

# *Rose Hill City Council Packet*



## **MEETING NOTICE**

**ROSE HILL CITY COUNCIL**

**REGULAR MEETING**

**Monday, May 21, 2018**

**7:00 p.m.**

**ROSE HILL CITY HALL/COUNCIL CHAMBERS**

**125 W. ROSEWOOD**

## **AGENDA**

- Call to Order
- Invocation and Flag Salute – Pastor Ron Long, Rose Hill Baptist Church
- Citizen Forum
- Minutes
- Claims
- Approval of Agenda
  
- Action Items:
  1. Approval of retail fireworks permit application
  2. Approval of sanitary sewer collection maintenance program agreement
  
- Recess and resume on May 22, 2018 for an Executive Session to discuss personnel matters of nonelected personnel

\*\*\*If you need auxiliary aid and/or special accommodation in order to attend this meeting, please notify this office as soon as possible at 316-776-2712 so that we can make arrangements to accommodate your needs. \*\*\*

# *Rose Hill City Council Packet*



## **MINUTES THE REGULAR MEETING OF THE ROSE HILL CITY COUNCIL MONDAY, MAY 7, 2018 - 7:00 P.M. ROSE HILL CITY HALL/COUNCIL CHAMBERS**

### **Call to Order**

The regular meeting of the Rose Hill City Council was called to order at 7:00 p.m. by Mayor Steve Huckaby. Councilmembers present, Beth Pompa, Bill Baker, Gary Weaver and Rachel Wright. Councilmember Ross Chappell was absent with prior notification. Administration and staff present: Kelly Mendoza, Interim City Administrator/City Clerk, Dillan Curtis, Public Works Superintendent and Andrew Marino, City Attorney.

### **Invocation and Flag Salute**

Pastor Robert Varner, Rose Hill Bible Church gave the invocation, followed by the flag salute.

### **Citizen Forum**

There were none.

### **Approval of minutes**

Councilmember Weaver made motion to approve the minutes of 04/16/18 as presented, seconded by Baker. Motion carried 4-0.

### **Approval of claims**

Councilmember Wright made motion to approve appropriation #9, seconded by Baker. Motion carried 4-0.

### **Approval of agenda**

Councilmember Weaver made motion to approve the agenda as presented, seconded by Baker. Motion carried 4-0.

### **Approval of Retail fireworks stand application**

Councilmember Baker made motion to approve the Retail fireworks stand application submitted by the Rose Hill Historical Society, seconded by Baker. Motion carried 4-0.

### **Resolution to exempt Rose Hill Historical Society's monthly utility charges**

Councilmember Baker made motion to approve Resolution #594 exempting the Rose Hill Historical Society's monthly utility charges for water and sewer, seconded by Weaver. Motion tied 2-2. Councilmember's Pompa and Wright opposed. Mayor Huckaby broke the tie approving the exemption.

### **Resolution to exempt Rose Hill Senior Center's monthly utility charges**

Councilmember Baker made motion to approve Resolution #595 exempting the Rose Hill Senior Center's monthly utility charges for water and sewer, seconded by Weaver. Motion

# *Rose Hill City Council Packet*

approved 3-1. Councilmember Pompa opposed.

## **Resolution to confirm Mayor's city appointments**

Councilmember Pompa made motion to approve the appointment of Nelson Mosley, Police Chief, seconded by Wright. Motion carried 4-0

Councilmember Pompa made motion to approve the appointment of Andrew Marino, City Attorney, seconded by Weaver. Motion carried 4-0.

Councilmember Pompa made motion to approve the appointment of Justin Phelps, City Prosecutor, seconded by Weaver. Motion carried 4-0.

Councilmember Weaver made motion to approve the appointment of Fred Johnson, Municipal Judge, seconded by Pompa. Motion carried 4-0.

## **Resolution to confirm and approve Employee Benefit Program**

Councilmember Weaver made motion to confirm Resolution #596 approving the Employee Benefit Program, seconded by Baker. Motion carried 4-0.

## **Approval of 2018 Street Maintenance Priority Sealing Plan**

Councilmember Pompa made motion to approve the 2018 Street Maintenance Priority Sealing Plan, seconded by Weaver. Motion carried 4-0.

## **Recess and resume for an executive session**

Councilmember Wright made motion to recess and resume on May 17, 2018 at 1:00 p.m. for an executive session for the purpose of discussing personnel matters of non-elected personnel, and to hold a budget workshop, seconded by Baker. Motion carried 4-0.

Respectfully submitted:

