

OSAWATOMIE CITY COUNCIL

AGENDA

February 27, 2014

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Debra Huss, Let There Be Light Fellowship
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. Approve February 27 Agenda
6. Presentations; Comments from the Public
 - A. Debra Huss, Let There Be Light Fellowship
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Public Hearing – None
8. Unfinished Business
 - A. City Manager’s Contract
 - B. Consideration of Council Vacancy
 - a. Report of Council Nominating Committee
 - b. Other Nominations
 - c. Election of New Council Member
9. New Business
 - A. Appointments – Public Safety Committee
 - B. Ordinance - Special Use Permit for 337 E. Pacific
 - C. Mosquito Fogger Purchase
10. Council Reports
11. Mayor’s Report
12. City Manager’s Report
13. Executive Session
14. Other Discussion/Motions
15. Adjournment

REGULAR MEETING – March 13, 2014

REGULAR MEETING – March 27, 2014

Employment Agreement

THIS EMPLOYMENT AGREEMENT (Agreement) made and entered into this 27th day of February, 2014, by and between the City of Osawatomie, Kansas, a municipal corporation existing under the laws of the State of Kansas and governed by the City Council, hereinafter referred to as "Employer," and Donald R. Cawby, hereinafter referred to as "Employee".

WHEREAS, the Employee was originally hired to serve as City Manager of the City of Osawatomie on August 11, 2011; and

WHEREAS, the Employee has continued to serve the City as City Manager from the date of his original employment; and

WHEREAS, the Employer and Employee wish to renew and extend the term and conditions of employee to a future date; and

WHEREAS, the Employer desires to continue to employ the services of the Employee as the City Manager of the City, subject to and upon the terms and provisions set forth in this Agreement; and

WHEREAS, the Employee has agreed to accept the employment as the City Manager of the City, subject to and upon the terms and provisions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, the Employer and Employee agree as follows:

- 1. Duties.** The Employer hereby employs the Employee as its City Manager to serve as the chief administrative officer for the City. Employee accepts and agrees to such employment, subject to the general supervision, advice and direction of the City Council on behalf of the Employer. The Employee shall be responsible to the City Council for proper administration of all affairs of the City under his jurisdiction and, to that end, he shall have the power and shall be required to perform the functions and duties set forth in City ordinances, resolutions and motions approved by the City Council.

 - a. Best Efforts.** Employee shall perform and have such other legally permissible and proper duties as the Employer shall assign to him. Employee agrees to perform faithfully, industriously and to the best of Employee's ability, experience and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer.
 - b. Work Schedule; Time Requirements.** It is recognized that the Employee must devote a great deal of time outside the normal office hours to do business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. Such duties shall be provided at such places as the needs, business and opportunities of the Employer may require during the term of this Agreement.
 - c. Conduct.** Employee shall, at all times during the term of this Agreement, conduct himself in such a manner as to reflect credit to the Employer and shall not do or perform any acts in his capacity as an employee of the Employer or in his personal affairs which may cause the Employer to suffer loss of reputation or embarrassment.

2. Term.

- a. The term of this Agreement shall be for an extended period commencing February 27, 2014 and ending December 31, 2016 (the "renewal term").
- b. On approval of this agreement Employee's previous agreement dated August of 2011, is hereby repealed and replaced by this agreement.
- c. The Employee agrees to remain in the exclusive employ of the Employer and neither to accept other employment nor to become employed by any other employer until date of termination. The term "employ" shall not be construed to include consulting, teaching, counseling or any other non-profit volunteering or personal hobbies performed on the Employee's time off, provided that it does not interfere with the Employee's duties and responsibilities as City Manager. Any such consultation, teaching, or counseling for which the employee receives compensation or reimbursement requires the prior approval of the Employer.
- d. At the expiration of the initial term hereof, this agreement shall be considered renewed for regular periods of one (1) year, provided neither party submits a written notice of termination to the other at least ninety (90) days prior to expiration.

3. Salary.

- a. Employee shall receive an annual salary of \$86,259.60, subject to mandatory deductions and withholdings as required by law, payable in accordance with the Employer's normal and usual payroll procedures, figured to and prorated for any partial employment period (the "Salary").
- ~~a.b.~~ On approval of this agreement by City and Employee, in addition to the annual salary stated in paragraph (a) above, Employee shall be paid a one time salary bonus of \$2,000.
- ~~b.c.~~ The Employer agrees to review the Salary and Benefits of the Employee at least annually.
- ~~c.d.~~ Employer agrees to increase the base salary of Employee in the same manner and at the same time as other department heads of the Employer unless otherwise increased as a result of a performance evaluation subject to the provisions of Section 4 of this Agreement.
- ~~d.e.~~ Employee shall be considered an "exempt" employee of the Employer for Fair Labor Standards Act purposes. Employee is employed as a salaried employee and shall not be entitled to hourly or overtime pay.

4. Annual Performance Evaluation. The Employer shall review and evaluate the performance of the Employee at least once annually. The review and evaluation shall be in accordance with specific criteria similar to the evaluations of other employees. The City Council will have a discussion with the Employee in Executive Session and give the Employee the opportunity for discussion of the evaluation. The Employer will provide the Employee an opportunity to address the City Council in Executive Session concerning the evaluation no less than one (1) day after and no more than three (3) weeks after the Employee's receipt of the evaluation.

5. Benefits. The Employee shall receive the following benefits for the term of this Agreement, figured to and prorated for any partial employment period as applicable and agreed to by the Employee and Employer (the "Benefits").

- a. **Vacation and Sick Leave.** The Employee shall be entitled to begin his employment with ten (10) days of vacation leave and eighty (80) hours of sick leave credited to his personal account.

Employee shall earn vacation at the rate of fifteen (15) days per year and sick leave at the rate earned by all employees of the Employer. The employee will be able to retain all credited and earned vacation leave from one year to another, but in no case shall vacation leave credited to the Employee's account be allowed to exceed 25 days. Vacation days shall be taken by Employee at reasonable times and upon reasonable notice. The Employee shall not utilize more than five (5) consecutive business days of vacation leave at any one time without prior consent of the Employer.

- b. **Holidays.** Employee shall be entitled to observe all Federal & State Holidays that are currently observed by the Employer and all other employees, including discretionary days if applicable.
- c. **Retirement.** The Employer agrees to provide coverage and pay required matching contributions for Employee under KPERS (Kansas Public Employees Retirement System).
- d. **Deferred Compensation.** The Employer agrees to pay ~~annual~~-deferred compensation in an amount equal to \$23,500.00 per year (the "Deferred Compensation") to the qualified deferred compensation fund or funds designated by Employee. Deferred compensation payments will be made as part of the employee's weekly paycheck, prorated for the annual amount. Payments for the increased amount resulting from this new employment agreement shall be effective on the first regular pay day occurring after the effective date of this agreement.
- e. **Health Insurance.** The Employee and his family will enjoy the same benefits as any other employee of Employer with regards to Health Insurance, subject to the terms and conditions as set forth in the Employer Personnel Policies. Employer agrees to immediately place the Employee, and his family if applicable, on the Employer's Health Insurance plan commencing the Employee's first day of employment with Employer.
- f. **Local Civic Clubs and Organizations.** The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations. Additionally, the City will pay the cost to provide to the -Employee one single membership -to the Osawatomie Municipal Golf course with cart and -the cost to provide the Employee with one O-Zone Family Membership.
- g. **Professional Development.** Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national and state associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Employer agrees to budget for and to pay for dues and registrations, travel and subsistence expenses of Employee for professional and official travel that are necessary for the Employee's professional development and to pursue necessary official functions of the Employer. Professional and official travel includes, but is not limited to, attending the following: the ICMA Annual Conference, League of Municipalities meetings, KACM conferences and seminars, other national, regional, state, and local governmental groups and committees in which Employee serves as a member. The Employer agrees that the cost of all such registrations or tuition, subsistence, and travel to attend professional development conferences and seminars (not to include official travel directed by the Employer or necessary to pursue the official functions of the Employer, such as League of Kansas Municipalities meetings) shall not exceed \$3,500 in a fiscal year.
- h. **Car Allowance.** The Employer shall pay to Employee a monthly car allowance (the "Car Allowance") of \$400.00, all subject to applicable deductions and withholdings as required by law. The Car Allowance shall pay any costs to purchase, operate, maintain, repair replace or insure the automobile or automobiles utilized by Employee for City business purposes. In addition to

the foregoing Car Allowance, Employer shall reimburse the Employee for mileage outside of Miami County, Kansas, on City business at the State of Kansas mileage reimbursement rate then in effect.

