City of Osawatomie has only one fire truck, they need the multiple apparatuses and equipment of MCFD#1, and likewise, the District needs Osawatomie's qualified firefighters.

If the City feels necessary to proceed with the contract non-renewal with addendum, as Mr. Cawby alluded in his email, please notify MCFD#1 immediately so arrangements can be made to remove our inventory at the end of the current contract.

Sincerely,

Fred Miller, President

A handwritten signature in blue ink that reads "Fred Miller".

Cc: George Pretz, Shane Krull

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: 2016 Main Street Sidewalk Improvements Project,
Project Closeout and Pay Request #3

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: Attached are project closeout documents and Pay Request #3 which were submitted by Kansas Heavy Construction, the contractor for the 2016 Main Street Sidewalk Improvements Project. City staff has reviewed these documents and has found them to be accurate.

COUNCIL ACTION NEEDED: Review, discuss, and determine whether to approve the Completion of Work Certificate and payment.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends approval of the Completion of Work Certificate and payment to Kansas Heavy Construction in the amount of \$9,988.39.

Contractor's Application for Payment No. 3 (FINAL)		
Application Period	8-20-16 - 11-18-16	Application Date
To (Owner)	City of Osawatomie, KS	Via (Engineer)
From (Contractor)	Kansas Heavy Construction, LLC	BG Consultants, Inc.
Project	2016 Sidewalk Improvements	Project
CDBG Project No.	15-PF-064	Engineer's Project No.
Contractor's Project No.	1100	14-1331L

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
2	\$3,851.53	-\$8,281.75	
TOTALS	\$3,851.53	-\$8,281.75	
NET CHANGE BY CHANGE ORDERS	-\$4,430.22		

1. ORIGINAL CONTRACT PRICE.....	\$	\$128,198.00
2. Net change by Change Orders.....	\$	-\$4,430.22
3. Current Contract Price (Line 1 ± 2).....	\$	\$123,767.78
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$123,767.78
5. RETAINAGE:		
a. X \$123,767.78 Work Completed.....	\$	
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$123,767.78
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$113,779.39
8. AMOUNT DUE THIS APPLICATION.....	\$	\$9,988.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By

[Signature]

Date

11-18-16

Payment of

\$ **9,988.39**

(Line 8 or other - attach explanation of the other amount)

is recommended by

Diana Rosebaugh
(Engineer)

11/23/16
(Date)

Payment of

\$

(Line 8 or other - attach explanation of the other amount)

is approved by

(Owner)

(Date)

Approved by

Funding Agency (if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract):				2016 Sidewalk Improvements			Application Number: 3			
Application Period:				8-20-16 - 11-18-16			Application Date: 11/18/2016			
A				B	C	D	E	F		
Item				Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description	Bid Quantity	Unit Price							
1.	Contractor Construction Staking	1	\$ 1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
2.	Mobilization	1	\$ 1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	
3.	Compaction of Earthwork (Type B)	10	\$ 1,500.00	\$15,000.00	10	\$15,000.00		\$15,000.00	100.0%	
4.	Traffic Control	1	\$ 1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	
5.	Sidewalk Construction (4")(AE)	2277.5	\$ 41.50	\$94,516.25	2277.5	\$94,516.25		\$94,516.25	100.0%	
6.	Concrete Steps	5	\$ 600.00	\$3,000.00	5	\$3,000.00		\$3,000.00	100.0%	
7.	Sidewalk Trench Grates		\$ 200.00							
8.	Permanent Seeding	1	\$ 4,000.00	\$4,000.00	1	\$4,000.00		\$4,000.00	100.0%	
CO#2	Change Order Item #1	1	\$ 3,349.16	\$3,349.16	1	\$3,349.16		\$3,349.16	100.0%	
	Markup on Change Orders per 11.04.c.2.a (15%)	1	\$ 502.37	\$502.37	1	\$502.37		\$502.37	100.0%	
Totals				\$123,767.78		\$123,767.78		\$123,767.78	100.0%	

Quantities highlighted in YELLOW are quantities as modified by Change Order No. 2



14-1331L

2016 Sidewalk Improvements
Osawatomie, Kansas

COMPLETION OF WORK CERTIFICATE

CDBG No. 15-PF-064 Engineer's Project No. 14-1331LProject: 2016 Sidewalk ImprovementsTo: City of Osawatomie, KS (Owner)

In compliance with the General Conditions of this Project, Article 14.07, on the basis of my observations and review of the Work, Final Inspection, and Review of the Final Payment, I am satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contractor Documents.

I hereby recommend that the Final Completion Date of this Project be set as Sept. 29, 2016 and that the Final Payment be approved.

Dated this 22nd day of November, 2016.

BG Consultants, Inc.
Engineer

By: Diane Rosebaugh

Title: Project Engineer

The Final Completion Date as set in this Certificate is hereby approved.

Kansas Heavy Construction LLC
Contractor

By: [Signature]

Title: managing member

Approved by Owner:

By: _____

Date: _____

Title: _____

00640-1



14-1331L

2016 Sidewalk Improvements
Osawatomie, Kansas

CONTRACTOR'S AFFIDAVIT

Engineer's Project No. 14-1331LProject: 2016 Sidewalk ImprovementsTo: City of Osawatomie, KS (Owner)

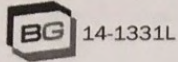
The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as Principal Contractor, or by a Subcontractor or otherwise, for supplies, materials, or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said Contract, either by me as Principal Contractor, or by a Subcontractor, or otherwise.

Dated this 18th day of November, 2016.Contractor Kansas Heavy Construction, LLCBy [Signature]Title MANAGING MEMBERState of Kansas)ss.
County of Leavenworth

On this 18th day of November, 2016, before me personally appeared , known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

[Signature]
Notary Public

My Commission Expires February 20th, 2020.



2016 Sidewalk Improvements
Osawatomie, Kansas

RELEASE OF FINAL ESTIMATE BY SURETY

CONTRACTOR (Name and Address):
Kansas Heavy Construction, LLC
PO Box 860603
Shawnee, KS 66286

OWNER (Name and Address):
City of Osawatomie
439 Main Street
Osawatomie, KS 66064

CONTRACT
Date:
Amount: \$128,198.00
Description (Name and Location):
2016 Sidewalk Improvements, Osawatomie, Kansas

In compliance with the General Conditions of this project, Article 14.07

Travelers Casualty and Surety Company of America
(Name of Bonding Company)

as surety, hereby releases for payment, the Final Estimate on the above Project. The bonding company shall maintain bonding of the project until As dictated under the terms of the bond provided.

(Seal)

By: 

Attorney-in-Fact David S. Salavitch

00630-1

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215644

Certificate No. 007026587

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David S. Salavitch

of the City of Lee's Summit, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of October, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 27th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

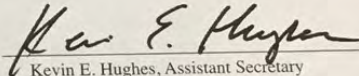
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of Nov., 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: Demolition Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We received one bid on for the demolition of four properties that have been condemned. The properties are: 334 Main Street, 317 Mill Street, 805 Chestnut Avenue, and 1003 Chestnut Ave. The single bid is on an attached sheet.

This amount is over our budgeted amount for 2016 of \$30,000. However, it is likely we will not pay the bill until 2017. If the work is completed in 2016, we have adequate budget authority and funds to pay the higher amount.

A draft of the demolition contract is also attached.

Once the demolition is completed, we will take the contract costs and the City's costs and prepare them to be placed upon the property tax liability for the four properties.

COUNCIL ACTION NEEDED: Review and consideration of the contract for demolition.

STAFF RECOMMENDATION TO COUNCIL: Approve the bid award and authorize the City Manager to enter into a contract with Remco Demolition LLC for \$34,579.00 to demolish 334 Main Street, 317 Mill Street, 805 Chestnut Avenue, and 1003 Chestnut Ave, according to the bid amounts received.

