

OSAWATOMIE CITY COUNCIL

**REVISED** AGENDA

March 23, 2017

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
  - A. March 23 Agenda
  - B. Appropriation Ordinance 2017-02
  - C. Special Event Application – Alumni Street Dance
6. Comments from the Public
  - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
  - A. Dirty Kanza Promotions – Flint Hills Trail Ride/Run
  - B. Proclamation – Fair Housing Month**
8. Public Hearings
9. Unfinished Business
  - A. Condemnation 917 Pacific – progress review
  - B. Condemnation 1635 Main – progress review
  - C. Ordinance – Knox Boxes
10. New Business
  - A. Library Board Appointment - Connie Hebert
  - B. Public Safety Committee (2<sup>nd</sup> Ward Position) – Eddie Hebert**
  - C. Property & Liability Insurance - 2017 Renewal
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session –
15. Other Discussion/Motions
16. Adjourn

*NEXT REGULAR MEETING – April 13, 2017*

# Record of Ordinances

ORDINANCE NO. 2017-02

DATE WARRANTS ISSUED:  
February 28, 2017

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	Amount
United Healthcare	Health Insurance	1846	41,915.96
City of Osawatomie	Petty Cash Reimbursement	1847	2,909.15
KMEA	GRDA Electricity	1848	74,515.97
KMEA	WAPA Electricity	1849	8,182.25
KMEA	EMP Electricity	1850	54,888.24
City of Osawatomie	Petty Cash Reimbursement	1851	2,496.26
United Healthcare	Health Insurance	1852	44,232.13
Kansas Department of Revenue	Sales Tax	1853	993.82
Kansas Department of Revenue	Compensating Use Tax	1854	1,123.60
Kansas Department of Revenue	Sales Tax	1855	13,403.29
Kansas State Treasurer	Bond Interest	1856	308,129.33
Beckman Motors	2017 Silverado	49068	30,999.99
Miami County, Kansas	208 Ford Expedition	49069	4,000.00
Crawford Sales Company	Budweiser	49070	202.85
Suddenlink	Internet	49071	249.90
Dish Network	Service	49072	109.02
Visa	Sump Pump, Flush Valve, Coats	49073	257.43
Visa	Pizza, Decals	49074	519.62
Visa	Brisket, Candy, Water, Chips, Soup	49075	433.46
Visa	Ethernet Cables, Seminar, Battery	49076	1,373.39
Visa	Calendar, Shirts, Book, Dvd's, Poster	49077	672.89
Midwest Carpet Cleaning	Carpet Cleaning	49078	551.00
Mary Buckley	Lease Agreement	49079	50,000.00
Kansas Statebank	Bobcat Loader	49080	8,000.00
Wex Bank	Fuel	49081	4,261.38
Ricoh	Copier Lease	49082	311.30
Southwest Power Pool	Interconnection Study Agreement	48083	15,000.00
Ace Pest Control	Pest Control	49084	475.00
Allenbrand-Drew & Associates, Inc.	Deed of Dedication	49085	140.00
Artic Glacier	Ice	49086	210.00
Arrowhead Scientific, Inc.	Evidence Tape	49087	27.00
Baker & Taylor	Books	49088	809.19
Boundtree Medical	Battery	49089	234.99
Bradley A/C & Heating	Replace Belt	49090	123.28
Brewer's Automotive Repair	Alignment, Tires	49091	770.87
Centurylink	Long Distance	49092	49.00
Centurylink	Services	49093	765.18
Centurylink	RTU'S	49094	236.56
Champion Brands, LLC	Oil, Paint	49095	749.66
City Electric Supply	Lugs	49096	176.87