- i. Communication Devices.** Employer shall provide Employee with a laptop and appropriate software. The Employer shall also provide a cell phone stipend at the standardized rate for all employees of the Employer, but not less than \$75 per month, to allow for mobile communication by phone or email. The cell phone stipend will be subject to applicable deductions and withholdings as required by law.
- i. Relocation Expenses.** Employer shall reimburse the Employee for the costs of hiring a moving company or paying for the costs of packing or rental equipment, not to exceed \$2,500, for moving the Employee's permanent residence to the City.
- j. Miscellaneous Benefits.** In addition to the other provisions hereof, Employee shall be entitled to all benefits provided for other full-time employees of the Employer as included in the City of Osawatomie Personnel Policy in effect as of the date of this agreement and as it may be amended.
- k. Business Expenses; Reimbursement.** Certain expenses of a non-personal and job-related nature will necessarily be incurred by Employee in the performance of his duties. The Employer will pay or reimburse such business expenses and the City Clerk or other City employee authorized to make such reimbursements is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements or personal affidavits. Notwithstanding the foregoing, the Employee shall not incur expenses for which he seeks reimbursement from the City in any amount in excess of \$350.00 as to any occurrence of matter without prior written consent of the Mayor or acting Mayor in the absence of the Mayor.

6. Termination; Resignation; Severance Benefits.

- a. Termination for Cause.** The Employer may terminate Employee's employment at any time for cause. If Employee's employment is terminated for cause, then and in that event the Employer shall have no obligation to pay any Severance Benefits (as hereinafter defined). As used herein, the term "for cause" means:
 - i.** Employee is convicted of any felony or Class A or Class B misdemeanor, or similar offenses under Kansas or other laws, whether state or federal; or
 - ii.** The Employee is convicted of any illegal act involving personal gain to him or any other person, or a crime of dishonesty; or
 - iii.** Employee breaches, defaults, fails to fulfill, perform or observe, or otherwise violates any of the terms or provisions of this Agreement and any such non-fulfillment, non-performance, non-observance or other violation has not been remedied within ten (10) calendar days after receipt from the Employer of written notice of same (except for violations of paragraph 6.a.i and 6.a.ii for which no cure period is available).
- b. Termination Without Cause.** The Employer may terminate Employee's employment at any time without cause. In the event the Employee is terminated by the Employer before expiration of the Agreement or succeeding terms set forth in Paragraph 2, or the Employer decides not to extend this Agreement for a subsequent annual term, and during such time the Employee is willing and

able to perform his duties under this Agreement, then in that event the Employer agrees to pay the employee severance benefits as defined in this Agreement.

- i. In the event the Employer at any time during the term of this Agreement takes any of the following actions, the Employee may at his option, be deemed to be terminated without cause at the date of such reduction or the Employer's refusal to comply:
 1. Reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Employer,
 2. The Employer refuses, following written notice, to comply with any other provision benefitting the Employee herein, or
 3. The Employee resigns following a suggestion, whether formal or informal, by the Employer that he resign.
- c. **Resignation.** If Employee terminates this Agreement by voluntarily resigning as the City Manager of the City, Employee shall give the Employer a minimum of ninety (90) calendar days notice in advance unless the Employer otherwise agrees. If Employee voluntarily resigns, Employee shall not be entitled to severance benefits or any further compensation under this Agreement, from and after date of resignation.
- d. **Suspension.** The Employer may suspend the Employee, with or without pay, for just cause at any time during the term of this Agreement. The Employee shall be given written notice setting forth the reasons for the suspension. Suspension without pay with or without just cause for more than five (5) days in any twelve (12) month term of this Agreement shall be considered a reduction in salary under paragraph 6(b)(i)(1) of this Agreement.
- e. **Due Process Hearing.** If at any time during the term of the agreement the Employer suspends the Employee with or without pay and benefits, or terminates the employee for cause, the Employer agrees to give the Employee written notice of intent to suspend or terminate without cause or for cause. The notice of intent to suspend or terminate shall set forth the reasons or charges that are the basis for the proposed suspension or termination. Within five (5) days of the receipt of the written notice, the Employee may request a private or public hearing with the City Council on the reasons or charges that are the basis for the proposed suspension or termination. If requested by the employee, the hearing shall be conducted not less than five (5) days from the date of the Employee's request. If the Employee does not request a hearing within five (5) days, the suspension or termination will take effect on the sixth day, or upon a formal notice from the Employer of the waiving of the right to a hearing on the matter.
- f. **Death or Disability.** In the event Employee shall die or become disabled during the term of this Agreement, then and in such event, this Agreement shall automatically terminate as of such date. The Employer shall pay to Employee's legal representatives the Benefits, if any, then due and owing to Employee figured pro rata up to and including the date of death or disability. As used in this Agreement, the term "disability" shall have the meaning given such term in any disability insurance policy or policies covering the Employee if any such policy or policies is in force at the time a determination of disability is to be made. If no such policy is in force at such time, the term "disability" or "disabled" shall mean the physical or mental incapacity of the Employee which has prevented or will prevent such Employee from substantially performing the

usual duties of his employment with the Employer for a substantially continuous period of at least ninety (90) days. If there is any dispute as to whether the Employee is disabled (whether or not any disability policy is in force), the Employer and Employee shall mutually select a medical doctor duly licensed in the state of Kansas within fifteen (15) days of the date the issue of disability first arises. The medical doctor so selected shall then, within 30 days following his selection, make a determination as to whether the Employee is disabled. The decision of the medical doctor so selected shall be conclusive on all parties concerned. The cost and expense of the medical doctor so selected shall be borne by the Employer.

- g. Severance Benefits.** Severance benefits are defined to be all Salary and other Benefits afforded by this Agreement for a period of six (6) months following the date of termination without cause as defined above. Additionally Employee will be entitled to receive one (1) additional month of severance benefits as described in this paragraph for each year of service subsequent to August 11, 2011 up to a maximum of twelve (12) months of all severance benefits. During the payment of Severance, accrual of sick pay and vacation will cease. However, the Employer will continue to pay all required payments that normally accompany the payment of salary for an employee of the Employer, including, but not limited to health care insurance premiums and retirement, as both are defined in this Agreement, for a coverage period equal to the length of severance payments following termination. The Severance Benefits provided for in this paragraph shall be Employee's exclusive remedy and shall be considered liquidated damages.

7. Other Terms and Conditions of Employment.

- a. Personnel Policy.** The Employer's Personnel Policy as currently in effect, or as amended during the term of this Agreement, shall be applicable to Employee except to the extent of any inconsistency with any or the terms of this Agreement in which event the terms of this Agreement shall control.
- b. Residency.** Employee agrees to maintain a personal residency within the city limits of Osawatomie, Kansas within three (3) months of commencing employment with Employer.
- c. Other Terms and Conditions of Employment.** The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Osawatomie Charter or any other law.
- d. Conflict of Interest Prohibition.** The Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer, manager, member, shareholder or in any other individual or representative capacity, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any national stock exchange or in the over-the-counter market, without the prior written approval of the Employer. For and during the term of the Agreement, the Employee shall, except for a personal residence or residential property acquired or held for future use as the Employee's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of

the Employer. In addition, to the extent applicable, the provisions of any Code of Ethics or Code of Conduct established or approved by the Employer shall apply to the Employee.

e. Confidential Information.

- i. Employee recognizes that the Employer's business interests require a confidential relationship between the Employer and Employee and the fullest practical protection and confidential treatment of the Employer's financial data, writings and other knowledge of the city's business (all of which is collectively referred to as the "Confidential Information"), which may in whole or in part be conceived or learned of by Employee in the course of Employee's employment with the City.
- ii. Employee agrees to keep secret and to keep confidential all of the Employer's Confidential Information, both during and after the termination of Employee's employment with the City. Employee further covenants and agrees not to use or aid others in learning of or using any of the Employer's Confidential Information except in the faithful performance of Employee's duties for the City.