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

DEMOLITION BID REQUIREMENTS & BID SHEET

CLOSING BID DATE: December 5, 2016 **CLOSING BID TIME:** 3:00 p.m.

DATE BID IS OPENED: December 5, 2016 **TIME OF OPENING:** 3:00 p.m.

TIME LIMIT TO PERFORM: 30 days from bid being awarded

PROPERTY ADDRESSES:

1003 Chestnut Ave., to include the house, shed and any trees necessary for demolition

805 Chestnut Ave., to include the house and any trees necessary for demolition

334 Main St., to include the house, garage, privacy fence, public sidewalk and any trees necessary for demolition

317 Mill Ave., to include the house, shed, private sidewalk and any trees necessary for demolition

BID REQUIREMENTS

BID SUBMISSION. All bids are to be in a sealed envelope, Mark envelope, "Attention City Clerk Demo Bids December 2016" on front of envelope.

CONTRACTOR'S LICENSE REQUIRED. A minimum of a Class D Contractor's License current with the City of Osawatomie shall be required.

PERMIT REQUIRED. A \$30 demolition permit will be required for each address and work shall be completed with a final inspection having been approved within 45 days from bid approval.

INSURANCE. Proof of \$1,000,000 insurance will be required with bid sheet; this shall include Workers Compensation, Employer's Liability and proof that demolition work is covered.

HOURS OF WORK. Work shall not begin before 8:00 a.m. and work shall stop at 6:00 p.m. daily.

FOOTING & FOUNDATION. All footing, foundation and concrete, including private sidewalks (not to include the public sidewalk) are to be dug up and hauled off as part of demolition.

DISPOSAL. All CD waste must be taken to a CD landfill failure to do so will result in this contract being voided and possible criminal charges being filed. The City will not be held responsible for any CD waste being disposed of improperly. Receipts from landfill are required with final bill.

TREES & VEGETATION. Remove only those that are necessary to complete the demolition.

GRADE. On completion of demolition, all properties are to be at grade, with positive drainage even if necessary to haul fill dirt to establish grade.

REQUIRED INSPECTION. A final lot inspection will all be done showing completion of work according to agreement. Work must be approved before final payment.

SAFETY. At no time are there to be any open holes left over night, without being taped or blocked off.

EQUIPMENT. You are required to identify equipment that will be used on demolition site (list below). Equipment is to be loaded/unloaded off street, when possible. Contractor is responsible for any damage to the street, curbing and public sidewalk. The street must be kept as free from mud and dirt as possible; any mud and debris left in street as a result of work will be removed by contractor.

135 Hitachi Excavator w/ rubber tracks

OTHER INFORMATION

SPECIAL SITUATIONS. The city does not foresee any issues with these properties. If any special concerns or issues should arise the City Manager will decide if city staff or the contractor will address them.

SEWER LINE. The City of Osawatomie will be responsible for the sewer line.

WATER LINE. The City of Osawatomie will be responsible for the water line.

BID SHEET**THE CITY OF OSAWATOMIE RETAINS THE RIGHT TO REFUSE ANY OR ALL BIDS****BID AMOUNTS**

Contractor agrees to perform the above described work for the sum of:

<u>Address</u>	<u>Bid amount*</u>	<u>Landfill (estimated tonnage)</u>
1003 Chestnut:	<u>6,193.00</u>	<u>90 tons</u>
805 Chestnut:	<u>5,888.00</u>	<u>60 tons</u>
334 Main:	<u>13,217.00</u>	<u>175 tons</u>
317 Mill:	<u>9,281.00</u>	<u>110 tons</u>
Total:	<u>34,579.00</u>	<u>435 tons</u>

**Total bid will be used to select the winning bid, but any property may be dropped from bid if owners take action to demolish the property themselves prior to award date. Award will be made to the lowest bid total for all work to be done.*

BIDDER INFORMATION AND AUTHORIZATION

Business Name Remco Demolition LLC

Federal Identification Number 27-4450377 Incorporated? Yes ☐ No ☒

City Contractor's License Number Will Acquire if Awarded

Mailing Address P.O. Box 270045

City K.C. State MO Zip 64127

Telephone 913-951-7353 Mobile Phone SAME

Contractor Name (printed) Tim Kates

Social Security Number 446-72-3484

With my signature below, I affirm that I am authorized to submit this bid on behalf of the above named business and that this bid considers that all work performed under this bid will meet all requirements listed above and any and all local, state and federal laws.

Contractor Signature Tim Kates Date 12/7/16



CITY OF OSAWATOMIE
439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064
913-755-2146
FAX: 913-755-4164

CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURES

THIS CONTRACT, made and entered into this 2nd day of April, 2015, by and between the **CITY OF OSAWATOMIE, KANSAS** (hereinafter referred to as the “City”) and **Remco Demolition, LLC** (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the City has determined by Resolution following hearing and opportunity to be heard by owners and interested parties that the structures located at 1003 Chestnut Ave., 334 Main St., 805 Chestnut Ave., 805 Chestnut Ave. in Osawatomie, Kansas [hereinafter, the “Structures”] are unsafe, dangerous and should be demolished as authorized by K.S.A. 12-1750 *et seq.*

WHEREAS, while notified of the dangerous and unsafe condition of the Structures, neither the owner nor any interested party has taken the action necessary to bring the Structures into compliance with the codes and ordinances of the City;

WHEREAS, following the aforesaid Resolution, the City has accepted bids to secure a contract for removal of said Structures and to make the premise safe and secure.

WHEREAS, the City has determined that Contractor is the lowest responsible bidder and should be retained, subject to the terms and conditions of this agreement, to raze, demolish and remove the structures and to make the premises safe and secure to standard required by City.

NOW THEREFORE, Contractor and City, for and in consideration of the compensation to be paid by the City in the manner set forth herein and other valuable consideration, hereby agree as follows:

1. SERVICE WORK TO BE PERFORMED.

(A) **General Terms.** The service work to be performed under this contract shall consist of providing demolition and salvage of the premises in Osawatomie, Kansas as follows:

- i. **1003 Chestnut Ave.**, to include the house, shed, private sidewalk and any trees necessary for demolition
- ii. **805 Chestnut Ave.**, to include the house, shed, private sidewalk and any trees necessary for demolition
- iii. **334 Main St.**, to include the house, garage, shed, privacy fence, private sidewalk and any trees necessary for demolition

- iv. **317 Mill Ave.,** to include the house, shed, back fence, private sidewalk and any trees necessary for demolition
- (B) **Hours of Work:** Work shall not begin before 8:00 a.m. and work shall stop at 6:00 p.m. daily.
- (C) **Salvageable Material:** City agrees that the consideration paid by the City has been reduced to include the right of the Contractor to any and all salvageable materials created by the razing of the structures and the City does hereby assign to Contractor its right to salvage the property.
- (D) **Removal of Footing & Foundation:** All footing, foundation and concrete, including private sidewalks (not to include the public sidewalk) are to be dug up and hauled off as part of demolition.
- (E) **Disposal:** All CD waste must be taken to a CD landfill. Failure to do so will result in this contract being voided and possible criminal charges being filed. The City will not be held responsible for any CD waste being disposed of improperly by the Contractor. Receipts from landfill are required with final bill.
- (F) **Trees & Vegetation:** Remove only those that are necessary to complete the demolition.
- (G) **Grade:** On completion of demolition, all properties are to be at grade, with positive drainage. If necessary, Contractor will be responsible for bringing in fill dirt to establish grade.
- (H) **Equipment:** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor was required to identify equipment that will be used on demolition site in the bid proposal. Any deviation from the list must be approved by the City. Equipment is to be loaded/unloaded off street, when possible. Contractor is responsible for any damage to the street, curbing and public sidewalk. The street must be kept as free from mud and dirt as possible. Any mud and debris left in street as a result of work will be removed by contractor.
- (I) **Safety:** At no time are there to be any open holes left over night, without being taped or blocked off.
- (J) **Required Inspection:** A final lot inspection will all be done showing completion of work according to agreement. All work must be inspected and approved before final payment is made.
2. **Licenses & Permits Required.** A minimum of a Class D Contractor's License current with the City of Osawatomie shall be required. A \$30 demolition permit (fee waived to contractor) will be required for each address and work shall be completed with a final inspection having been approved within 45 days from bid approval.