---

Kelly Mendoza  
City Clerk

# Rose Hill City Council Packet



Rose Hill, KS

**App. Ord. #10 - 05/21/18**

**By Vendor Name**

Payable Dates 05/08/2018 - 05/21/2018

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
<b>Vendor: 3077 - AAA Portable Services, LLC</b>					
AAA Portable Services, LLC	05/21/2018	Pond restroom rental	Operating Supplies	100-140-400395	75.00
<b>Vendor 3077 - AAA Portable Services, LLC Total:</b>					<b>75.00</b>
<b>Vendor: 3321 - Alternative Electric LLC</b>					
Alternative Electric LLC	05/21/2018	Shorty Cox Ball Field Light Repairs	Infrastructure	100-140-400420	4,851.00
<b>Vendor 3321 - Alternative Electric LLC Total:</b>					<b>4,851.00</b>
<b>Vendor: 3389 - Bardavon Health Innovations</b>					
Bardavon Health Innovations	05/21/2018	Pre-employment screening (2)	Professional Services	100-120-400310	220.00
Bardavon Health Innovations	05/21/2018	Pre-employment screening	Professional Services	100-140-400310	55.00
Bardavon Health Innovations	05/21/2018	Pre-employment screening	Professional Services	300-130-400310	55.00
Bardavon Health Innovations	05/21/2018	Pre-employment screening	Professional Services	100-120-400310	110.00
<b>Vendor 3389 - Bardavon Health Innovations Total:</b>					<b>440.00</b>
<b>Vendor: 3231 - BG Lawn &amp; Landscaping, Inc.</b>					
BG Lawn & Landscaping, Inc.	05/21/2018	Monthly Lawn Care Services	Lawn Care	100-140-400312	5,206.44
<b>Vendor 3231 - BG Lawn &amp; Landscaping, Inc. Total:</b>					<b>5,206.44</b>
<b>Vendor: 1891 - Butler County Jail</b>					
Butler County Jail	05/21/2018	Inmate Housing - Apr 2018	Prisoner Housing	100-120-400365	840.00
<b>Vendor 1891 - Butler County Jail Total:</b>					<b>840.00</b>
<b>Vendor: 0131 - City of Wichita - Water Dept.</b>					
City of Wichita - Water Dept.	05/21/2018	Water Purchase	WATER PURCHASE	112-112-400910	18,835.24
<b>Vendor 0131 - City of Wichita - Water Dept. Total:</b>					<b>18,835.24</b>
<b>Vendor: 1742 - Cox Communications</b>					
Cox Communications	05/21/2018	Internet and Phone - City Hall	Internet Service	100-110-400212	132.69
Cox Communications	05/21/2018	Internet and Phone - City Hall	Telephone	100-110-400215	278.75
Cox Communications	05/21/2018	Internet and Phone - City Hall	Internet Service	112-112-400212	132.70
Cox Communications	05/21/2018	Internet and Phone - City Hall	Telephone	112-112-400215	278.76
Cox Communications	05/21/2018	Internet and Phone - City Hall	Internet Service	113-113-400212	132.70
Cox Communications	05/21/2018	Internet and Phone - City Hall	Telephone	113-113-400215	278.76
<b>Vendor 1742 - Cox Communications Total:</b>					<b>1,234.36</b>
<b>Vendor: 2584 - Dollar General - Regions 410526</b>					
Dollar General - Regions 410526	05/21/2018	Supplies	Operating Supplies	100-120-400395	47.05
Dollar General - Regions 410526	05/21/2018	Supplies	Office Supplies	100-120-400410	42.95
<b>Vendor 2584 - Dollar General - Regions 410526 Total:</b>					<b>90.00</b>
<b>Vendor: 3409 - Dylan Yohe</b>					
Dylan Yohe	05/21/2018	Court Reimbursement	Reimb. Exp.	100-121-390990	29.50
<b>Vendor 3409 - Dylan Yohe Total:</b>					<b>29.50</b>
<b>Vendor: 2841 - Fastenal Company</b>					
Fastenal Company	05/21/2018	Lag Bolts for Banner Installation	Operating Supplies (Expires 201...	300-130-400395	8.63
Fastenal Company	05/21/2018	Nuts and Bolts	Operating Supplies (Expires 201...	300-130-400395	14.17
Fastenal Company	05/21/2018	Nitrile Gloves	Operating Supplies	113-113-400395	69.73
Fastenal Company	05/21/2018	Nuts and Bolts	Operating Supplies	113-113-400395	39.96
<b>Vendor 2841 - Fastenal Company Total:</b>					<b>132.49</b>
<b>Vendor: 0290 - Gades Sales Co. Inc.</b>					
Gades Sales Co. Inc.	05/21/2018	Streetlight Lens Covers	Operating Supplies (Expires 201...	300-130-400395	100.00
<b>Vendor 0290 - Gades Sales Co. Inc. Total:</b>					<b>100.00</b>
<b>Vendor: 0200 - Gall's Inc.</b>					
Gall's Inc.	05/21/2018	PD Vest	Uniforms and Service	100-120-400375	803.02