8. General Provisions.

- a. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.
- b. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas. Venue shall lie exclusively in Miami County, Kansas.
- c. **Severability.** In the event anyone or more of the sections, provisions or clauses contained herein shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- d. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings, whether written or oral, between the Employer and the Employee concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- e. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Employee and the duly authorized representative of the Employer.
- f. **Effective Date.** This Agreement shall be and become in full force and effect as of the Effective Date upon the adoption and approval of the City Council, and the execution and delivery hereof by the authorized officer of the Employer and the Employee.
- g. **Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

9. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Employee, his heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, effective the Effective Date.

EMPLOYER

CITY OF OSAWATOMIE, KANSAS

L. MARK GOVEA, Mayor

Date

EMPLOYEE

DONALD R. CAWBY, City Manager

Date



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 27, 2014

AGENDA ITEM: Filling Council Vacancy

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the February 13, 2014, the Mayor notified the Council of the present vacancy and notified the Council that the Nominating Committee would meet and provide a recommendation to the full Council at the February 27 meeting.

As outlined in City Code, the Nominating Committee is to seek out candidates and to make a recommendation within 40 days of the Mayor's notification. Individual Councilmembers may also nominate individuals for the vacant position. Once nominations are complete, a majority of the Council will have to elect a successor. The successor will complete the remainder of the term of the councilmember that resigned.

COUNCIL ACTION NEEDED: Receive the nomination(s) from the Nominating Committee. If moving forward with filling the vacancy, the Council should receive all nominations and then vote for the successor. A majority of the remaining Council will have to approve the eventual successor. The Mayor does not have a vote.

STAFF RECOMMENDATION TO COUNCIL: Should there be more than two nominations, staff would recommend dropping the person receiving the lowest vote and continue through that process until a majority elects a successor.

the third Thursday of those months. (K.S.A. 14-111; Ord. 3583, Sec. 1; Code 2008)

1-204. SAME; QUORUM. In all cases, it shall require a majority of the council members-elect to constitute a quorum to do business. (K.S.A. 14-111; Ord. 3266, Sec. 9; Code 2008)

1-205. POWERS OF THE MAYOR. The mayor shall preside at all meetings of the governing body. The mayor shall have the tie-breaking vote on all questions when the members present are equally divided. The mayor shall:

- (a) Take care that the ordinances of the city are complied with;
- (b) Sign the commissions and appointments of all officers elected or appointed;
- (c) Endorse the approval of the governing body on all official bonds;
- (d) From time to time communicate to the city council such information and recommend such measures as he or she may deem advisable;
- (e) Have the power to approve or veto any ordinance as the laws of the state shall prescribe; (K.S.A. 14-301:305; Ord. 3266, Sec. 5; Code 2008)

1-206. PRESIDENT OF THE COUNCIL. The city council shall elect one of its own body as president of the council. The president of the council shall preside at all meetings of the council in the absence of the mayor. In the absence of both the mayor and the president of the council, the council shall elect one of its members as "acting president of the council." The president and acting president, when occupying the place of mayor, shall have the same privileges as other council members but shall exercise no veto. (K.S.A. 14-208, 14-308, 12-2003; Ord. 3266, Sec. 6; Code 2008)

1-207. VACANCIES IN GOVERNING BODY; HOW FILLED. A vacancy occurring in the office of a City Council member, whether such vacancy occurs by reason of the removal of the council member from their ward or by reason of their death, resignation, failure of the council member to qualify for office, or the disqualification of a council member from holding such office, shall be filled by an election held among the remaining members of the City Council. Whenever such vacancy occurs in the office of a City Council member, the Mayor shall at a regular or special meeting of the Council inform the Council of the vacancy and form a nominating committee, composed of the Mayor, the President of the Council, and the council member remaining in the ward affected to seek out candidate(s) from the ward affected to fill such vacancy. Within forty (40) days of the Mayor informing the Council of a vacancy, the nominating committee shall recommend candidate(s) to the Council. Individual Council members may also recommend candidates to fill such vacancy. Following receipt of the recommendation of the nominating committee at a regular meeting of the Council or at a special meeting duly called for the purpose of filling such vacancy, the Council may by motion nominate a person or persons for consideration of the Council. Any successor in office elected by the Council to fill such vacancy must be elected by a majority of the remaining elected council members of said City. (Ord. 3605, Sec. 1; Code 2008)

ADVISORY BOARDS
EXPIRED TERMS & VACANCIES
 December 31, 2013

February 27, 2014 mtg		Current	Applied
Historic Preservation Committee	2014	_____	
Library Advisory Board	2015	_____	
	2016	_____	
	2017	_____	
	2018	Steve Clark	
terms end 4/30/14	2018	Jan Sanders; meets term limit	
Public Housing Authority	2017	_____	
Public Safety Committee			
	year		
Ward 1	_____	_____	Richard Canon III
Ward 2	_____	_____	Will Cutburth I
Ward 3	_____	_____	Ben Maimer I
Ward 4	_____	_____	Jim Mitzner II
at large	_____	_____	Danessa Mitzner III
			Mike Moon II
			John Wastlund IV
	<i>2 members - 2014</i>		
	<i>3 members - 2015</i>		

BOARDS, COMMISSIONS & COMMITTEES

February 27, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

as necessary
 2-year term, 5 members (two full-term limit) (A-C odd yrs & D&E even)
 Resolution No. 666 (2013)

A.	Akes	Cami	05/23/13	1/23/14	12/31/15
B.	Burchett	Kari	05/23/13	1/23/14	12/31/15
C.	Madden	Blake	05/23/13	1/23/14	12/31/15
D.	Macek	Dan	05/23/13	---	12/31/14
E.	Moon	Mike	05/23/13	---	12/31/14

Standing Members: Superintendent of USD #367
 City Manager *standing members shall not serve as an officers*
 Liaison: Ted Hunter appointed 4/11/13
 Ex Officio: Osawatomie Chamber of Commerce Executive Director
 Miami County Economic Development Director

	location	representative
4-year term, 7 members (two full-term limit)		
B.	service commercial business sector	Osawatomie no requirement
C.	industrial, manufacturing, real estate, tourism, or property development business sector	City resident <i>OR</i> no requirement
D.	Chamber of Commerce member	within USD #367 owner / managing executive
E.	citizen	Osawatomie City resident

GOLF COURSE ADVISORY BOARD TO THE CITY MANAGER

as needed, Golf Course
 1-year term, 5 members from membership & patrons (*appointed* by City Manager)
 Resolution No. 546 (2006)

1	Rick Anderson	12/31/14
2	Flo Brewer	12/31/14
3	Mike Brewer	12/31/14
4	John David Cole	12/31/14
5	Alan Haag	12/31/14

Ex Officio: Director of Golf
 City Manager
 Mayor
 ~ Osawatomie Golf Association

BOARDS, COMMISSIONS & COMMITTEES

February 27, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

HISTORIC PRESERVATION

as necessary
 3-year term, 5 members (two full-term limit)
 Resolution No. 665 (2013)

		---	---	12/31/14
Case	Lewis	1/23/14	---	12/31/16
King	Brian	1/23/14	---	12/31/15
Perry	Amanda	1/23/14	---	12/31/15
Sharp	Phyllis	1/23/14	---	12/31/16

Liaisons: Karen LaDuex appointed 4/11/13
 Ex Officio: City Manager

LIBRARY ADVISORY BOARD

K.S.A. 12-1222 et al., Resolution No. 617 (2009)

Clark	Steve	07/12/12	---	4/30/14
	<i>Beth King</i>	---	---	4/30/17
Govea	Cindy	05/09/13	---	4/30/17
Sanders	Jan	04/13/06	4/8/10 & 5/13/10	4/30/14
			meets term limit	
	<i>Anita Sims</i>	---	---	4/30/15
	<i>DuWayne Tewes</i>	---	---	4/30/16
Wilson	Jamie	03/14/13	---	4/30/16

Liaison: Karen LaDuex appointed 4/11/13
 Ex Officio: Mayor

BOARDS, COMMISSIONS & COMMITTEES

February 27, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

PARKS & RECREATION COMMITTEE

2nd Wednesday, 5:30 p.m., Library Basement
 2-year term, 6 members (two full-term limit)
 City Code 12-904 (2012)