3. **Compliance with Law.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. All disposal costs are the responsibility of the Contractor.

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

5. **Insurance.** Contractor will maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by the Contractor by any of its agents or employees or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without prior written notice having been given the City

6. **Term.** The work to be performed pursuant to this agreement shall be completed within forty-five (45) days of the date that this agreement has been accepted by City and Contractor. In the event that inclement weather makes it unreasonable to complete the contract, the contract term may be extended as is reasonably necessary to complete the work.

7. **Consideration.** Contractor will be paid the sum of Thirty Four Thousand Five Hundred Seventy Nine Dollars (\$34,579) for the services to be performed pursuant agreement. Payment shall be made by the City within fifteen (15) days of satisfactory completion of the work and submission to the City Manager of a statement for services performed by the Contractor pursuant to this Agreement.

8. **Assignment.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City.

9. **Default.** In the event the Contractor shall fail or refuse to perform his duties and obligation, or shall become insolvent, or shall become the subject of a proceeding of bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of equipment used in connection with the

performance of the work under any execution against Contractor, in any such event, city may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. On notice to Contractor, City shall be relieved of any further obligation to Contractor under the terms of this Contract.

10. **Governing Law; Miscellaneous.** The Agreement shall be governed by the laws of the State of Kansas as to all matters including, but not limited to, matters of validity, construction, effect and performance. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

CITY OF OSAWATOMIE, KANSAS

By: _____
L. Mark Govea, MAYOR

Contractor: Remco Demolition

By: _____
Owner/Authorized Representative

ATTEST:

By: _____
Tammy Seamands, CITY CLERK

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 8, 2016

AGENDA ITEM: Utility Billing Policies

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: In the interest of maintaining fair and consistent billing practices we have decided it is necessary to document the policies and procedures that have long been applied to the process of utility billing.

The major changes include (1) a rearrangement of the billing cycle, (2) changes to the connection and disconnection process and associated fees, and (3) an automatic extension to every customer current on their utility bill. Also included in this draft is a section proposing a high risk deposit for accounts with past payment issues with the City (highlighted in draft).

Extensions. Section 15-120 of the City Code grants every customer receiving a delinquency notice the right to a hearing and to request an extension on their bill. The new policy will automatically grant an automatic extension from the due date (15th) through the end of business on the delinquency date (4th), but will also leave in a provision for a hearing in case it is needed in special circumstances. The city will continue to disconnect utilities to all delinquent bills beginning on the 5th of every month.

Late Fees. Late payments may be assessed two separate penalties if not paid by the termination date. Bills not paid by the end of business on the due date will be charged a late penalty and bills not paid by the end of business on the termination date will be charged a termination fee. This termination fee is intended to cover the costs of preparing the disconnect list and any subsequent efforts to disconnect the account. Furthermore, we propose that we charge an interest/penalty rate on outstanding balances that are more than 30 days old. I envision a 1.0% rate charged monthly which serves as a disincentive to leaving balances on accounts.

Deposits. A high-risk deposit is being considered in cases where customers have been routinely disconnected for non-payment. The city will be authorized to require a high-risk deposit at the time of reconnection for any customer who has been completely disconnected twice within the previous 12

billing cycles, has more than two returned payments due to insufficient funds, has had a bill sent to a collection agency within the past five years, or was listed as an adult on an account which is still outstanding with the City of Osawatomie.

Account Changes. Customers will also now be given the opportunity to add or remove authorized account users on the utility account. Customers wishing to make an accounting change will be required to complete an account change request. The request will need to be filled out and signed by all adults over the age of 18.

Not Included. I desperately want to do pro-rated bills for partial months, but our system isn't set up to be able to easily handle that ability at this time. We will add this once we have the capability.

Ordinance. I have also included a draft ordinance which updates our code to consolidate sections and clarify how billing policies and procedures are established.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Review the policy draft and provide any feedback to staff for final consideration at the next meeting.

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

Subject Utility Billing Rules and Procedures		Draft No. 2016-01
Adopted	Revised	Rescinded
Authorization		Date

A. Statement of Purpose

Section 15-116 of the City Code authorizes the City Manager to establish rules and regulations to “efficiently accomplish the billing and collection of payments” for the City’s utilities. The purpose of this policy is to provide those rules and procedures for the benefit of both the public and staff to allow for a transparent and fair process for all involved. Although these rules and procedures may cause difficulty for some customers, the staff of the City of Osawatomie will follow the written policy and maintain a professional behavior with customers during the connection, disconnection, billing, and payment collections of utility services.

B. Definitions

1. **Account Holder** - the person(s) who has applied for service and whose name appears on the bill from the City of Osawatomie.
2. **Business**- applies to business enterprises.
3. **Electric Service**- refers to those accounts who receive electrical service, most accounts are monitored through a meter
4. **Landlord**- refers to the owner of a rental property
5. **Restaurant**- An establishment whose primary purpose is for the sale, dispensing or service of food, refreshments, or beverage
6. **Tenant**- One who possessed or occupies land or buildings by title, under a lease, or through payment of rent
7. **Water Service**- refers to those accounts who receive water service, most accounts are monitored through a meter

C. Rules & Procedures

1. Establishing an Account

When a customer requests utility services with the City of Osawatomie, they are agreeing to abide by the terms and conditions. Utilities shall be turned on only if the customer has no other outstanding utility accounts. The accounts must be paid in full prior to connection.

Requesting Utility Service

A request for utility service must be made at City Hall or may be done through the City's website once that functionality is available. Customers will need to provide all of the applicable information:

- Name
- Service Address
- Mailing Address
- Phone Number
- Photo I.D.
- Social Security Number
- Signed lease agreement
- A signed Utility Agreement

In the event a new tenant is moving in from out of town, applications may be completed, notarized, and faxed to 913-755-4164.

Security Deposit

The City of Osawatomie requires a customer utility deposit for establishing water, sewer, and electric service at the time of application. The deposit shall be conditioned to hold the City free from loss occasioned by the customer's failure to pay any bills legally rendered against the customer for utility services provided to the premises.

The security deposit shall accrue simple interest at the annual rate set forth by the Kansas Corporation Commission. Such interest to be credited on the first day of January thereafter at the office of the City Clerk. A refunded security deposit will include interest accrued to the date of the refund. Deposits will be refunded after 24 months of continuous service or will be applied to the utility account upon the closeout of the account with any remaining balance will be refunded to the customer, whichever comes first.

The security deposit amounts are listed in the City's fee resolution. At the time of the publication of this policy, the amounts were as follows:

Residential	\$200.00
Senior Citizen Housing	\$75.00
Business	Approximate average monthly bill; \$300.00 minimum
Tavern	\$300.00
Restaurant	\$1,000.00
Landlord Deposit	\$200.00

High-Risk Deposit. The City is authorized to require a higher deposit amount for any customer which had an account which had the following issues:

- During the customer's last 12 billing cycles with the City, as a customer, the account was completely disconnected twice for non-payment;
- During the customer's last 12 billing cycles with the City, as a customer, a check or auto-payment was returned for non-sufficient funds more than two times;
- The customer had a bill sent to a collection agency, including the Kansas Debt Setoff program, within the past 5 years; or
- The customer was listed as an adult resident on an account which is still outstanding with the City of Osawatomie.

In the event of one of these qualifying issues, a residential customer will be required to provide a high-risk deposit which is either \$350 or the equivalent of 3 month's average bill from the active and occupied property over the past two years, whichever is less. Non-residential customers will pay two times the required deposit or the equivalent of 3 month's average bill from the active and occupied property over the past two years, whichever is less.