# Rose Hill City Council Packet

App. Ord. #10 - 05/21/18

Payable Dates: 05/08/2018 - 05/21/2018

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Gall's Inc.	05/21/2018	PD Uniforms	Uniforms and Service	100-120-400375	365.54
Gall's Inc.	05/21/2018	PD Uniform Gear	Uniforms and Service	100-120-400375	19.00
				<b>Vendor 0200 - Gall's Inc. Total:</b>	<b>1,187.56</b>
<b>Vendor: 3270 - Great West Financial</b>					
Great West Financial	05/18/2018	Deferred Comp.	Deferred Compensation	114-110-100220	720.00
Great West Financial	05/18/2018	Deferred Comp.	Deferred Compensation	114-110-100220	81.34
				<b>Vendor 3270 - Great West Financial Total:</b>	<b>801.34</b>
<b>Vendor: 0475 - Halls Culligan, Inc.</b>					
Halls Culligan, Inc.	05/21/2018	Drinking water - City Hall	Professional Services	100-110-400310	40.13
Halls Culligan, Inc.	05/21/2018	Drinking water - City Hall	Professional Services	100-120-400310	40.12
				<b>Vendor 0475 - Halls Culligan, Inc. Total:</b>	<b>80.25</b>
<b>Vendor: 3407 - Jonah Robson</b>					
Jonah Robson	05/21/2018	Shorty Cox Memorial Scholarship Donations		100-170-400500	250.00
				<b>Vendor 3407 - Jonah Robson Total:</b>	<b>250.00</b>
<b>Vendor: 0066 - K.P.E.R.S.</b>					
K.P.E.R.S.	05/18/2018	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	163.13
K.P.E.R.S.	05/18/2018	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	241.37
K.P.E.R.S.	05/18/2018	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	868.09
K.P.E.R.S.	05/18/2018	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	1,461.12
K.P.E.R.S.	05/18/2018	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	2,243.73
				<b>Vendor 0066 - K.P.E.R.S. Total:</b>	<b>4,977.44</b>
<b>Vendor: 1358 - Kansas Gas Service</b>					
Kansas Gas Service	05/21/2018	Utilities - Gas	Natural Gas	100-110-400211	280.96
Kansas Gas Service	05/21/2018	Utilities - Gas	Natural Gas	101-110-400211	195.81
Kansas Gas Service	05/21/2018	Utilities - Gas	Natural Gas	112-112-400211	101.89
Kansas Gas Service	05/21/2018	Utilities - Gas	Natural Gas	113-113-400211	212.59
				<b>Vendor 1358 - Kansas Gas Service Total:</b>	<b>791.25</b>
<b>Vendor: 1547 - Kansas Payment Center</b>					
Kansas Payment Center	05/21/2018	Child Support Payments	MISCELLANEOUS DEDUCT. PAY...	114-110-100400	744.49
				<b>Vendor 1547 - Kansas Payment Center Total:</b>	<b>744.49</b>
<b>Vendor: 1175 - Kansas Rural Water Association</b>					
Kansas Rural Water Association	05/21/2018	KRWA Membership Fees	Membership Fees & Dues	112-112-400240	460.00
Kansas Rural Water Association	05/21/2018	KRWA Membership Fees	Membership Fees & Dues	113-113-400240	460.00
				<b>Vendor 1175 - Kansas Rural Water Association Total:</b>	<b>920.00</b>
<b>Vendor: 3361 - Longhofer Lawn &amp; Tree Care</b>					
Longhofer Lawn & Tree Care	05/16/2018	Spraying of Pond Aquatic Grasses	Professional Services	100-140-400310	1,085.00
				<b>Vendor 3361 - Longhofer Lawn &amp; Tree Care Total:</b>	<b>1,085.00</b>
<b>Vendor: 0004 - Meridian Analytical Labs, LLC</b>					
Meridian Analytical Labs, LLC	05/21/2018	Bi-Monthly KDHE Wastewater Samples	LABORATORY FEES	113-113-400775	295.00
				<b>Vendor 0004 - Meridian Analytical Labs, LLC Total:</b>	<b>295.00</b>
<b>Vendor: 3284 - Midland GIS Solutions, LLC</b>					
Midland GIS Solutions, LLC	05/21/2018	Annual GIS Website Hosting	Professional Services	113-113-400310	2,400.00
				<b>Vendor 3284 - Midland GIS Solutions, LLC Total:</b>	<b>2,400.00</b>
<b>Vendor: 0084 - Midtown Service - Richard Showalter</b>					
Midtown Service - Richard Showalter	05/21/2018	Car Service - Unit #5 (K-9)	Vehicle Repair & Maintenance	100-120-400295	40.00
Midtown Service - Richard Showalter	05/21/2018	Car Service - Unit #3	Vehicle Repair & Maintenance	100-120-400295	40.00
				<b>Vendor 0084 - Midtown Service - Richard Showalter Total:</b>	<b>80.00</b>
<b>Vendor: 3149 - Pearson Construction LLC</b>					
Pearson Construction LLC	05/21/2018	Yeager Street Road Repair	Professional Services	300-130-400310	21,055.00
				<b>Vendor 3149 - Pearson Construction LLC Total:</b>	<b>21,055.00</b>
<b>Vendor: 0240 - Rose Hill Bank - L</b>					
Rose Hill Bank - L	05/21/2018	Quarterly Backhoe payment	Vehicle Lease Payments	100-140-400912	1,103.33