Callahan	Kelly	02/09/12	5/9/2013 *	12/31/14
Carter	Sara	02/13/14	---	12/31/14
Farley	Lisa	09/13/12	01/23/14	12/31/15
Harper	Kenneth	02/09/12	5/9/2013 *	12/31/14
Johnson	Amy	02/13/14	---	12/31/15
Mitzner	Jim	01/23/14	---	12/31/15

* for 12/31/12

Liaison & Voting Member:

Nick Hampson appointed 4/11/13

Ex Officio: Recreation Director

PLANNING COMMISSION

as requested, Memorial Hall *Chairman ** Vice-Chairman
 3-year term, 5 members (two full-term limit)
 K.S.A. 12-741 et seq., City Code 16-101

Anderson	Terry	05/09/13	---	12/13/15
Burgin	Tom	02/09/12	---	12/31/14
Gorman	** Mike	12/09/10	2/13/14	12/31/16
Madden	Blake	01/23/14		12/13/16
Mitzner	Jim	02/09/12	---	12/31/14

Liaison: none per KSA

Ex Officio: City Manager, Building Official, Mayor

BOARD OF ZONING APPEALS

as requested, Memorial Hall *Chairman ** Vice-Chairman
 3-year term, 5 members (two full-term limit)
 Planning Commission members serve as the BZA, K.S.A. 12-759 ET SEQ., City Code 16-105

Anderson	Terry	05/09/13	---	12/31/15
Burgin	Tom	02/09/12	---	12/31/14
Gorman	** Mike	12/09/10	2/13/14	12/31/16
Madden	Blake	01/23/14	---	12/31/16
Mitzner	Jim	02/09/12	---	12/31/14

BOARDS, COMMISSIONS & COMMITTEES

February 27, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

PUBLIC HOUSING AUTHORITY

as needed
4-year term, 5 members
Resolution No. 68 (1974)

		---	---	12/31/13
Maimer	Ben	06/09/11	12/31/2014 *	12/31/16
Mitzner	Jim	01/23/14	---	12/31/15
Ratley	Larry	06/09/11	---	12/31/14
Singer	Doug	06/09/11	---	12/31/15

* for 12/31/12

Liaison: Ted Hunter appointed 4/11/13
Ex Officio: Mayor

PUBLIC SAFETY COMMITTEE

		---	---	12/31/14
		---	---	12/31/14
		---	---	12/31/15
		---	---	12/31/15
		---	---	12/31/15

Standing members:

USD #367 Superintendnt or designee
Osawatomie State Hospital Superintendent or designee

Liaison: Tamara Maichel 4/11/13
Ex Officio: Chief of Police
 Chief of Fire Department

BOARDS, COMMISSIONS & COMMITTEES

February 27, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

TOURISM COMMITTEE

4th Thursday, 5:30 p.m., Memorial Hall

2-year term, 5 members (resident, property owner, own operate a retail storefront business)

Charter Ordinance No. 15 (2013)

Resolution No. 669 (2013)

King	Brian	1/23/14	---	12/31/15
Maimer	Ben	1/23/14	---	12/31/15
McDougal	Marti	2/13/14	---	12/31/14
Perry	Amanda	2/13/14	---	12/31/15
Perry	Travis	1/23/14	---	12/31/14

Liaison:

Ex Officio: City Manager
 COC Execturive Director

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Richard Canyon Home Phone: _____
Address: 509 16th Cell Phone: _____
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie KS 66064 Email: _____
Place of Employment: RETIRED Position: _____
Product or service rendered by employer: _____
Brief description of job duties/responsibilities: _____

Spouse's place of employment: HCMC Position: RECORDS
Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
POLICE COMMITTEE BOARD

Why do you wish to serve in this position? _____

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: _____

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: _____

Signature: _____ Date: 2-13-14

PLEASE RETURN TO CITY CLERK

439 Main Street PO Box 37, Osawatomie, KS 66064 cityclerk@osawatomiaks.org

--- OFFICE USE ONLY ---			
Received: <u>2-13-14 4:05</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>2-13-14</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

Name: Will Cutburth Home Phone: [REDACTED]
Address: 321 Carr Ave Cell Phone: same
Mailing Address (if different): _____ Work Phone: N/A
City, State, Zip: Osawatomie, KS 66064 Email: [REDACTED]
Place of Employment: Retired Military Position: N/A
Product or service rendered by employer: N/A
Brief description of job duties/responsibilities: N/A

Spouse's place of employment: USD 288 Position: Elementary Educator
Product or Service rendered by spouse's employer: 4th grade teacher

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
(1) Economic & Community Development (2) Public Safety Committee [IF/WHEN ordinance passed]

Why do you wish to serve in this position? I want to help flesh out all the details in matters of public policy. I have a drive to get to the root of the problems or obstacles. I want nothing but the best answers for Councilmembers to make clear and concise decisions. I want to help move the City of Osawatomie forward to a safe and prosperous future.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: NO

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: NO

[REDACTED SIGNATURE]

5/17/2013

Signature

Date

PLEASE RETURN TO CITY CLERK


439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

Public Service Application

City of Osawatomi, KS

Name: Benjamin C. Maimer Home Phone: 
Address: 220 Main Cell Phone: _____
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomi, Kansas 6604 Email: _____
Place of Employment: Retired Position: _____
Product or service rendered by employer: N/A
Brief description of job duties/responsibilities: N/A
N/A
Spouse's place of employment: N/A Position: _____
Product or Service rendered by spouse's employer: N/A

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Public Safety Advisory Bd. — ECON Development Advisory Bd.
Why do you wish to serve in this position? (to help promote the best interests
of the Osawatomi Community and it's people) and also
The Tourism Bd.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: City Councilman 1 1/2 yrs. the above mentioned
Boards for many years

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: No


Signature




5-31-2013
Date

PLEASE RETURN TO CITY CLERK

Public Service Application

City of Osawatomie, KS

(one application per committee)

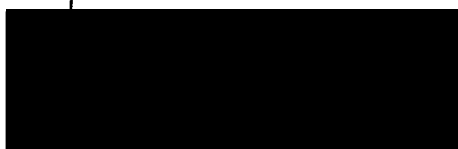
Name: Danessa Mitzner Home Phone: 
Address: 733 Pacific Ave. Cell Phone: Same
Mailing Address (if different): _____ Work Phone: 
City, State, Zip: 733 Pacific Osaw. KS 66064 Email: 
Place of Employment: Sprint Position: Benefits Program Mgr./HR
Product or service rendered by employer: Telecommunications
Brief description of job duties/responsibilities: Management of medical/prescription health plans, issue resolution, contract negotiations, etc.
Spouse's place of employment: Taylor Forge Position: Oven Operator
Product or Service rendered by spouse's employer: Boilermakers

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Public Service Committee (Public Safety)

Why do you wish to serve in this position? would like to become more involved in being a part of awareness/decision making for the community.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain:
No



2/11/14
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

--- OFFICE USE ONLY ---		
Received: <u>2-11-14</u>	Council Approval Date: _____	Letter of Approval: _____
Scanned: <u>2-11-14</u>	Term Expiration Date: _____	Letter of Non-Approval: _____

Public Service Application

City of Osawatomi, KS

Name: Jim Mitzner Home Phone: [REDACTED]
Address: 1504 Parker Cell Phone: [REDACTED]
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomi KS 66064 Email: [REDACTED]
Place of Employment: Self Position: _____
Product or service rendered by employer: Rental Housing
Brief description of job duties/responsibilities: _____

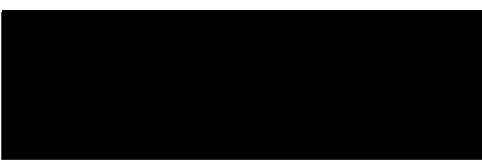
Spouse's place of employment: Self Position: Staffing Coordinator
Product or Service rendered by spouse's employer: Supply health care Staffing in the Los Angeles area.