2. Rates

Rates will be billed in accordance with those established by the most recent applicable fee resolution. A copy of the most recent fee resolution is available on the City's website or are available for review at City Hall.

3. Meter Charges

The City retains ownership of all water and electric meters. If the resident believes there is a problem with their meter, and after routine inspection, the customer can request the meter be tested by a third party service. If the customer requests this third party testing, the following applies:

- If testing reveals a problem with the meter, the City will pay for the associated costs and make an adjustment in the bill, however;
- If testing reveals a correctly functioning meter, the resident is responsible for the associated costs of testing.

In the event of water leaks or faulty metering equipment the City Manager is authorized to make appropriate adjustments to customer bills. Refer to Water Leak Adjustment Policy.

4. Billing Cycle

The following table outlines the billing cycle and process, with definitions below.

Cycle	<u>Month A</u> <i>July</i>	<u>Month B</u> <i>August</i>	<u>Month C</u> <i>September</i>	<u>Month D</u> <i>October</i>
ACTIVITIES:	Usage Begins (17 th)	Usage Read (17 th) Bill Mailed (31 st)	Bill Received (1 st) Bill Due (15 th) Delinquent Date (20 th)	Termination Date (4 th) Disconnect Date (5 th or Later)

**Examples in italics*

Reading Date – The date the bill is read for usage, typically within a couple days before and after 17th of each month (Month B).

Billing Date – Bills will be mailed on the last working day of each month (Month B).

Due Date – Payment for utility services will be due on or before the 15th of every month. If the 15th falls on a weekend or holiday, bills will be due by the close of business the following business day (Month C).

Delinquent Date – Any bill not paid as of five (5) days after the due date will be considered delinquent (Month C). A delinquent notice will be mailed to the owner at this time.

Termination Date – Payment for delinquent services will be due on or before the 4th day of the month following the Delinquent Date (Month D). If the 4th falls on a weekend or holiday, bills will be due by the close of business the following business day (Month D).

Disconnect Date – The next business day following the Termination Date.

5. Delinquency Notice & Process

Late Payments. Any bill paid after the Due Date but before the Delinquent Date is considered late. A late penalty, as established by the fee resolution, will be applied to all such bills not paid by the Due Date.

Delinquent Payments. Bills not paid in full by the Delinquent Date will be mailed a noticed to advise them their bill is overdue and that if not paid within ten (10) days, will be subject to disconnection, additional fees, and the closing of the account. All bills not paid as of this date are deemed to have exercised their right to a hearing (see below) and are given until the Termination Date to pay the past due amount.

A monthly interest/penalty rate will accrue on all past due amounts over 30 days until the past due amount is paid in its entirety. The interest/penalty rate will be set in the fee resolution.

Hearing and Automatic Extension. Section 15-120 of the City Code grants every customer receiving a delinquency notice the right to a hearing to request an extension on their bill. In lieu of this hearing, customers are automatically granted an extension from the delinquent date (5 days after the due date), to the Termination Date (as defined above) which in the shortest possible circumstance would be 10 days. In no manner does the automatic extension prohibit any individual from requesting a hearing as outlined in Section 15-120 of the City Code.

Termination. All delinquent bills not paid by the close of business on the Termination Date will be scheduled for disconnection and charged a termination fee.

Disconnection. All disconnections will occur on days where the City is open for business the following business day, in order for customers to be able to reconnect the following day, subject to the required payment. When disconnections are occurring, staff will be directed to disconnect services and not wait for account holders to go to City Hall to make payments. Reconnection will occur subject to the procedures below.

Disconnection will occur in two steps:

Partial Disconnection. On Disconnection Day or shortly thereafter, staff will partially disconnect the electric service and take a reading of the meter. At the time of disconnection, a notice will be left on the front door notifying the owner that unless the account, all associated fees, a new high-risk deposit, are paid in full, all other services will be disconnected in approximately five business days.

In some cases the City may elect to disconnect water service in lieu of electric service, depending on mitigating circumstances.

Complete Disconnection. Should the account not be paid in full within five business days of the initial disconnection, a complete disconnection will occur where all water, electric and refuse services will be disconnected by the City. At this time the City Building Official should be notified by the Utility Billing Office that a complete disconnect has occurred.

Upon complete disconnection, staff will collect the final readings, close the account, liquidate the deposit, and any reconnection of services will be subject to all applicable fees and deposits for establishing a new account, including any high-risk deposit required as a result of the disconnection for non-payment.

Vacation of Premises. Approximately five days after the complete disconnection of utilities, City Building Official the property be posted as “Do Not Occupy” and the property must be vacated because of the lack of basic sanitary services.

6. Reconnection.

Payment must be received before 3:30 PM for same day reconnection to allow staff adequate time to finish current business and be able to reconnect service within the work day.

Reconnection from a Partial Disconnection. To be reconnected from a partial disconnection, the customer must pay the following:

- The outstanding balance due (including subsequent balances due if past the Due Date), including the delinquency fee.

- The additional amount necessary to meet the higher deposit now required because of disconnection for non-payment.

Reconnection from a Complete Disconnection. To be reconnected after a complete disconnection and/or a vacation, the customer must pay any outstanding balance from the now closed account and the account will be re-established with all applicable fees and deposits. The deposit will include a higher deposit because of the disconnection for non-payment.

7. Payments

Types of Payments. Utility services may be paid by cash, check, credit card, money orders, or ACH Direct Payment at www.osawatomieks.org. Bills may be paid in-person, by mail, or by using the city drop box located in the city parking lot next to the post office on 5th street. In person payments may be made at City Hall between 8:00 AM- 4:30 PM, Monday through Friday.

Mailing Address. If you choose to pay by mail, please include your bill stub for more accurate service. Checks may be mailed to: City of Osawatomie, PO Box 37, Osawatomie, KS 66064.

Credit Card Payment. Both online and in-person credit card payments are available to customers for payment. They are accompanied by a fee based on amount charged. Fee amounts are provided at the time of payment. A direct link for online payment may be found on the City's website at www.osawatomieks.org under the help tab.

Automatic Bank Payments. Customers may choose to have utility payments be directly withdrawn from their account. If payments are directly withdrawn, customer accounts will be charged on the 14th of every month for the full amount due.

Dropbox. The drop box may be used for payments of any kind, but any payments dropped after 3:30 pm will not be credited to that day's business. It will only apply to the following day, meaning that all payment that must be in before the close of business to avoid penalties or fines, should be brought into City Hall by 4:30 pm and not placed in the drop box. Cash payments should not be left in the drop box as they may be separated from identifying information and may sit in the box for several days depending on when the payment is deposited.

Insufficient Fund Payments. Payments made via check or auto payment that are returned for insufficient funds, will follow the process for the City's handling of such payments. In addition, any returned payment will be reflected in the billing system upon notification by the bank as a non-payment and all such due dates, deadlines and penalties will be enforced as if they payment was never received.

Insufficient Funds Payments which occur after the Termination Date is cause for immediate disconnection of services without warning.

8. Collection of Payments.

The City, at any time, may forward the debts of current or former customers that are over 60-days delinquent to a private collection contractor or the Kansas State Debt Setoff Program for collection.

9. Account Changes

In cases of which only one party on the account wishes to remove their name from the account, all parties will have to sign an account change request. There will be no partial deposits returned. The original deposit will remain on the account until closed.

If an account holder fails to notify the Utility Billing Clerk to discontinue service, the account holder will continue to be responsible for any and all charges incurred until such time the Utility Billing Clerk is notified of a request to terminate utility service.

Any transfer requests taken after 2:30 PM may not occur until the following business day. The lease agreement between the owner and the tenant does not represent an agreement for utility services between the City of Osawatomie and the tenant.