# Rose Hill City Council Packet

App. Ord. #10 - 05/21/18

Payable Dates: 05/08/2018 - 05/21/2018

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Rose Hill Bank - L	05/21/2018	Quarterly Backhoe payment	Vehicle Lease Payments	112-112-400912	1,103.32
Rose Hill Bank - L	05/21/2018	Quarterly Backhoe payment	Vehicle Lease Payments	113-113-400912	1,103.33
Rose Hill Bank - L	05/21/2018	Quarterly Backhoe payment	Vehicle Lease Payments	300-130-400912	1,103.33
<b>Vendor 0240 - Rose Hill Bank - L Total:</b>					<b>4,413.31</b>
<b>Vendor: 0108 - Rose Hill Bank - S</b>					
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	352.44
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	270.87
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	82.44
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	2,350.26
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	868.86
Rose Hill Bank - S	05/18/2018	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	3,715.32
<b>Vendor 0108 - Rose Hill Bank - S Total:</b>					<b>7,640.19</b>
<b>Vendor: 3390 - Rose Hill Veterinary Health Center LLC</b>					
Rose Hill Veterinary Health Center LLC	05/21/2018	K9 FOOD	K9 Unit	100-120-400386	54.80
Rose Hill Veterinary Health Center LLC	05/21/2018	K-9 Exam & Shots	K9 Unit	100-120-400386	83.50
<b>Vendor 3390 - Rose Hill Veterinary Health Center LLC Total:</b>					<b>138.30</b>
<b>Vendor: 3408 - Sarah Lazar</b>					
Sarah Lazar	05/21/2018	Shorty Cox Memorial Scholarship Donations		100-170-400500	250.00
<b>Vendor 3408 - Sarah Lazar Total:</b>					<b>250.00</b>
<b>Vendor: 2793 - State of Kansas</b>					
State of Kansas	05/18/2018	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	97.84
State of Kansas	05/18/2018	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	1,132.08
<b>Vendor 2793 - State of Kansas Total:</b>					<b>1,229.92</b>
<b>Vendor: 2771 - Sunflower Bank</b>					
Sunflower Bank	05/18/2018	H.A.A.	Cafeteria Plan Withholding	114-110-100210	485.00
<b>Vendor 2771 - Sunflower Bank Total:</b>					<b>485.00</b>
<b>Vendor: 1483 - Verizon Wireless</b>					
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	100-110-400215	653.85
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	100-120-400215	719.86
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	100-140-400215	115.29
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	100-150-400215	40.01
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	112-112-400215	115.29
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	113-113-400215	115.29
Verizon Wireless	05/21/2018	Cell Phones & Data	Telephone	300-110-400215	115.28
<b>Vendor 1483 - Verizon Wireless Total:</b>					<b>1,874.87</b>
<b>Vendor: 1525 - Waste Connections of Wichita</b>					
Waste Connections of Wichita	05/21/2018	Trash Service	Trash Service	100-110-400217	43.01
Waste Connections of Wichita	05/21/2018	Trash Service	Trash Service	100-140-400217	297.66
Waste Connections of Wichita	05/21/2018	Trash Service	Trash Service	112-110-400217	144.04
Waste Connections of Wichita	05/21/2018	Trash Service	Trash Service	113-110-400217	144.04
<b>Vendor 1525 - Waste Connections of Wichita Total:</b>					<b>628.75</b>
<b>Vendor: 0065 - Westar Energy</b>					
Westar Energy	05/21/2018	Utilities - Electric	Electricity	100-110-400210	275.40
Westar Energy	05/21/2018	Utilities - Electric	Storm Sirens	100-120-400214	76.13
Westar Energy	05/21/2018	Utilities - Electric	Electricity	100-140-400210	366.44
Westar Energy	05/21/2018	Utilities - Electric	Street Lights	100-170-400501	2,355.17
Westar Energy	05/21/2018	Utilities - Electric	Electricity	101-110-400210	287.54
Westar Energy	05/21/2018	Utilities - Electric	Electricity	112-112-400210	530.01
Westar Energy	05/21/2018	Utilities - Electric	Electricity	113-113-400210	1,074.77
<b>Vendor 0065 - Westar Energy Total:</b>					<b>4,965.46</b>
<b>Grand Total:</b>					<b>88,127.16</b>

# Rose Hill City Council Packet

App. Ord. #10 - 05/21/18

Payable Dates: 05/08/2018 - 05/21/2018

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	21,286.60
101 - LIBRARY FUND	483.35
112 - WATER UTILITY	21,701.25
113 - SEWER UTILITY	6,326.17
114 - PAYROLL WITHHOLDING	15,878.38
300 - SPECIAL STREETS & HIGHWAY	22,451.41
<b>Grand Total:</b>	<b>88,127.16</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-110-400210	Electricity	275.40
100-110-400211	Natural Gas	280.96
100-110-400212	Internet Service	132.69
100-110-400215	Telephone	932.60
100-110-400217	Trash Service	43.01
100-110-400310	Professional Services	40.13
100-120-400214	Storm Sirens	76.13
100-120-400215	Telephone	719.86
100-120-400295	Vehicle Repair & Mainten...	80.00
100-120-400310	Professional Services	370.12
100-120-400365	Prisoner Housing	840.00
100-120-400375	Uniforms and Service	1,187.56
100-120-400386	K9 Unit	138.30
100-120-400395	Operating Supplies	47.05
100-120-400410	Office Supplies	42.95
100-121-390990	Reimb. Exp.	29.50
100-140-400210	Electricity	366.44
100-140-400215	Telephone	115.29
100-140-400217	Trash Service	297.66
100-140-400310	Professional Services	1,140.00
100-140-400312	Lawn Care	5,206.44
100-140-400395	Operating Supplies	75.00
100-140-400420	Infrastructure	4,851.00
100-140-400912	Vehicle Lease Payments	1,103.33
100-150-400215	Telephone	40.01
100-170-400500	Donations	500.00
100-170-400501	Street Lights	2,355.17
101-110-400210	Electricity	287.54
101-110-400211	Natural Gas	195.81
112-110-400217	Trash Service	144.04
112-112-400210	Electricity	530.01
112-112-400211	Natural Gas	101.89
112-112-400212	Internet Service	132.70
112-112-400215	Telephone	394.05
112-112-400240	Membership Fees & Dues	460.00
112-112-400910	WATER PURCHASE	18,835.24
112-112-400912	Vehicle Lease Payments	1,103.32
113-110-400217	Trash Service	144.04
113-113-400210	Electricity	1,074.77
113-113-400211	Natural Gas	212.59
113-113-400212	Internet Service	132.70
113-113-400215	Telephone	394.05
113-113-400240	Membership Fees & Dues	460.00
113-113-400310	Professional Services	2,400.00
113-113-400395	Operating Supplies	109.69
113-113-400775	LABORATORY FEES	295.00
113-113-400912	Vehicle Lease Payments	1,103.33

# Rose Hill City Council Packet

App. Ord. #10 - 05/21/18

Payable Dates: 05/08/2018 - 05/21/2018

## Account Summary

Account Number	Account Name	Payment Amount
114-110-100210	Cafeteria Plan Withholding	485.00
114-110-100220	Deferred Compensation	801.34
114-110-100300	FEDERAL W/H TAX PAYAB...	2,621.13
114-110-100310	FICA W/H TAX PAYABLE	5,019.06
114-110-100320	STATE W/H TAX PAYABLE	1,229.92
114-110-100350	RETIREMENT WITHHOLDI...	4,977.44
114-110-100400	MISCELLANEOUS DEDUCT...	744.49
300-110-400215	Telephone	115.28
300-130-400310	Professional Services	21,110.00
300-130-400395	Operating Supplies (Expir...	122.80
300-130-400912	Vehicle Lease Payments	1,103.33
	<b>Grand Total:</b>	<b>88,127.16</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	88,127.16
<b>Grand Total:</b>	<b>88,127.16</b>