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Public Safety Committee

Why do you wish to serve in this position? I believe I can bring knowledge and experience in Public Safety issues with my 12 years of law enforcement background, and also with being on the Police and Fire Advisory Board in the past.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: Police & Fire Advisory Board, Public Housing, Planning & Zoning

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: No



1-27-14
Date

PLEASE RETURN TO CITY CLERK

439 Main Street PO Box 37, Osawatomi, KS 66064 cityclerk@osawatomi.ks.org

[G: COUNCILBOARDS CC.Public Service App.2012]

12/19/2012

Received - 1/27/14 L.U.
Scanned -

Council Approval Date:
Term Exp. Date:

Letter of Approval:
Non-approval:

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: MIKE MOON Home Phone: _____
Address: 111 ROHRER HTS Cell Phone: _____
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: OSAWATOMIE, KS 66064 Email: _____
Place of Employment: MOON'S Position: OWNER
Product or service rendered by employer: GROCERIES
Brief description of job duties/responsibilities: _____

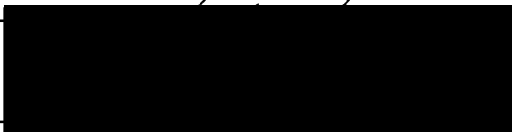
Spouse's place of employment: SAME Position: BOOKKEEPER
Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
PUBLIC SAFETY

Why do you wish to serve in this position? CONTINUE A PREVIOUS MY SERVICE TO THIS BOARD. SERVED AS LIASON WHILE COUNCILMAN

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: CITY COUNCIL . COMMUNITY + ECON DEVELOPMENT

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain:
WE SELL GOODS TO SEVERAL CITY DEPARTMENTS.

 _____
Signature Date 2/13/14

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

--- OFFICE USE ONLY ---			
Received: <u>2-13-14</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>2-13-14 4:10pm</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: John T. Wastlund Home Phone: None
Address: 1145 5th Street Cell Phone: [REDACTED]
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie, KS 66064 Email: [REDACTED]
Place of Employment: Osawatomie Wesleyan Church Position: Pastor
Product or service rendered by employer: Religious
Brief description of job duties/responsibilities: _____
I preach and teach in a small Church. Lead small group meetings with all ages
Spouse's place of employment: Olathe Medical Center Position: Insurance Verification
Product or Service rendered by spouse's employer: _____
Works to verify insurance and coverage.

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Why do you wish to serve in this position? To be in areas of the City community that may be of help.

Also, I was asked to take part.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: _____

No

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain:

No

[REDACTED]
/ Signature

2/12/2014
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

--- OFFICE USE ONLY ---

Received: 2-13-14

Council Approval Date: _____

Letter of Approval _____

Scanned: 2-13-14

Term Expiration Date: _____

Letter of Non-Approval _____

Public Service Application

City of Osawatomie, KS

Full Name: Rodney Cunningham

Maiden: -

Address: 1112 Chestnut

*S.S.#: [REDACTED]

Mailing Address (if different): _____

*D.O.B.: [REDACTED]

City, State, Zip: Osawatomie, KS 66064

Home #: [REDACTED]

Cell #: [REDACTED]

Work #: _____

Email: [REDACTED]

Place of Employment: Apple Bus

Position: Driver & mechanic

Product or service rendered by employer: _____

Brief description of job duties/responsibilities: _____

Spouse's place of employment: Apple Bus

Position: MD

Product or service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed: _____

Public Safety Committee

Why do you wish to serve in this position? _____

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: _____

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: NO

*It is the policy of the City of Osawatomie to conduct criminal background checks on all potential applicants for the PUBLIC SAFETY COMMITTEE. Appointments to the committee is contingent on the results of such checks. In order to conduct the check, a birthdate and social security number is required. By signing below, I understand that the above information I have voluntarily provided to be used solely for the purpose of the background check.

[REDACTED]
Signature

2-14-14
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

---OFFICE USE ONLY---

Received: 2-14-14
Scanned: 2-14-14

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval: _____
Letter of Non-Approval: _____



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 27, 2014

AGENDA ITEM: **Special Use Permit – 337 E. Pacific**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The owner of 337 E. Pacific, John Klein, requested the rezoning of the eastern half of this property from R2 (Medium Density Residential) to GB (General Business). The rezoning would be conditional on a lot split between the two properties being filed and completed by the owner upon conditional approval of the zoning change.

The Osawatomie Planning Commission held a public hearing on this proposed rezoning request on February 5, 2014. Only Mr. Klein appeared at the hearing. The Commission received one letter in opposition to the rezoning request based upon traffic and complaints about how the property was kept in the past.

The Commission discussed issues involved with the rezoning and subsequent split, including:

1. Once split, the eastern half of the property would not have access to a public right of way and would only have access through an easement agreement with the property owner to the north (which the owner currently has).
2. If split without rezoning, the lot will create a legal non-conforming use, because an accessory building will exist on a lot without a primary structure.
3. If rezoned, the property would be a stand-alone zoning area, surrounded by R2 zoning.
4. The only access to the property would be through an R2 zoned neighborhood.
5. Changing the zoning would allow a general retail use in perpetuity.

Questions posed by staff and considered by the Commission were:

1. Would an industrial zoning be more appropriate and better suited?
2. Could the properties be split only and not rezoned and then a special use permit be issued for the eastern lot of the current property?
3. Could the properties be maintained as is through a private agreement?

Mr. Klein indicated that he would only use the property for storage of surplus items for his business that has as storefront on 6th Street.

Many of the Commissioners expressed reservations about approving a zoning district change since the property was not adjacent to other commercial property and the only access to the property is through several blocks of residential neighborhoods.

After consultation with Scott Michie, the City's on-call planner, he advised that a Special Use Permit could be issued in lieu of a rezoning, if the Planning Commission deemed such an action to be a better solution than a full rezoning. *It should be noted that the Special Use Permit process is identical to the rezoning process and all the same individuals are notified and all of the same publications are provided.*

After the hearing, the Planning Commission recommended, without dissent, the issuance of a Special Use Permit to affirm the continued use of the garage as a storage building to support the commercial business, subject to the execution of the lot split. The Special Use Permit would be issued to Mr. Klein for his use and would not be transferable with the property. Mr. Klein was advised that this might affect his ability to sell the property as is and he indicated he understood and agreed.

No protest was filed during the 14-day protest period following the decision of the Planning Commission.

COUNCIL ACTION NEEDED: The City Council must pass the attached ordinance in order to approve the special use permit.

STAFF RECOMMENDATION TO COUNCIL: Approve the ordinance in support of the Planning Commission's recommendation.

ORDINANCE NO. ____

AN ORDINANCE PERTAINING TO THE ISSUANCE OF A SPECIAL USE PERMIT TO CONTINUE THE EXISTING LEGAL USE OF A BUILDING FOR COMMERCIAL STORAGE IN A R-1 RESIDENTIAL – LOW DENSITY DISTRICT.

WHEREAS, John Klein currently utilizes an accessory structure to his home located at 337 E. Pacific, Osawatomie, Kansas, for storage of utility equipment related to his home and commercial utilities-related business, and

WHEREAS, such use is a legal conforming use of the property, and

WHEREAS, John Klein has the need to split the property so that the accessory structure and home are located on separate parcels, and to do so would constitute a legal non-conforming continued use of the property, and

WHEREAS, John Klein requested a rezoning of his property from R-1 (Residential – Low Density District) to GB (General Business District), subject to the approval of a lot split to be subsequently filed on the property which would separate the accessory structure from the garage, and

WHEREAS, the request was made subject to an approved lot split to be subsequently filed on the property which would separate the home from the garage, and

WHEREAS, the Osawatomie Planning Commission held a public hearing on the proposed rezoning on February 5, 2014, in accordance with City and State zoning laws, and

WHEREAS, the Planning Commission did not recommend rezoning of the property, but instead as is legally proper, recommended approval of a Special Use Permit, with the following conditions, to affirm the continued use of the legal non-conforming use of the property after the execution of a lot split.

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

SECTION ONE: A special use permit is granted to John Klein to affirm the continued use of a current accessory building at 337 E. Pacific, Osawatomie, Kansas, for storage related to his heating and air conditioning business, which is currently a legal conforming use but will become a legal non-conforming use with the issuance of a subsequent lot split. The special use permit is subject to the following conditions:

1. The Special Use Permit shall be issued to John Klein, not the property. At any time should John Klein discontinue use of the property as a storage facility to support his primary heating and air conditioning business, or would close, move, or sell the property to another individual, the special use permit shall be void and non-transferable.
2. The Special Use Permit shall be in effect only upon approval of a lot split by the City of Osawatomie and the proper filing of the split with the Miami County Register of Deeds, which would place the accessory structure on its own parcel apart from the primary structure currently located on the same parcel.