10. Account Transfers

Once request is made for an account to be disconnected or transferred to another customer's name, a final reading will be conducted on the date specified. Account transfer requests must be made at City Hall. The final bill will reflect usage to this point. Only an account holder may request a termination or transfer of service. A transfer fee will be required prior to the transfer date as established by the annual fee table.

In the case of a death of the account holder, immediate family members will be allowed to transfer the account into their name without a transfer fee or security deposit. Any person wishing to transfer the account will be required to present proof in the form of an obituary or death certificate.

Landlords will have the option to sign a landlord agreement giving them the option to automatically transfer utility services into their name when a tenant moves out. This can be done without requiring a separate deposit. If a landlord requests a service address to be physically disconnected, the landlord will be required to pay a reconnection fee as established by the fee resolution.

11. Equitable Application

There are also circumstances where apartment complexes, shared meters, or other logistical circumstances require deviation from these rules and procedures. In such cases, those exceptions will be required to be in a written agreement with the City of Osawatomie and signed by the City Manager to be exempt from any of these policies.

Except for the logistical reasons, all business and residential accounts will be required to comply with the rules and procedures regulations set forward in this policy. Under no circumstance will any customer be given preferential treatment or exception without prior approval by the City Manager and City Council, except that current active accounts with outstanding balances and payment plans will be honored under this agreement, until default

occurs. Should default occur, all provisions of these procedures will be applicable and not further arrangements will be made.

D. Attachments

Appendix A: Application for Utility Service- Residential

Appendix B: Application for Utility Service- Business

Appendix C: Landlord Agreement

Appendix D: Service Transfer Request

Appendix E: Water Service Turn-On Release Agreement

Appendix F: Utility Account Change Request

DRAFT

ARTICLE 1. GENERAL PROVISIONS

15-101. Definition.

As used in this title, the following words and phrases shall be construed as defined unless from the context a different meaning is intended or unless a different meaning is specifically defined:

- (a) "Customer" means the utility service account holder(s) of record.
- (b) "Person" means natural persons and all corporations, partnerships, associations and all other types and kinds of organizations and entities, without limitation.
- (c) "Utility services" means water service, electric service, refuse service, and sanitary sewer service and any other utility services provided by the city.
- (d) "Customer service line" means, as follows:
 - (1) with reference to sewer lines, that portion of the line or pipe between the point of use and where the service line connects with the city's main line;
 - (2) with reference to water lines where the meter is located inside of a building, that portion of the line or pipe between the point of use and the city right-of-way line or easement;
 - (3) with reference to water lines where the meter is located outside a building, that portion of the line or pipe between the point of use and the meter; and
 - (4) with respect to electric lines, that portion of the electric line between the point of use and the meter, except where ownership is modified by a net metering or parallel generation agreement.

15-102. Emergency power to limit; Interruption of service.

The governing body may, in the event of any present or threatened emergency, limit the use of any utility, under such conditions as it may prescribe. The city reserves the right to interrupt any utility service for the purpose of making repairs or extensions to service lines or equipment.

15-103. Access to meters, utility equipment.

It is unlawful for any consumer to deny admittance to the premises of such consumer, during reasonable hours, to any employee of the city for the purpose of meter reading, examination of pipes, lines, equipment and connections of the utility services.

15-104. Un-metered utility use prohibited—Exception.

It is unlawful for any person knowingly and willfully to use or take, or to permit any person to use or take, any water, electricity, sewer, refuse, or any other utility service from the city, which has not been metered or applied for by the person, except water used for firefighting purposes.

15-105. Theft of utility services; Tampering with meter; Unauthorized Use

- (a) It is unlawful for any person to obtain utility services from the city by deception, threat, coercion, stealth, mechanical tampering or use of false token or device.
- (b) It shall be unlawful for any person to break the seal of any meter, to alter the register or mechanism of any meter, or to make any outlet or connection in any manner so that the water or power supplied by the city may be used or wasted without being metered. It shall be unlawful for

any person except an authorized employee of the city to turn any curb cock on or off. (c)

It shall be unlawful for any person, firm, or corporation, other than duly authorized city officials or employees to turn water on or off at the water meter or curb cock shut off, with a key or in any other manner.

15-106. Reserved for Future Use.

15-107. Maintenance—Customers' and owners/landlords' responsibilities.

Customers and owners of leased or rented premises served by city utilities shall keep service pipes, lines, equipment and connections in such condition as to remain operable. In the event such persons shall permit such lack of maintenance, such as leakage, broken service lines, or dangerous or improper use of service, such utility may be discontinued until such deficiencies have been repaired.

15-108. Unauthorized opening of hydrant prohibited.

It is unlawful for any person other than a member of the water department or the fire department of the city, to open any fire hydrant within the city.

15-109. Disconnection for misuse.

Any utility service which is misused under this Chapter may be disconnected.

15-110. Violation—Penalty.

Any person who shall violate any of the provisions of this Chapter shall, upon conviction thereof, be fined in any sum not to exceed \$500.00, in addition to any restitution ordered by the court.

15-111. Reserved for Future Use.

15-112. Reserved for Future Use.

15-113. Reserved for Future Use.

15-114. Reserved for Future Use.

15-115. Application for utility services required.

Every person requesting utility services from the city shall make an application for service to the city. If at the time of application for utility service the applicant has an outstanding balance or unpaid fees or charges for utility services provided by the city, the application shall not be accepted until all fees or charges are paid in full.

15-116. Administration; Regulations.

(a) The city manager or his or her designee is authorized to establish through written policy such rules and regulations as will efficiently accomplish the billing and collection of payments for water, electric, refuse and sewer, or other utility service furnished consumers;

(b) The governing body of the city shall have at all times the right to direct amendment, deletion or addition to any such rules and regulations;

(c) Such rules and regulations shall be available and furnished to consumers on request in the utility business office.

15-117. Payments; When due.

Any billing for utility services shall be due, payable, received and paid in full by the due date listed in the billing notice, which shall be established by city rules or regulations. Cash payment may be required. All delinquent bills must be paid prior to transferring service to another location.

15-118. Reserved for Future Use.

15-119. Reserved for Future Use.

15-120. Delinquent notice; Hearing and termination.

(a) When any utility account shall become delinquent as herein provided, the utility office shall cause a written notice of such to be mailed by regular mail to the customer's current mailing address, stating:

(1) The amount due on the unpaid balance;

(2) The customer's right to a hearing to request an extension before the department if made at least 3 working days (Saturdays, Sundays and holidays excluded) before scheduled termination of service. Such hearing may be conducted by city clerk, utility office manager, or such other representative as may be appointed by the city manager;

(3) Notice that service will be terminated if the account is not fully paid within 10 days thereafter;

(4) If service is terminated, service will not be reinstated without payment of the account in full, payment of any applicable administrative fee, payment of collection charges and furnishing of an adequate utility deposit as established by the city's annual fee resolution or the city's rules and regulations.

(b) The request for hearing must be made to the utility department at least 3 working days prior to the scheduled date of termination. Such hearing shall be conducted by the city clerk, utilities supervisor, or such other representative as may be appointed by the city clerk.

15-121. Discontinuance of utility service.

(a) The city may discontinue or refuse a particular utility service to any customer without notice or hearing for any of the following reasons:

(1) When the customer so requests;

(2) When it is determined by the city manager or his or her designee that the continuance of a particular utility service constitutes a dangerous condition presenting a likely immediate threat to health or safety of persons or property on or near the customer's premises;

(3) When the customer refuses to grant employees of the city utility department access to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement;

(4) When the customer violates any rule, regulation or ordinance of the city pertaining to utility services which adversely affects the safety of the customer or other persons, or the integrity of the city's utility services delivery system; and

(5) When the customer attempts, causes or permits unauthorized interference, diversion, theft, tampering, damage or use of utility services or the utility services delivery system situated or delivered on or about the customer's premises.