# Rose Hill City Council Packet



## RETAIL FIREWORKS PERMIT APPLICATION

See City Code Section 7-308 et al. This application applies to the sale of fireworks, permit fee and application requirements as defined in City Code. (Ord #379, Sec. 8, 9 & 10 and Ord. #410, Sec. 3 & 4; Code 2003)

Date: 5-2-18  
Applicant: Sweet Home LLC Contact Person: Amanda Flower  
Address: 1620 SW Ohio St Rd, Augusta Phone # 316-516-4159  
Group or Organization Represented: \_\_\_\_\_  
Address: \_\_\_\_\_  
Location of Stand: 200 E. Silkknitter  
Description of structure: office building  
Dates and times fireworks are intended to be sold: June 27-July 3 10am-10pm,  
July 4 9am-midnight, July 5 8am-8pm  
List of Security personnel: Brian Lee

Amanda Flower 5-2-18  
Signature of Applicant Date

### For Use by City Staff

Copy of Liability Insurance attached: ✓

Agreement with landowner attached: ✓

Required Permit Fee of \$1,000.00 attached: ✓

Required Clean-up Deposit of \$500.00 attached: \_\_\_\_\_

Date Application received: 5/3/18  
[Signature]  
City Clerk Date

Approved by Council  
\_\_\_\_\_  
Mayor Date



# Rose Hill City Council Packet

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 800-962-7132	<b>FAX (A/C, No):</b> 800-845-3666
	<b>E-MAIL ADDRESS:</b> BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Ohio Security Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>INSURED</b> Sweethome LLC 6120 SW Ohio Street Rd Augusta KS 67010	<b>NAIC #</b> 24082
---	------------------------

**COVERAGES****CERTIFICATE NUMBER:** 38914022**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BLS57824180	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\* Proof of Insurance \*\*\*

**CERTIFICATE HOLDER****CANCELLATION**Sweethome LLC  
6120 SW Ohio Street Rd  
Augusta KS 67010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine Biglin

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Rose Hill City Council Packet

## COMMERCIAL LEASE

This Lease is made between Zhao Doyle ("Lessor"), and Sweet Home LLC ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of Rose Hill, State of Kansas with a common address of 200 E. S. Knitter Rd, Rose Hill KS 67123 (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

## TERMS AND CONDITIONS

1. **Term and Rent.** Lessor leases to Lessee the above Real Property for a term of 11 <sup>days</sup> ~~years~~, commencing June 25th, 2018, and terminating on July 6th, 2018, or sooner as provided herein at the annual rental of 900 Dollars (\$ 900), payable in one installments in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below. \$900 will be returned if tenant failed to

2. **Option to Renew.** Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (or, if more than one option period given, insert number here) additional term(s) of 11 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ 900 (subject to the restrictions of paragraph 4, below). The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the prior Lease term. (If no other time is inserted, notice shall be given ninety (90) days prior to the expiration of the prior lease term). If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. **Use.** Tenant shall use and occupy the Real Property for the commercial purpose of Selling Fireworks. The Real Property shall be used for no other purpose.

4. **SBA Provisions.** If this Lease is executed by a Lessor and/or Tenant, who are participating in the U.S. Small Business Administration 504 Loan Program, then the parties hereto agree and acknowledge that this Lease shall be construed to comply with the requirements of such program including, but not limited to, those found in Title 13 of the Code of Federal Regulations, the SBA Standard Operating Procedures 50-10 and all other relevant statutes laws, codes, regulations and procedures. Without limiting the applicability of all relevant law, the following conditions shall apply:

- (1) The Tenant shall lease from Lessor all of the Real Property;
- (2) This Lease shall be junior and subordinate to any and all deeds of trust in favor of the SBA which relate to the Real Property;
- (3) The annual rent hereunder shall not exceed the annual payments on the deed of trust in favor of the SBA secured by the Real Property, annual payments of deeds of trust senior to such SBA deed of trust, taxes, insurance and maintenance.
- (4) This Lease shall be assigned, for collateral purposes, to the SBA.
- (5) The term of this Lease shall not expire prior to the maturity date of the subject SBA 504 Loan. Provided, the Lease term may include options to renew the Lease, so long as the options are exercisable solely by the Tenant.
- (6) Any leases of the Real Property other than to the Tenant shall be between the Tenant and the third party subtenant.

5. **Care and Maintenance of Real Property.** Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

(Check here if this provision applies.)      Tenant shall be responsible for all repairs required, excepting the roof, exterior walls,

# Rose Hill City Council Packet

structural foundations, and

which shall be maintained by Lessor. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

**6. Alterations.** Tenant shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Real Property.

**7. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Real Property, occasioned by or affecting the use thereof by Tenant.

**8. Assignment and Subletting.** Tenant shall not assign this Lease or sublet any portion of the Real Property without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

*20.* **9. Utilities.** All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

*20.* **10. Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

**11. Possession.** If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

**12. Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

**13. Insurance.** Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows:

*1 million dollars*

Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

**14. Eminent Domain.** If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

**15. Destruction of Real Property.** In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent

# Rose Hill City Council Packet

proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

**16. Lessor's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within                      (this shall be **fifteen**, if no other number is filled in) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such                      (this shall be **fifteen**, if no other number is filled in) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. 20  
at

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease

**17. Security Deposit.** Tenant shall deposit with Lessor on the signing of this Lease the sum of \$200 Dollars (\$ 200 ) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

**18. Tax Increase.** In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease. 20  
at

**19. Common Area Expenses.** In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance, taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

**20. Attorney's Fees.** In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**21. Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

**22. Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.

**23. Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest

# Rose Hill City Council Packet

of the parties.