SECTION TWO: The special use permit will be operated on the applicable portion of the following described real estate as approved by the subsequent lot split, situated in Osawatomie, Miami County, Kansas, to-wit:

Beginning at the Northeast corner of Lot 1, Block 6, Youmans Addition to the City of Osawatomie, Miami County, Kansas, thence East 219 feet, thence Southwesterly 145 feet, thence Southwesterly 210 feet, thence North 223 feet to the point of beginning, being a part of Section 11, Township 18, Range 22, subject to any part thereof in roads.

SECTION THREE: This ordinance shall take effect and be in force from and after its passage and one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Miami County, Kansas, a majority being in favor thereof, this 27th day of February, 2014.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk



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

To: All Property Owners Within 200 feet of Land or Lot Requested for Rezoning

From: Ted Bartlett; Building Official, City of Osawatomie

Re: Rezoning Application for (East section of 337 E. Pacific)

Date: January 8, 2014

You are receiving this letter as a result of your proximity to a piece of property that the owner has requested rezoning of. The property owner, John Klein is requesting a piece of property (337 E. Pacific, Osawatomie, KS 66064 to be rezoned from R2 (Medium Density) to GB (General Business). A public hearing will be held on February 5, 2014 @ 7:00 p.m. at Memorial Hall in Osawatomie, Kansas. Memorial Hall is located at 411 11th Street.

Enclosed in this letter is a map showing the subject property as well as a copy of the public hearing notice that will be placed in the Osawatomie Graphic on January 15, 2014. A full legal description of the property is included in the public hearing notice and is available for inspection at City Hall. If you wish to comment, you may submit them in writing to City Hall or attend the public hearing as discussed above.

Should you have any questions, you may contact us at (913)755-2148.

PUBLIC HEARING

(Published in the Osawatomie Graphic, January 15, 2014)

OSAWATOMIE PLANNING COMMISSION

(February 5, 2014)

The Osawatomie Planning Commission will hold a public hearing Wednesday, Feb 5, 2014 at 7:00 p.m. at Memorial Hall, 411 11th Street, Osawatomie, Kansas. The purpose of the meeting is to consider a Rezoning Application that has been filed for property located at 337 East Pacific Street Osawatomie, Kansas 66064: "Beginning at the Northeast Corner of Lot 1, Block 6, Youmans Addition to the City of Osawatomie, Miami County, Kansas, thence North 223 feet to the point of beginning, being a part of Section 11, Township 18, Range 22, subject to any part thereof in road." The purpose of the rezoning application is to rezone the above described property from R-2 (Medium Density District) to GB (General Business District). Those who wish to comment are urged to attend the hearing or may submit comments in writing to the City of Osawatomie Planning & Zoning Office, 439 Main; Osawatomie, KS. 66064, prior to the meeting.

AFFIDAVIT OF PUBLICATION

Miami County Newspapers, 121 S Pearl St, Paola, KS 66071

Reference: 103172
Ad ID: 6188715

P.O. :
DESC. : rezoning application

ANN ELMQUIST
CITY OF OSAWATOMIE
PO Box 37
OSAWATOMIE, KS 66064

Osawatomie Graphic

State of Kansas, Miami County, ss:

The undersigned, being first duly sworn under oath, deposes and states that he/she is affiliated with the Osawatomie Graphic, 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 50 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 attached notice; and that said newspaper has been entered at the post office of publication, Osawatomie, Kansas, 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: 01/15/14 to 01/15/14
Appearances: 1
AD SPACE: 101
TOTAL COST: \$58.62

(Signed) *Jane Hines*

Subscribed and sworn before me this
15 day of Jan 2014

Mary K Callaway Notary Public

MARY K. CALLAWAY
Notary Public - State of Kansas
My Appt. Expires 5-25-14

My Commission Expires: 5-25-14

(Published in the
Osawatomie Graphic,
January 15, 2014)
PUBLIC HEARING
OSAWATOMIE
PLANNING
COMMISSION
(February 5, 2014)

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Miami County GIS



Legend

-  Parcels - October 201
-  Lot Lines
-  Roads



1 inch = 50 feet

Parcel Data Date:
Oct. 2013

This property ownership map is for tax purposes only. It is not intended for conveyances, nor is it a legal survey.



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

ZONING CHANGE APPLICATION

OSAWATOMIE PLANNING AND ZONING

DATE OF FILING 11/18/2013
OWNERS NAME Johan M. Kleh ADDRESS 337 East Pacific
AUTHORIZED OF AGENT _____ ADDRESS _____
REQUEST BY _____ ADDRESS _____
PROPERTY ADDRESS 337 East Pacific
PHONE NUMBER (913) 731-0459
ZONING DISTRICT R-2 CHANGED ZONING DISTRICT GB

LEGAL DESCRIPTION

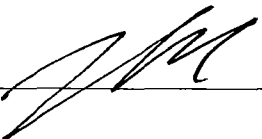
STATEMENT OF THE REASONS WHY REZONING IS BEING REQUESTED

Application: <u>0-5 acres</u>	\$250.00 + Publication & Mailing Cost	_____ Acres
5.1-50 acres	\$300.00 + Publication & Mailing Cost	_____ Acres
50.1 and up	\$400.00 + Publication & Mailing Cost	_____ Acres

Certified list of all property owners and address within 200 feet within City Limits and 1000 feet within Growth Area from a title company.

All property owners within 200 feet or 1000 feet, which ever applies, of your property will be notified by certified mail.

The City will handle the publication and mail the certified letters within three days of publication.

Signature 

Date 11/18/2013

Don Cawby
City Manager
P.O. Box 37
Osawatomie, Kansas 66064.

Accom. pt.

EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES

This Easement made this 20 day of September, 2000, by Shirley R. Morehead, formerly Shirley R. Cherry, a single person,

The undersigned does hereby grant and establish an easement for ingress and egress and for utility purposes, over and across vacated Pacific Avenue as is located adjoining the following described tract on the north:

Beginning at the Northeast corner of Lot 1, Block 6, Youmans Addition to the City of Osawatomic, Miami County, Kansas, thence East 219 feet, thence Southwesterly 145 feet, thence Southwesterly 210 feet, thence North 223 feet to the point of beginning, being a part of Section 11, Township 18, Range 22, subject to any part thereof in roads.

said easement for ingress and egress and utility purposes to be granted to John M. Klein, who is the owner of the tract described above, and to his heirs, assigns, or successors in title, for the benefit of said tract of land.

Maintenance of said ingress and egress road shall be shared by all parties using said road. This easement shall be binding on all current or future owners and shall run with the property.

Witness our hands the date above stated.

Shirley R. Morehead
Shirley R. Morehead

STATE OF KANSAS, COUNTY OF MIAMI, SS:

Subscribed and sworn to before me this 20th day of September, 2000, by Shirley R. Morehead, formerly Shirley R. Cherry, a single person.

Helen K. Tagler
Notary Public

Term expires: May 26, 2002



STATE OF KANSAS ss No 429
MIAMI COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD
ON THE 21st DAY OF Sept A.D.
2000 AT 10:35 O'CLOCK P.M. AND
RECORDED IN BOOK 504 PAGE 341

Katie Harek
REGISTER OF DEEDS
BY Jay C. Haler 0.00(c)
Deputy
(Metc)

504/341



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 27, 2014

AGENDA ITEM: Mosquito Fogger

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the end of last season, the transistor that regulates the pump went out on our 20-year old mosquito fogger. The company that made our fogger, Leco, has been out of business for about 15 years and parts are nonexistent. Bill Roseberry checked for a replacement pump but as we investigated getting it fixed, we would have to rig up the unit so that we would eliminate the electronic read-out on the feed rate in the cab. We knew that it might not pass state inspections and we wouldn't want that kind of liability. So, we decided to investigate purchasing a new unit, especially with the age of ours.

Over the winter, Bill looked at several different units and came back with three options all from Van Diest. Bill would prefer staying with Van Diest as they offer free calibration, certification, and education credits that meet Kansas Department of Ag requirements.

The three best units were:

London Fogger 18-20	\$ 9,533.80
Clarke Cougar	\$ 10,097.10
Clarke Grizzly	\$ 12,081.40

Information on each is attached.