(b) The city may discontinue or refuse a particular utility service to any customer for any of the following reasons; provided, notice to the customer is given an opportunity for hearing granted in accordance with the provisions of this article:

(1) Nonpayment of utility bills and charges; and

(2) When the customer misrepresents his or her identity or otherwise intentionally provides false information for the purpose of obtaining utility services from the city.

15.122. Suspension of discontinuance of utility service during inclement weather.

(a) From November 1st through March 31st the city's normal policy for disconnection of utilities for non-payment is modified as follows:

(1) If temperatures are forecast to fall below 35 degrees during the next 24 hours, the City of Chanute will suspend residential electric service disconnections.

(2) The city, following a cold weather suspension, will not resume service disconnection activities until there is a forecast of temperatures above 35 degrees for 48 continuous hours.

(3) Nothing in this policy shall prohibit the City from disconnecting or terminating water service, or other non-electric utility services, in accordance with its policies during this time period.

15-123. Reserved for Future Use.

15-124. Reserved for Future Use.

15-125. Utility account responsibility.

(a) All charges for utility services shall be the responsibility of the applicants or persons in whose name the account is carried by the utility office. In addition, any adult person residing at the location receiving the utility service shall be equally responsible for payment.

(b) If at the time of application for utility service the applicant, **or resident of the location**, has an outstanding balance or unpaid fees or charges for utility services provided by the city, the application shall not be accepted until all fees or charges are paid in full.

(c) If utility service is furnished to leased premises on the application and request of the lessor of the premises, then all billings for utilities furnished to such leased premises shall be made directly to the lessor, and the lessor shall be fully liable for the cost of service furnished.

(d) In the event any person, partnership, corporation or business occupying the real property and having a legal, equitable or purchase option interest therein shall neglect, fail or refuse to pay the utility billing and delinquency charges due the city within 15 days following notice of discontinuance, such billings and charges shall constitute a lien upon the real property served by the connection to the utility service, and shall be certified by the city clerk to the County Clerk of Miami County, Kansas, to be placed on the tax rolls for collection, subject to the same penalties and collected in like manner as other taxes are by law collectible.

(e) The lien, described in subsection (d) of this section, shall not attach to property for unpaid utility fees or charges when the utility services have been contracted for by a tenant and not by the landlord or owner of the property to which the utility service is provided.

15-126. Reconnection; Administrative fees.

In the event of termination of utility services as provided in this chapter, no customer so terminated shall be reinstated or reconnected as a utility customer of the city until:

- (a) Any unpaid accounts attributable to the customer shall have been paid in full; and
- (b) All applicable administrative fees, such as delinquency fees, penalties and interest, as established in the City's annual fee resolution are paid in full; and
- (c) A paid a deposit has been provided as provided in this article.

15-127. Utility service fees.

Any new applicant for sewer, water and electric utility service to a dwelling or residence shall pay to the utilities office of the city, prior to the furnishing of any such service to such location, the following fees as established in the City's annual fee resolution:

- (a) A refundable deposit fee, in accordance with this article;
- (b) a service initiation fee for each such service requested; and
- (c) any other such utility administration fees as included in the annual fee resolution.

15-128. Reserved for Future Use.

15-129. Reserved for Future Use.

15-130. Utility security deposits.

(a) The City will establish through its fee resolution the standard deposit amount for City accounts.

(b) The city may establish a higher utility deposit for those applicants that have a prior record of utility turn-offs by the city. The criteria for the higher deposit and the amounts shall be established in the city's written policy regarding utility billing rules and procedures. In no case shall the deposit(s) exceed an amount equal to the expected average bill for a three month period for such utility service.

(c) The city may also establish written rules to establish the following for applicants or previous customers with accounts in good standing with the city:

- (1) a reduced deposit for those accounts that establish automated bank draft for the payment of services; and
- (2) the waiver of a deposit for previous customers who had an account in good standing and with a good payment record.

15-131. Utility security deposits; Use.

Deposits collected pursuant to this article shall be governed by the provisions of K.S.A. 12-822 as amended. In the event of nonpayment of the account for which any deposit is made, such deposit and interest accrued thereon shall be applied by the city clerk to payment of such unpaid account. If there shall remain any surplus of such deposit, the same shall be returned to the customer.

15-132. Utility security deposits; Records; Interest; Refunds after 12 months; Conditions.

The utility office shall keep records of all utility security deposits. Existing customer deposits and all deposits hereafter made pursuant to this title, together with any accrued interest thereon as provided by law, shall be refunded to the depositor when it shall have been determined by the utility office manager that such utility customer has established an experience of payment of billings on the account by the timely and full payment of accounts, when due, for a prior period of 12 full, consecutive months. In the event a subsequent utility bill is not paid when due, the city may require a new security deposit.

15-133. Utility security deposits; Refund upon termination of service.

All utility security deposits held by the city shall be refunded upon termination of service and payment for utility services furnished by the city, together with surrender of the receipt covering such deposit. In the event the receipt has been lost or destroyed, the utility office manager may require other sufficient evidence of the entitlement of claimant to any such deposit.

15-134. Unclaimed deposits; Notice; Disposition.

Deposits received from customers under the provisions of this title as security for payment of utility bills, together with interest accrued thereon, and which remain on deposit for a period of 3 years or more after discontinuance of service to said customers shall be disposed of as provided by KSA 12-822 and any amendments thereto.

15-135. Deposit; Required after refund when terminated.

In the event a utility customer shall have previously received a deposit refund as provided in Section 15-216 and shall subsequently have service to that account terminated as herein provided, utility services of the city shall not be reinstated until and unless a new deposit shall have been made by such customer as herein provided and required of all new utility customers.

15-136. Reserved for Future Use.**15-137. Reserved for Future Use.****15-138. Petty cash fund.**

A petty cash fund in the amount of \$1,000 is established for the use of the city utilities department, for the purpose of paying postage, freight, temporary labor, and other emergency expenses, including refund of deposits made to secure payment of accounts.

15-139. Same; deposits.

The petty cash fund shall be deposited in the regular depository bank of the city and paid out on the order of the city clerk by check which shall state clearly the purpose for which issued.

15-140. Same; vouchers.

Whenever the petty cash fund becomes low or depleted, the city clerk shall prepare vouchers covering expenses as have been paid from the petty cash fund and shall submit such vouchers together with the paid checks to the governing body for review and allowance of the amounts from the regular funds of the utilities. Warrants issued therefor shall be payable to the petty cash fund and shall be deposited therein to restore said petty cash fund to its original amount.

DRAFT

ARTICLE 2. WATER

15-201. Regulations.

The furnishing of water to customers by the city through its waterworks system shall be governed by the regulations set out in this article.

15-202. Service not guaranteed.

The city does not guarantee the delivery of water through any of its mains and connecting services at any time except only when its mains, pumping machinery, power service connection are in good working order, and the supply of water is sufficient for the usual demand of its consumers.

15-203. Service connections required.

(a) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purpose, situated within the city abutting on any street, alley, or right-of-way in which there is now located or may in the future be located near public water mains, is hereby required at his or her own expense to make connection to such public water main.

(b) Before any connection is made to the city's water system an application must be made in writing to the city by the owner of the premises, or his or her authorized representative, for a permit to make such connection.

15-204. Application for service.

(a) Any person, firm or corporation desiring a connection with the municipal water system shall apply in writing to the city, on a form furnished by the city for that purpose, for a permit to make the connection.

(b) The application shall:

- (1) Contain an exact description including street address of the property to be served;
- (2) State the size of tap required;
- (3) State the size and kind of service pipe to be used;
- (4) State the full name of the owner of the premises to be served;
- (5) State the purpose for which the water is to be used;
- (6) State any other pertinent information required by the city clerk;
- (7) Be signed by the owner or occupant of the premises to be served, or his or her authorized agent.