**24. Subordination.** This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. **Self-executing:** The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

**25. Time of Essence.** Time is of the essence in the performance of this Agreement.

**26. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this 2nd day of May, 2018

LESSOR:

Tenant:

By:

Zhao Doyle  
ZHAO DOYLE  
(Print Name and Title)

By:

Amanda Flower  
Amanda Flower, Owner  
(Print Name and Title)

PO. Box 944  
Andover, KS 67002  
Address

1120 SW Ohio St Rd  
Augusta, KS 67010  
Address (if different than Real Property address)

C:\WPFILES\C D \CLOSING\FORMS\WORKBOOK DOCUMENTS\REAL PROPERTY\COMMERCIAL LEASE FOR EPC.DOC



Sanitary Sewer Collection System  
Maintenance Program Proposal/Agreement

Prepared for:  
City of Rose Hill

2019-22

# Rose Hill City Council Packet



May 11, 2018

Rose Hill, City of  
Dillan Curtis  
125 W. Rosewood  
Rose Hill, KS 67133

Dear Dillan,

December 31, 2018 marks the end of your current agreement with us. Many cities have requested their agreements mid-year to assist with budgeting; at this time we would like to offer the opportunity to renew your agreement to continue with your perpetual sewer maintenance program. The new agreement will not be effective until January 1, 2019.

It has been a pleasure to serve you in the past and we look forward to doing business with you in the future. Included with this renewal is information to introduce new procedures and changes to the existing sewer maintenance programs we offer. The intent, as it has always been, is to provide the level of service you have come to expect of us.

We have reviewed our records over the last 17 years and found that 97% of the time the emergency calls we responded to were caused by an inherent defect in the system, severe untreated root infestation, excessive grease build-up and/or objects in the line that are not treatable sewage. In more recent years the introduction of "flushable wipes" to the market has been the cause of several backups as well as an increase in calls that resulted in the problem being in a residential/commercial line and not in the city main. These items have always been excluded regarding our guarantee and therefore, to eliminate confusion and as a cost-control measure we have eliminated the "guarantee" portion of our agreements. To compensate the removal of the guarantee from our agreements we have increased the standard complimentary CCTV inspection from 10% to 15% of lines cleaned in the current district.

The original intent of Mayer Specialty Services, LLC's sewer maintenance program guarantee was meant to guarantee that we are doing the work you hired us to complete. We made that verifiable by offering 10% CCTV inspection (at no charge to you) of random locations chosen by you of the lines cleaned in the current district, thus allowing you to view the lines we said we cleaned.

***The removal of the guarantee from our agreements will in no way change the way we approach maintenance cleaning, it has been removed simply to eliminate confusion.*** We will always be available for emergency services, 24 hours a day, 7 days a week and require on-call technicians to be on the road within one hour of your request for service. Pricing for emergency services and other available equipment can be found on page 7 of this agreement.

Please note the following items that will go into effect with all agreements beginning January 1, 2019.

1. The removal of the guarantee from our agreements.
2. An increase in the standard complimentary CCTV inspection to 15% of lines cleaned in the current district.
3. The sewer cleaning reports will be adjusted to include a column titled "Issue Y/N" in addition to the 0-5 number rating indicating the approximate quantity of roots, grease and debris found during the cleaning process. A "Yes" indicator in this column will include a more detailed description of the condition of the line at the time of cleaning.

We will continue to serve you to the best of our abilities; if you have any questions or requests please do not hesitate to contact us at 316-794-1165. Enclosed is a renewal agreement for the years 2019-22, if this meets with your approval please sign and return a copy of the agreement to our offices. You may keep the original in the booklet for future reference. We truly appreciate your business in the past, your continued interest in our products and services, and look forward to maintaining our status as one of your preferred providers.



## Who We Are

As a leader in the sewer utilities service trade since 2001 and a combined 100+ years industry-specific experience, our commitment to our customers is unmatched. We believe our service-oriented business approach is the reason for our continued success. Our team consists of skilled professionals who are focused on delivering quality and value. We are proud of our work and our upfront approach will leave you worry-free.

## Business Philosophy (Our 11 Commandments & pledge to you)

**The CUSTOMER is the most important person in our business.**

**The CUSTOMER is not dependent on us.....we are dependent on him.**

**The CUSTOMER is not an interruption of our work.....he is the purpose of it.**

**The CUSTOMER does us a favor when he calls.....we are not doing him a favor by serving him.**

**The CUSTOMER is a part of our business.....not an outsider.**

**The CUSTOMER is not a cold statistic....he is a flesh and blood human being with feelings and emotions like our own.**

**The CUSTOMER is not someone to argue or match wits with.**

**The CUSTOMER is a person who brings us his wants....it is our job to fill those wants.**

**The CUSTOMER is deserving of the most courteous and attentive treatment we can give him.**

**The CUSTOMER is the fellow that makes it possible to pay our salaries whether you are a field technician, office employee, salesman or manager.**

***The CUSTOMER is the life-blood of our business.***

## Methods & Procedures

### GENERAL:

All normal sanitary sewer maintenance cleaning is performed with a combination jet/vacuum removal truck. These trucks are equipped with high pressure/volume water pumps producing 2,000 psi water pressure and flow a volume of 65 gpm. The cleaning is performed through a 1" hose and various nozzles. The trucks are also equipped with a vacuum generating device that allows us to vacuum debris from the manhole with an 8" diameter vacuum tube. Although not included in the base maintenance cleaning structure, root saws, bucket machines and various other equipment and machinery are available and designed for heavy cleaning.