Staff is recommending the London Fogger machine as it is best suited for our operation. It has an engine that 8 horse power (18 hp vs. 10 hp) larger than the Cougar. It also features the throttle down allowing the machine to idle when the pump is not running versus the others that run wide open constantly. We also looked at a smaller London Fogger 9-10, but it was very comparable to the Cougar for only about \$1,500 less than the 18-20, and did not have the throttle down with no throttle down, which would reduce the life of the unit.

Currently, the London Fog unit is priced about \$300 less than it was last August. The Clarke machines only went down a few dollars. However, after March 20th all three machines will increase about \$500- \$600.

COUNCIL ACTION NEEDED: Review the proposed machines and approve a purchase.

STAFF RECOMMENDATION TO COUNCIL: Staff is recommending the purchase of the London Fogger 18-20 from Van Diest.

VAN DIEST SUPPLY COMPANY

Serving Agriculture Since 1956

71703 North Highway 83
P.O. Box 410
McCook, NE 69001-0410

Phone Orders: 800-652-9306
FAX: 308-345-3401

Special Quotation Form

Date: 2/24/2014

Customer: City of Osawatomeie

Address: 439 MainStreet

Attn: William Roseberry

Osawatomeie, KS 66064

Phone: 913-755-4525

Quantity	Package Size	Product	Unit Base Price	Terms
1	Each	Grizzly SmartFlow ULV	\$12,081.40	6/10/2014
		Order by 3/20/14 & Take by 3/31/14		
1	Each	Clarke Cougar SmartFlow ULV	\$10,097.10	6/10/2014
		Order by 3/20/14 & Take by 3/31/14		
1	Each	London Fog 18-20 ULV	\$9,533.80	6/10/2014
		Order by 3/20/14 & Take by 3/31/14		
		No Delivery Charges	\$ -	
		Total		

Thank you for the opportunity to bid for the above Ultra Low Volume Mosquito Sprayer.

If you have any questions please call me on my cell or the VDSC toll free number.

Scott Benfer

Area Manager / Eastern Kansas & Western Missouri

Phone: 785-643-4336

Fax: 866-468-8014

sbenfer@twinvalley.net



CORNBELT Family of Quality Products

VAN DIEST SUPPLY COMPANY

Serving Agriculture Since 1956

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P.O. Box 410
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Phone Orders: 800-652-9306
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Address: 439 MainStreet

Attn: William Roseberry

Osawatomeie, KS 66064

Phone: 913-755-4525

Quantity	Package Size	Product	Unit Base Price	Terms
1	Each	Grizzly SmartFlow ULV	\$12,685.00	Net 30 Day
1	Each	Clarke Cougar SmartFlow ULV	\$10,610.00	Net 30 Day
1	Each	London Fog 18-20 ULV	\$10,015.00	Net 30 Day
		These Prices for Orders after April 1, 2014.		
		Sub Total		
		Delivery Charges	\$ -	
		Total		Net 30 Day

Thank you for the opportunity to bid for the above Ultra Low Volume Mosquito Sprayer.

If you have any questions please call me on my cell or the VDSC toll free number.

Scott Benfer

Area Manager / Eastern Kansas & Western Missouri

Phone: 785-643-4336

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sbenfer@twinvalley.net



CORNBELT Family of Quality Products

LONDON FOGGERS

Used everywhere in the world
since 1968



**PISTOL GRIP
CAB CONTROL**

The model 18-20 was first manufactured in 1990 and has been very well received in the market place. The designation originated because this model utilizes a 18 HP engine, which enables application of insecticides at vehicle speeds up to 20 miles per hour. The 18-20 produces the correct particle size to meet all insecticide label requirements at vehicle speeds up to 20 miles per hour.

Model 18-20 surpasses most other foggers for two important reasons. One, a new-generation overhead, V-twin cylinder engine (with throttle down feature) produces fewer emissions, consumes less fuel, and has longer service intervals than conventional 'L' head engines. Two, our Triple-V Belt Drive feature reduces blower RPM more than 25%. This design extends blower life and creates a quieter operating fogging machine.

The newest technology for use with ULV foggers utilizes G.P.S. for Speed Compensation Flow Control of insecticide output. The Models 18-20 and XKE are available with these advancements, including monitoring and recording of adulticide applications and tracking of vehicles.

MODEL 18-20

High Output ULV Aerosol Generator



**HOOT
NOZZLE**



Standard Features on the 18-20

- Teflon coated aluminum HOOT nozzle
- Pistol grip cab control with throttle down electric choke and start functions
- FMI formulation pump, 3/8" ceramic piston
- Triple V Belt drive
- Kohler 18hp OHV Command engine
- Fuel tank with gauge
- Silencer tube

Optional Features on the 18-20

- 1 or 2 years spares kits
- Tachometers / Hour meter
- GPS, tracking & recording features

Specifications

Engine	18HP overhead valve, V-twin cylinder, electric start & choke
Formulation Pump	12 Volt DC adjustable output, positive displacement, 0-20 oz./min
Formulation Tank	15 gallon (56 liters), corrosion resistant
Particle Size	80% of droplets-less than 20 microns
Fuel Tank	7.5 gallon (28.38 litre) with gauge
Flush Tank	1 1/2 quart (1.43 liter) corrosion resistant
Blower	Rotary, positive displacement, up to 356 CFM
Weight	445 lbs (202 kg)
Length	37" (94 cm)
Width	46" (117 cm)
Height	39" (99 cm)

**505 Brimhall Avenue
Long Lake, MN 55356**

P. 952-473-5366

F. 952-473-5302

TF. 800-448-8525

E. salesupport@londonfoggers.com



*Used everywhere
in the world*

www.londonfoggers.com

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COUGAR

The COUGAR provides the professional performance of larger ULV units, in an economical size and price. This ULV cold aerosol generator is lightweight and easy to operate. It features a high output rate, while operating efficiently and reliably. **Now with new larger fuel tank for operation up to 8 hours at 6 PSI and 11 hours at 4 PSI.**

An 10 HP Briggs & Stratton engine combined with an electric starter gives you the power you need to get the job done right the first time. With standard features you'd expect, the COUGAR is an economical choice for professional use.

DISCOVER THE CLARKE ADVANTAGE TODAY:

- Unmatched craftsmanship
- Technical support hotline
- Easy parts ordering
- Strictest quality control
- User friendly operation
- Easy installation
- Low maintenance
- Products made in the USA

SPECIFICATIONS

Engine	10 HP (305cc)
Blower	105 CFM at 3600 RPM
Weight	250 lbs. (112 kg.)
Nozzle	IHPLAT
Dimensions	42"Lx38"Wx43"H (107cmLx91cmWx102cmH)
Flow Rate ULV	18 oz./min. (532ml)
Formulation Tank	15 gal. (56.7 liter)
Flush Tank	2 qt. (1.9 liter)
Fuel Tank	2.84 gal. (10.7 liter)



COUGAR

STANDARD POWER FEATURES

The COUGAR is ideal for use in insect control, pest and odor control, public health and disinfection. With application rates up to 18 ounces per minute, fuel capacity for up to 8 hours and an advanced flow control system, the COUGAR may be the perfect choice for you:

Larger fuel tank - 2.84 gallons

- High Performance Laminar Air Flow nozzle swivels 360° horizontally and 200° vertically
- Meets all label requirements for ground ULV products, including malathion at 4.3 oz./ minute
- Remote cab flow control
- Non-shear anti-vibration mounts
- FMI electric lab pump, with waterproof, lockable enclosure
- Electric start
- Built-in flusher
- Lockable pour-clean 15 gallon poly chemical tank
- 10 HP Briggs & Stratton OHV IC Engine
- All steel construction with Z-base rails for easier vehicle mounting
- Rotary positive displacement blower 105 CFM at 3600 RPM
- Remote engine start/stop/choke/flush
- Automatic low pressure cutoff
- Engine hour meter and tachometer
- Chemical flow hour meter
- Two stage powder coat finish on all frame parts
- Automatic engine idle back
- Automatic throttle control reduces wear and noise
- Smartflow -The SmartFlow system offers an unprecedented level of accuracy and precision and can be used in tandem with GPS for variable flow. With one-step calibration and three preprogrammed rates, you have the ability to adapt quickly to varying field conditions.