(c) Each application for a connection permit shall be accompanied by payment of fees and/or costs as specified in the annual fee resolution as adopted by the governing body.

15-205. City to make connections.

All taps shall be given, street excavations made, corporation cocks inserted, pipes installed from main to curb, and the curb cock installed in a meter box to which the service pipe is to be connected by city employees only.

15-206. Connection fees.

The fees for connection to the city waterworks system shall be established by the annual fee resolution of the governing body.

15-207. Curb cocks.

There shall be a curb cock in every service line attached to the city main, the same to be placed within the meter box. Curb cocks shall be supplied with strong and suitable "T" handles.

15-208. Check valves.

Check valves are required on all connections to steam boilers or on any other connection deemed necessary by the water utility. Safety and relief valves shall be placed on all boilers or other steam apparatus connected with the water system where the steam pressure may be raised in excess of 40 pounds per square inch.

15-210. Meters.

(a) All water furnished to customers shall be metered.

(b) Meters shall be located between the sidewalk or property line and curbing when the service main is located in the street, and on private property within three feet of the alley line when the service main is located in the alley. In the business district the meters may be installed in the basement at a location specified by the city.

15-211. Same; testing.

Meters shall be tested before being set and at any other time thereafter when they appear to be measuring incorrectly. If a test is requested by the customer and the meter is found to be accurate within two percent, the meter will be deemed correct and the cost of the test will be assessed to the customer.

15-213. Leaks prohibited; penalty.

No allowances shall be made for water used or lost through leaks, carelessness, neglect or otherwise after the same has pass through the meter. However, every customer shall have the right to appeal to the city from water bill or meter reading which he or she may consider excessive.

15-214. Disconnection, reconnection charge.

The governing body may establish a water service disconnection and reconnection charge. Whenever the city receives a request from a customer for termination of water service the disconnection charge shall be added to the customer's final bill. Any service disconnected for nonpayment of delinquent bill shall be reconnected only upon payment of the delinquent bill, interest penalty thereon, and the reconnection charge.

15-217. Prohibited acts.

It shall be a violation of this article for any unauthorized person to:

(a) Perform any work upon the pipes or appurtenances of the city's waterworks system beyond a private property line unless such person is employed by the city;

(b) Make any connections with any extension of the supply pipes of any consumer without written permission to do so having been first obtained from the city manager or his or her designee;

(c) Remove, handle or otherwise molest or disturb any meter, meter lid, cutoff, or any other appurtenances to the water system of the city.

15-218. Wasting water.

Water users shall prevent unnecessary waste of water and shall keep sprinklers, hydrants, faucets and all apparatus, including the service line leading from the property to the meter in good condition at their expense.

15-220. Rates.

The rates per month for the use of water in the city shall be set by the governing body in an annual fee resolution.

15-221. Use during fire.

No person owning or occupying premises connected to the municipal water system shall use or allow to be used during a fire any water from the water system except for the purpose of extinguishing the fire. Upon the sounding of a fire alarm it shall be the duty of every such person to see that all water services are tightly closed and that no water is used except in extraordinary cases of emergency during the fire.

15-222. Cross-connections prohibited.

No person shall establish or permit to be established or maintain or permit to be maintained, any cross connection whereby a private, auxiliary, or emergency water supply other than the regular public water supply of the city may enter the supply and distributing system of the city unless specifically approved by the Kansas Department of Health and Environment and the governing body.

15-223. Same; protective backflow devices required.

Approved devices to protect against backflow or backsiphonage shall be installed at all fixtures and equipment where backflow and/or backsiphonage may occur and where there is a hazard to the potable water supply in that polluted water or other contaminating materials may enter into the public water supply. Any situation in which a heavy withdrawal of water, such as a sudden break in the main or water being used from a fire hydrant, may cause a negative pressure to develop which could lead to backsiphonage of polluted water into the system shall be improper and must be protected by approved backflow preventive valves and systems as determined by the superintendent.

15-224. Same; inspection.

The city building inspector or other designee of the city manager shall have the right of entry into any building or premises in the city as frequently as necessary in his or her judgment in order to ensure that plumbing has been installed in accordance with the laws of the city so as to prevent the possibility of pollution of the water supply of the city.

15-225. Same; protection from contaminants.

Pursuant to the city's constitutional home rule authority and K.S.A. 65-163a, the city by its utility superintendent may refuse to deliver water through pipes and mains to any premises where a condition exists which might lead to the contamination of the public water supply system and it may continue to refuse the delivery of water to the premises until that condition is remedied. In addition, the city utility superintendent may terminate water service to any property where the cross connections or backsiphonage condition creates, in the judgment of the superintendent, an eminent danger of contamination to the public water supply.

DRAFT

ARTICLE 3. ELECTRICITY

15-301. Administration and Operation of the Utility.

The City Manager shall adopt such administrative and operational policies as necessary to allow for the efficient and effective metering, billing and collecting of payments from customers of the electric utility.

15-302. Meter regulations.

(a) All electricity furnished by the municipal electric utility shall be measured by electric meters furnished, installed and maintained by the city for that purpose and every consumer shall provide a suitable place for the installation of the same.

15-303. Connections.

All connections to the municipal electric system shall be made by city employees only.

15-304. Same; separate connections.

Unless special permission is granted by the city, each premise shall have a separate and distinct service connection, and where permission is granted for branch service connections, each branch service connection shall have its own separate meter.

15-306. Meter testing.

If a test is requested by the customer and the meter is found to be accurate within two percent, the meter will be deemed correct and the cost of the test will be assessed to the customer.

15-308. Electric rates.

The rates per month for the use of electricity shall be set by the governing body at least annually in a fee resolution. Said rates may include, but are not limited to, the following types of classes, services and fees:

- (a) Residential
- (b) Small General
- (c) Large General
- (d) City Use
- (e) Outside City Limits
- (f) Energy Cost Adjustment (ECA) Charge
- (g) Security/Yard Lights
- (h) Late Charges & Penalties
- (h) Connection, Disconnect & Reconnect Charges

15-309. Property easements for electric utilities.

The easement is to be kept clear of any obstructions that would prevent city crews from maintaining service.

15-310. Declaration of an electric emergency.

Whenever the governing body of the city finds that an emergency exists by reason of a shortage of electric supply at a reasonable price, it shall be empowered to declare by resolution that an electric supply emergency exists and that it will encourage voluntary electric conservation or impose mandatory restrictions on electrical use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of an electrical supply emergency shall be effective upon their publication in the official city newspaper.

15-311. Emergency electric rates.

Upon the declaration of an electrical supply emergency as provided in Section 15-310, the governing body of the city shall have the power to adopt emergency electric rates by ordinance designed to conserve electric supplies. Such emergency rates may provide for, but are not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates);
- (b) Uniform charges for electric usage per unit of use (uniform unit rate); or
- (c) Extra charges in excess of a specified level of electric use (excess demand surcharge).

15-312. Energy Cost Adjustment (ECA).

(a) All electric bills are subject to a monthly Energy Cost Adjustment (ECA) and shall be calculated as follows:

The rate for energy to which this adjustment is applicable shall be adjusted by \$.0001 per kilowatt-hour (kWh) in the aggregate cost of energy as computed by the following formula:

$$[(P + G + O)/(K + C)] \times L - (B) = \text{Adjustment}$$

P = The current month actual total cost of power purchased.

G = The current month actual total cost of City generation.

O = The current month actual total cost of any other associated power supply expenses.

K = The current month actual total kWh of the delivered purchased power.

C = The current month actual total kWh of the delivered City generation power.

L = The current City losses determined annually (((Purchased Power+City Generation)-City Billed))/City Billed).

B = The Base will be established by a fee resolution, as specified in Section 15-308.

15-313. Tree trimming; Electric department's authority.

The electric department may trim trees which shall create a hazard to, or interfere with, the lines of the electric distribution system of the city.