### SETUP & CLEANING:

- The combination truck is setup over the downstream manhole and the sewer cleaning hose, nozzle attached, is inserted into the upstream line where it enters the manhole. The nozzle/sewer cleaning hose is then jetted upstream to the next manhole.
- A debris catcher is placed in the downstream invert of each set-up manhole and left in place as the cleaning is being performed. If debris is so significant it cannot be caught in the debris catcher it will either be vacuumed from each set-up manhole (access permitting) or at a downstream manhole in the system.
- The proper water pressure is attained and the retraction of the nozzle/hose begins.
- The hose nozzle is retracted at a safe cleaning speed; if necessary, the vacuum generator is activated and debris is vacuumed into the debris tank.
- If a particular line section contains a more-than-normal amount of debris, step-cleaning may be required.

**NOTE: Normal maintenance cleaning is the cleaning of the flow line of the main in order to maintain flow throughout the collection system. By definition maintenance is to maintain or "keep something in working order." Although normal maintenance cleaning will remove some roots and grease build-up, it does not include the removal of massive root intrusions, excessive grease build-up or foreign objects introduced into the line. If these conditions exist additional charge heavy cleaning or root removal may be required and will be performed at the direction of the city. Please note that large diameter pipe with excessive debris will often require additional heavy cleaning.**

### TELEVISION INSPECTION:

Our sanitary sewer collection system maintenance programs include television inspection of 15% of the footage cleaned each year at no charge. Only lines cleaned in the current district are eligible for this free television inspection; the inspection must be used at the time of scheduled maintenance cleaning and will not be carried over for future use. While on site, cleaning & TV inspection outside the current cleaning district is available at the rates listed on the agreement page.

This free television inspection offers proof that we cleaned the lines as we said we would and more importantly it provides a visual picture of inherent defects in the system that may require immediate attention.

## City Responsibilities

1. Notify the community and affected homeowners of scheduled sewer cleaning.
  - a. MSS will provide bright yellow door hanger notices to the city, at no charge, for distribution in the cleaning area. It is the city's responsibility for the distribution of the door hangers. Please include a phone number (i.e. city hall) that residents can call if they have questions. Time and manpower permitting, we may be able to help with distribution for an additional \$.05 per lineal foot of the contract footage.
  - b. Upon request, we can provide a newspaper notice that you may have published.
  - c. Let us know if there is a particular area in the district that may require additional notification (school, nursing home, etc.)
2. Provide clean water for the jetting process and cleanup. Access to nearest fire hydrants or water source of clean potable water @ 200 gpm minimum.
3. Provide a dumpsite, within reasonable distance, for debris removed from the system.
4. Locate, uncover and exercise all manhole lids within the area to be cleaned, prior to our arrival. This includes removal of any trees, pavement or other obstacles that prohibit access to the manholes.
5. Any excavation, opening, back filling, and/or repair of sewers, and/or streets, required to remove MSS's equipment caught in the sewer pipe due to sewer defects.
6. Notify us AT THE TIME OF SCHEDULING of any additional work, i.e. lift station cleaning, additional cleaning outside of the scheduled district, television inspection beyond the 15%, root control application, heavy cleaning, etc. so we can schedule accordingly.
7. Be available via telephone and/or in person at the jobsite to answer questions/issues that a homeowner may have during the contract cleaning.
8. Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

**It is our goal to provide you with the best service available at a reasonable cost.**

**We are only able to do this with the cooperation of the city.**

## Blow-ups and Dry Traps

Mayer Specialty Services, LLC uses industry standard practices and procedures when cleaning sanitary sewers. With the use of industry standard practices and procedures and providing all lateral lines connected to the municipal sewer are properly vented, no “blow-ups” or “dry traps” will occur as the cleaning takes place.

### “Blow-Ups”

When air or sewage enters a residence or place of business through the sanitary sewer system during the sewer cleaning process, it is typically termed a “Blow-Up.” As the cleaning is in progress, air pressure is created in the line behind the cleaning nozzle. This air pressure seeks the path of least resistance and normally not only follows the municipal sewer line but also enters the lateral connections tied to the municipal line. *If these lateral connections are vented properly, the air escapes through the vents.*

- “Blow-Ups” that contain no sewage are an indication that the structure is not vented properly and the air pressure has blown the water out of the P-traps or the bowl of a stool.
- “Blow-Ups” that contain raw sewage are an indication that not only is the structure improperly vented but the lateral service line connecting the structure with the municipal sewer has a problem causing it to hold or pool raw sewage (usually a sag in the line) and the air pressure has pushed that raw sewage into the structure.

### “Dry Traps”

When a residence or place of business experiences an unpleasant odor during or after the sewer cleaning process, the typical cause is a “Dry Trap.” As the cleaning is in progress, along with the pressure created behind the cleaning nozzle, there is a partial vacuum created in front of the nozzle as it passes through the line. If a structure experiences an unpleasant odor during or after the sewer cleaning process, it is an indication that the structure is improperly vented and the partial vacuum has sucked the water out of the drain traps located within that structure. The odor can be eliminated by simply running or pouring water into each drain in the structure and thereby refilling the traps with a water-stop that blocks the odors from entering the structure.

The individual notices that are distributed explain this chance happening and offer suggestions to guard against this possibility. In the rare event that a residence or place of business experiences a blow-up or dry trap during the cleaning process, MSS crews will contact the city immediately.

## Emergency Services

All maintenance customers are given preference in emergency service situations. Phones are answered 24 hours a day, 7 days a week. The number to call for an emergency is 316-794-3780.

Emergency service calls to clear stoppages in lines is charged at the rate of \$150.00 per hour, shop to shop. Emergency service is defined as your request for immediate action from us and includes one sewer cleaner with one operator responding to your immediate request to clear a sewer main stoppage and restore flow.