GLOBAL HEADQUARTERS

110 E. Irving Park Road, 4th Floor, Roselle, IL 60172

Phone: +1.630.894.2000 Fax: +1.630.894.1774

www.clarke.com



GRIZZLY

The GRIZZLY cold aerosol ULV generator sets the standard for professional equipment. An 18 HP engine, combined with the powerful features you demand makes the GRIZZLY the ideal choice for the big, tough jobs.

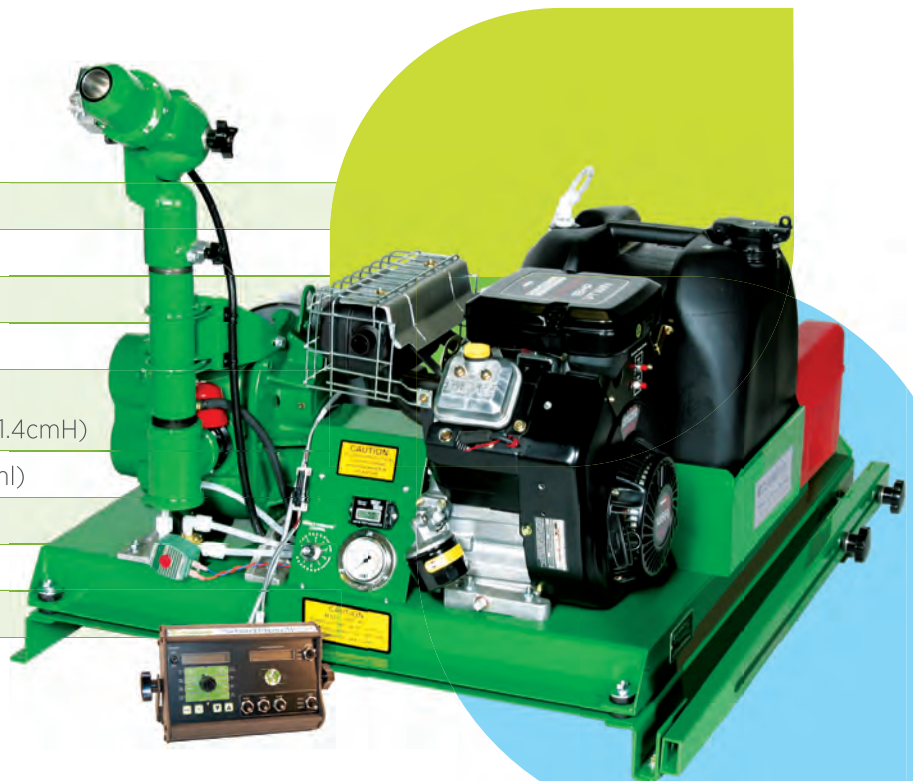
Competitively priced, the Grizzly is the tool professionals count on to tackle a wide variety of needs. Top performance and a competitive price combine to make it a perfect choice for professionals in mosquito control, public health and odor control.

DISCOVER THE CLARKE ADVANTAGE TODAY:

- Unmatched craftsmanship
- Technical support hotline
- Easy parts ordering
- Strictest quality control
- User friendly operation
- Easy installation
- Low maintenance
- Products made in the USA

SPECIFICATIONS

Engine	18 HP (694cc)
Blower	350 CFM @ 10 P.S.I.
Weight	475 lbs. (216 kg.)
Nozzle	IHPLAT
Dimensions	54"Lx42"Wx42"H (121.9cmLx99cmWx91.4cmH)
Flow Rate	ULV 18 oz./min. (532ml)
Formulation Tank	15 gal. (56.7 liter)
Flush Tank	1 gal. (3.8 liter)
Fuel Tank	10.25 gal. (38.8 liter)



GRIZZLY

STANDARD POWER FEATURES

The GRIZZLY is a great choice for applying insecticides, fungicides and odor control products. It features application rates up to 18 oz./minute and all the standard features professionals demand:

FEATURES:

- High Performance Laminar Air Flow nozzle swivels 360° horizontally and 200° vertically
- Rotary positive displacement blower 350 CFM @ 10 P.S.I.
- Glycerin filled pressure gauge
- Meets all label requirements for ground ULV products, including malathion at 20 mph rate
- Remote cab flow control featuring the SmartFlow
- Non-shear anti-vibration mounts
- FMI electric lab pump, with waterproof, lockable enclosure
- Electric start
- Flush system with 1 gallon solution tank
- Lockable pour-clean 15 gallon poly chemical tank
- 18 HP OHV Briggs & Stratton engine with automotive type lubrication with spin-on-oil filter
- All steel construction with Z-base rails for easier vehicle mounting
- 10.25 gallon marine aluminum gas tank (EPA approved)
- Remote engine start/stop/choke/flush
- Automatic low pressure cutoff
- Engine hour meter and tachometer
- Chemical flow hour meter
- Features EPC module (Electronic Pressure Control) which electronically maintains set pressure
- Two stage powder coat finish on all frame parts
- Smartflow -The SmartFlow system offers an unprecedented level of accuracy and precision and can be used in tandem with GPS for variable flow. With one-step calibration and three preprogrammed rates, you have the ability to adapt quickly to varying field conditions.



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www.clarke.com



MEMORANDUM

To: Mayor and City Council
From: Don Cawby, City Manager
Re: **Projects & Issues Update**
Date: February 27, 2014

Projects

Rail-banking for Trail. We have received a return call from the UP about having a walkthrough meeting on the Trail on Friday March 7. We hope this will expedite this matter.

Levees Pilot Study Kickoff. We received confirmation from FEMA on the kickoff meeting for the Pilot project on LAMP procedures for the levy. The meeting will be March 12th at 1:30. I expect this to be a high level walkthrough of the project.

Lake Shelter House Roof. Staff met with Dan and Christle Macek a couple of weeks ago to discuss the work that needs to be done for this project to be completed. I have asked them to coordinate with their volunteers so we can set a schedule for putting it up so that our staff can coordinate a time for demolition ahead of it. I will have the project schedule and project scope approved by the Parks & Recreation Committee.

Building at Sports Complex. This week we submitted a grant request for this project based upon the estimates and drawings provided to us by Shane Hall. If we receive the grant, then our staff will start working on finalizing building designs and working with Parks & Recreation to come up with an approved project scope and budget. Those recommendations will come to the Council and then we will put the project out for bid if approved.

Issues

State Legislation. As you know, we sent a letter to the two legislative committees and our Miami County delegation regarding HB 2227 and SB 211 which would move elections to November and likely will be amended to make them partisan. The most recent information I have heard is that HB 2227 is really tight on the votes, so it is in a holding pattern. However, SB 211 is being pushed by Senate leadership and is likely to pass when it gets out of Committee. There is a real desire in the Senate to have partisan elections.

Industrial Revenue Bond Policy. The Economic & Community Development Committee met to discuss the IRB policy. We made several changes and I will need to run those by our bond counsel and finance advisor before bringing it to you. Therefore, it was not on tonight's agenda as expected.

Planning Commission. The Planning Commission met last night to consider a requested rezoning from R-1 to R-2 for 412 Brown. After examining the issue, the Commission decided to table the issue until March 19 where they plan to invite all the residents of that block, the Council and other interested parties to talk about rezoning the entire block and possibly other areas that surround the Central Business District as R-2 to serve as a buffer zone for R-1.

RFP for Police Garage/Sallyport. We have put out a formal RFP on the Garage/Sallyport project. Bids will be due in April. There will be a scheduled walk-through in a couple of weeks and we hope to have a few more bidders for the project.

Home for Sale. We are about to put out a flyer which will announce the Kastler Home will be open for bids. I hope to have the flyer completed by Monday. The deadline will be sometime in mid to late March. We have had a few people express interest.

For the first bid cycle, we will put it out to bid for anyone to purchase and move off the property. Should we not receive acceptable bids, then we will look into move the home to an available lot and putting it on a foundation for sale.

Upcoming Meetings/Dates

- Mar 13 Council Meeting
- Mar 12 Levee Pilot Project Kickoff Meeting
- Mar 19 Planning Commission Meeting
- Mar 27 Council Meeting

Manager's Out of Town Schedule

- Feb 28 Afternoon – Personal Leave
- Mar 4 Afternoon – Business Prospect Meeting in KC
- Mar 6 Afternoon – Meeting on Fiber in Ottawa