CITY OF OSAWATOMIE - BUDGET REPORT

DATE:October 2016	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	543,507.00		404,907.39	138,599.61
Codes Enforcement	158,772.00		94,450.29	64,321.71
Police	872,693.00	23,578.67	726,982.56	169,289.11
John Brown Cabin	37,388.00		28,707.63	8,680.37
Public Works	230,694.00		143,969.01	86,724.99
Swimming Pool	-		-	-
Properties & Maintenance	299,614.00	895.30	236,676.74	63,832.56
Fire	63,210.00	1,800.00	54,342.02	10,667.98
Municipal Court	175,338.00		127,083.88	48,254.12
Levees & Storm Water	36,950.00		34,815.11	2,134.89
Library	142,092.00	2,283.20	116,356.44	28,018.76
TOTAL	2,560,258.00	28,557.17	1,968,291.07	620,524.10
WATER				
Administration	289,341.00		208,965.02	80,375.98
Water Treatment	330,275.00		241,626.53	88,648.47
Water Distribution	271,201.00		185,020.68	86,180.32
TOTAL	890,817.00	-	635,612.23	255,204.77
ELECTRIC				
Administration	1,445,476.00		1,121,634.98	323,841.02
Electric Production	1,799,890.00		1,430,707.16	369,182.84
Elect Transmission	574,524.00		451,630.73	122,893.27
TOTAL	3,819,890.00	-	3,003,972.87	815,917.13
EMPLOYMENT BENEFIT	745,687.00	126,987.15	793,535.70	79,138.45
REFUSE	431,500.00		299,517.78	131,982.22
LIBRARY	11,000.00		12,785.70	(1,785.70)
RECREATION	2,000.00		209.31	1,790.69
RURAL FIRE	20,250.00		15,364.89	4,885.11
INDUSTRIAL	20,500.00		12,406.06	8,093.94
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	40,300.00		10,759.25	29,540.75
ST IMPROVEMENT	178,024.00		197,411.54	(19,387.54)
BOND & INTEREST	751,020.00		798,564.58	(47,544.58)
PUBLIC SAFETY EQUIP.	47,100.00		125,570.12	(78,470.12)
FIRE INS PROCEEDS	-		-	-
SEWER	973,126.00		749,869.26	223,256.74
REC EMP BENEFITS	1,000.00		26.22	973.78
GOLF COURSE	300,619.00	49.68	286,479.36	14,189.32
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	58,082.00	1,060.00	54,679.55	4,462.45
EVIDENCE LIABLITIY	2,000.00		-	2,000.00
CAPITAL - GENERAL	123,150.00		42,475.92	80,674.08
CAPITAL IMP. - STREET	1,618,426.00		1,261,037.28	357,388.72
CAPITAL IMP - SEWER	10,000.00	-	(368.00)	10,368.00
CAPITAL IMP - GRANTS	822,113.00		280,963.51	541,149.49
CAPITAL IMP - WATER	569,576.00		305,357.42	264,218.58
ELECTRIC REVENUE BOND	3,504,054.00		447,494.01	3,056,559.99
ELECTRIC UTILITY DEBT SER	287,290.00		287,291.60	(1.60)
CAFETERIA 125 #50	47,500.00		26,750.03	20,749.97
COURT ADSAP #51	-		-	-
COURT BONDS #52	15,000.00		9,948.76	5,051.24
FOREITURES #53	-		2,850.00	(2,850.00)
PAY PAL #55	-		-	-
GRAND TOTAL	17,850,282.00	156,654.00	11,628,856.02	6,378,079.98

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: October 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 10/31/2016
GENERAL OPERATING	422,151.52	2,113,129.25	1,939,733.90	595,546.87		595,546.87
WATER	179,812.64	737,557.42	635,612.23	281,757.83		281,757.83
ELECTRIC	581,707.49	3,154,151.96	3,003,972.87	731,886.58		731,886.58
EMPLOYEE BENEFIT	69,806.10	696,499.52	666,548.55	99,757.07		99,757.07
REFUSE	4,941.92	337,603.78	299,517.78	43,027.92		43,027.92
LIBRARY	106,246.95	15,358.77	12,785.70	108,820.02		108,820.02
RECREATION	-	223.85	209.31	14.54		14.54
RURAL FIRE	7,399.18	10,447.59	15,364.89	2,481.88		2,481.88
INDUSTRIAL	60,641.06	28,355.00	12,406.06	76,590.00		76,590.00
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	94,867.01	22,040.47	10,759.25	106,148.23		106,148.23
STREET IMPROVEMENTS	111,836.75	143,824.73	197,411.54	58,249.94		58,249.94
BOND & INTEREST	156,240.81	722,208.62	798,564.58	79,884.85		79,884.85
PUBLIC SAFETY EQUIP.	3,673.08	60,504.00	125,570.12	(61,393.04)		(61,393.04)
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	245,326.31	711,876.50	749,869.26	207,333.55		207,333.55
RECREATION BENEFIT	-	28.04	26.22	1.82		1.82
GOLF COURSE	5,600.86	265,452.17	286,429.68	(15,376.65)		(15,376.65)
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	58,027.61	53,619.55	44,145.06		44,145.06
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	105,011.39	42,475.92	103,538.56		103,538.56
CAPITAL IMP. - STREETS	913,026.66	398,000.00	1,261,037.28	49,989.38		49,989.38
CAPITAL IMP - SEWER	(368.00)	4,000.00	(368.00)	4,000.00		4,000.00
CAPITAL IMP - GRANTS	121,346.09	377,694.00	280,963.51	218,076.58		218,076.58
CAPITAL IMP - WATER	569,576.78	-	305,357.42	264,219.36		264,219.36
ELECTRIC REVENUE BONDS	3,858,287.35	49,545.96	447,494.01	3,460,339.30		3,460,339.30
ELECTRIC BOND RESERVE	95,766.45	282,828.30	287,291.60	91,303.15		91,303.15
CAFETERIA 125 # 50	32,174.07	31,699.18	26,750.03	37,123.22		37,123.22
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	11,643.76	12,590.76	12,719.54		12,719.54
FORFEITURES # 53	2,928.42	900.00	2,850.00	978.42		978.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	7,767,595.18	10,338,611.87	11,474,844.02	6,631,363.03	-	6,631,363.03

Police Dept Summary - Dispatch received 905 calls for service in the month of November. Of the 905 calls, Officers handled 698 calls for service.(905 minus(-) County Fire calls, Burn permits, Court, Cont. burn, Fine payments, Fuel, City Services.)

905 Total calls for service for the month of November

29	Warrant Arrests
55	Arrest or New Charges filed
123	Traffic Stops
55	Suspicious Activ., Inv. Persons, Ped Checks, Prowlers
20	Traffic Accidents
40	Assist EMS
29	Fights , Disturbance, Assaults, Domestic, Harass, Violation of Protection Orders
2	Sex Crimes
36	Damage to Prop., thefts, Burglaries,
8	Drug Cases
40	Animal at Large, Bite, Welfare chk
3	Child in Need of Care, Runaways, Missing Children
23	Vehicle Lock outs
45	Escorts, Civil Stand-by's, 911 Misdiagnoses, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks, Deliver Message
57	Citizen Inquiries
79	Calls for service otherwise not classified
54	Assist Out Side Agency, Loud Music, , Traffic Haz, Drive Complaints, Drug Testing, Finger Printing, Open Doors, Follow-ups, Found Property, etc...
698	Calls handled by Officers
54	Traffic Citations
5	Other Citations
59	Total Nov Citations

Notes: Had Agg. Domestic Battery, Charge amended to Attempted Murder. (1) case of rape, approx 35 hours of investigation. Detective drove to St Louis MO, interview a prisoner that was possibly associated with child pornography. The "Ward" pornography case went from 1 charge of rape, 1 charge of child Porn, amended to 1 rape charge, and 75 counts of child porn.