City to provide access to all areas needed: manholes located, uncovered and exercised. Gates to lagoons/lift stations unlocked, city personnel to direct operator.

Emergency service requests requiring additional/different equipment/manpower shall be charged as follows:

EQUIPMENT REQUESTED	HOURLY RATE PER VEHICLE SHOP TO SHOP	
	Standard Service	Emergency Service
Sewer cleaner (with operator) • Standard water jet cleaning nozzles	\$125.00 per hr	\$150.00 per hr
Combination Jet/Vac truck (with operator) • Standard water jet cleaning nozzles • Standard 8" vacuum tubes	\$175.00 per hr	\$200.00 per hr
Easement machine with pick-up (with operator)	\$100.00 per hr	\$125.00 per hr
Tank water truck (with operator)	\$100.00 per hr	\$125.00 per hr
TV inspection vehicle (with operator) • Standard 6"-12" CCTV Equipment Mini-camera • At request only prior to mobilization	\$135.00 per hr	\$160.00 per hr
Confined space entry required (equipment and one laborer)	\$100.00 per hr	\$125.00 per hr
Additional laborer(s) each	\$45.00 per hr	\$60.00 per hr

**E.S. PER HR. CHARGES = WORK SCHEDULED AT YOUR REQUESTED TIME/DAY**

**STANDARD PER HR. CHARGES = WORK SCHEDULED AT OUR CONVENIENCE**

Special equipment (plugs, vacuum hose, pumps, large CCTV tractor, root cutting tools, etc.) and materials are available and can be quoted upon request and per situation.

**NOTE: If we are called out on an emergency service and no blockage exists in the city's line, emergency service charges will apply.**

## Reporting

Our sanitary sewer collection system maintenance programs include detailed reporting of the work completed. All reports are reviewed in-house and suggestions for repairs are included. This is provided to assist you in managing your system; giving you access to your collection system cleaning history and providing important record keeping that helps you stay in compliance with state and federal regulations.

Reports are provided in digital format. Maps, cleaning reports, television inspection videos and inspection reports are uploaded to a website and you will be notified by email that the files are available for download. Files larger than 4GB will be mailed on a DVD or flash drive. The electronic files will include:

- A map showing the line sections cleaned and televised each year
- Detailed cleaning reports
- TV inspection videos formatted for viewing and printing reports

There will be no need to purchase or download any software to receive your reports. Emergency service calls that include television inspection will be delivered in the same manner.

Electronic files allow for easy storage and sharing of data between departments and/or with your city engineer. Paper reports will not be shipped and the recipient will be responsible for download and storage of the reports. Upon request, paper reports can be generated and will be available for an additional \$50.00 per set.

## Unforeseeable Conditions

Maintenance cleaning projects and emergency service requests are conducted by Mayer Specialty Services, LLC (MSS) using industry standard cleaning procedures with trained and experienced crews. Except in the event of negligence on the part of MSS, MSS will not be held responsible for any damages to serviced property caused during, or as a result of, the cleaning process by reason of matters beyond MSS's control which will include, but not be limited to, inherent defects, pre-existing conditions or anything within the system that is not treatable as sewage. The city shall defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

## Arbitration

Any disputes regarding this agreement will be decided by arbitration (Construction Industry Arbitration Rules of the American Arbitration Association.)

# Rose Hill City Council Packet



## Sanitary Sewer Maintenance Cleaning/CCTV Inspection Agreement

### City of Rose Hill, KS

Mayer Specialty Services, LLC agrees to perform sanitary sewer maintenance line cleaning for the city as follows:

2019	Clean approx.	34,750	If	@	\$ .65	=	\$22,587.50
	Televise approx.	5,212	If	of cleaned lines			Included
2020	Clean approx.	34,750	If	@	\$ .67	=	\$23,282.50
	Televise approx.	5,212	If	of cleaned lines			included
2021	Clean approx.	34,750	If	@	\$ .69	=	\$23,977.50
	Televise approx.	5,212	If	of cleaned lines			included
2022	Clean approx.	34,750	If	@	\$ .71	=	\$24,672.50
	Televise approx.	5,212	If	of cleaned lines			

*Footages are approximations. Actual price will be computed utilizing the actual footage cleaned and the per-foot cleaning price. Per foot cleaning price may increase with rising fuel costs at the rate of 2% for every \$.25 of fuel cost increase above \$4.00 per gallon.*

- Additional footage may be cleaned at the same rate specified above.
- Additional footage may be televised at the price of \$.90 per lineal foot for lines cleaned in the district and \$1.61 per foot for non-cleaned lines if done during the same cleaning trip.
- Emergency service is available to maintenance customers with timely dispatch of equipment and personnel (see emergency service section in the proposal.)
- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Arbitration Rules of the American Arbitration Association.)

#### City responsibilities:

- Distribute individual notices to addresses in the affected areas.
- Provide clean water for the jetting process and cleanup.
- Locate, uncover & exercise all manhole lids & provide access for our cleaner to all locations within affected areas, prior to our arrival.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed from the system.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this Agreement.

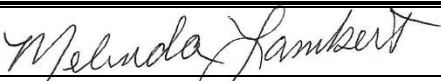
#### Term:

The term of this agreement is four years consisting of four annually renewable calendar periods each ending on December 31. This agreement begins January 1, 2019 and renews each January 1 thereafter through 2022. If approved, work will be performed when we are in the area. **This agreement may be terminated by either party with written notice given 30 days prior to termination.**

---

Mayer Specialty Services, LLC

---

  
Melinda Lambert – MSS authorized signature 5/11/2018

## ACCEPTANCE OF PROPOSAL & NOTICE TO PROCEED

---

Authorized signature, City of Rose Hill, KS

---

Printed signature name

---

Title

---

Date