## Record of Ordinances

DATE WARRANTS ISSUED:  
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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
City of Osawatomie	Utilities	49097	14,377.94
Cow Palace	Hot Dogs	49098	28.00
Cross Midwest	Tires	49099	230.00
Deffenbaugh	Sludge Haul Off	49100	2,001.48
Delta Dental	Dental Insurance	49101	3,182.10
Detroit Industrial Tool	Diamond Blades	49102	165.98
Donna & Viola's	Patches, Shirts	49103	218.84
EMG, Inc.	Energy Consulting	49104	3,080.13
Family Center	Tire, Gloves, Tarp, Ball, Connector	49105	-
Family Center	Tire, Gloves, Tarp, Ball, Connector	49106	1,786.45
Richard Fisher	Attorney Fees	49107	1,125.00
Gallagher Benefit Services	Administration Fee	49108	457.00
Gearzone Products	Pants, Duty Belt, Handcuff Pouch	49109	548.68
Hawkins	Azone, Tubing	49110	670.50
JEO Consulting Group, Inc.	Consulting Service	49111	10,120.50
Jive Communications, Inc.	Service	49112	912.78
KACM	Membership	49113	30.00
Kansas City Power & Light	Service	49114	1,026.27
Kansas City Wilbert	Grave Openings	49115	4,440.00
Kansas Department of Commerce	JTC Oil Lease	49116	1,000.00
Kansas Department of Revenue	CMB License	49117	25.00
Kansas Gas Service	Services	49118	6,569.54
Kansas Municipal Utilities	Lineman Apprenticeship Program	49119	1,000.00
Kansas Museum Association	Membership	49120	50.00
Kansas One Call	Locates	49121	50.00
Kansas Rural Water Association	KRWA Conference	49122	780.00
Kansas Salt, LLC	Salt	49123	5,304.94
Kansas Sampler Festival	Kansas Sampler Booth	49124	167.00
KC Bobcat	Elbow	49125	57.39
Key Equipment	Broom, Bearing, Curtain	49126	1,800.09
Killough Construction	Asphalt	49127	1,578.95
Kincaid Ready Mix	Concrete	49128	5,359.13
KEMA	Annual Dues	49129	721.00
Knapheide Truck Equipment	Utility Bed	49130	9,329.00
Kriz Davis Co.	Wire, Par Groove Clamp, Bushing	49131	9,506.59
L&B Electronics	Siren Contactor	49132	200.00
L&K Services	Refuse	49133	32,453.92
Mark Lane	Rebuild and Sharpen Reels	49134	1,824.50
Logan Contractors Supply	Surveyor Flags	49135	68.58
Louisburg Firefighters Association	Fire Extinguisher Maintenance	49136	136.00
Lybarger Oil	Dyed Diesel	49137	684.19
Martin Pringle	Municipal Matters, City Prosecutor	49138	7,008.08
Jennifer McDaniel	Communication Services	49139	1,200.00
Miami County Sheriff's Office	Prisoner Care	49140	863.77
Midwest Collision II	Repair 2012 Impala	49141	1,000.00

## Record of Ordinances

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Midwest Systems, Inc.	Breaker	49142	60.00
Navrat's Office Products	Receipt Books, Dispense Tape	49143	27.68
NEKLS	Library Courier Service, Optiplex	49144	2,455.95
Northern Tool	8 Ton Long Ram Jack	49145	159.98
NPG Newspapers	Treasurer's Quarterly Report	49146	338.80
O'reilly Auto Parts	Fuel Cap, Ball Mount, Roloc Disc	49147	155.09
Office of the State Fire Marshal	Boiler Certificate	49148	30.00
Oil Patch	Adapter, Cap, Elbow, Bushing	49149	114.63
Olathe Winwater Works	Meter Pit, Saddle, Tracer Wire	49150	6,146.02
OMB Guns	Gun Magazines	49151	250.00
Optiv	Token	49152	50.84
Osawatomie Chamber of Commerce	Membership	49153	175.00
Pace Analytical	Analytical Charges	49154	316.00
Paola Do It Best Hardware	Hand Bit Set, Nozzle, Adapter	49155	75.96
Pat's Signs	Pens, Mugs	49156	468.59
Pepsi	Pop	49157	313.33
Postmaster	Utility Billing	49158	1,000.00
Print Shoppe	Door Hangers	49159	225.00
Professional Turf Products	Bearing, Throttle, Bedknife, Washer	49160	1,988.76
Quill	Chairs, Labels, Calculator Ribbon	49161	446.71
R&J Trucking	Gravel Hauling	49162	959.40
R&R Products, Inc.	Shaft, Pin, Bearing, Screw	49163	384.07
Ramsey Printing	Rubber Stamp	49164	20.00
Red Bud Supply, Inc.	Gloves, Ear Plugs	49165	352.65
Reeves-Wiedeman Company	Stainer	49166	14.95
Regency Coffee & Vending	Coffee	49167	58.44
Ricoh	Copies	49168	296.55
Ricoh	Copier Lease	49169	280.78
RMI Golf Carts	Tune Up Kit	49170	662.89
Ron's Country Market	Ground Beef, Cleaning Products	49171	361.41
Royal Metal Industries	Square Tubing	49172	149.50
Royal Publishing	Ad	49173	125.00
Rural Water District #1	Service	49174	124.48
Schindler Elevator Corporation	Elevator Inspection	49175	1,149.24
Scott Michie Planning Services	Consulting Service	49176	38.50
Security 1st Title	Title Search	49177	275.00
Solarwinds	Mailbox Filtering	49178	95.70
Suddenlink	Internet	49179	272.09
Superior Vision	Vision Insurance	49180	644.38
T&R Electric	Transformer	49181	4,450.00
Debbie Talley	Memorial Hall Janitorial	49182	375.00
TFMComm, Inc.	Replace Light Bar, Replace Radio	49183	2,223.50
Tri County Ice	Transformer	49184	200.00
UPS Store	Copies	49185	245.00
USA Bluebook	Chlorine Reagent, Ammonia Salicylate	49186	2,301.12





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

# SPECIAL EVENTS PERMIT APPLICATION

Department Use Only
Date Filed: _____
Event Deposit
Date Paid: _____
\$50 Permit Fee
Date Paid: _____
\$25 State Permit
Date Paid: _____

1. NAME OF APPLICANT AND/OR ORGANIZATION: <u>Osawatomie Alumni Association</u>
2. CONTACT PHONE # AND EMAIL (OPTIONAL):

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <u>Alumni Street Dance</u>
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4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>Osawatomie Alumni Association P.O. Box 421 Osawatomie, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>main Street - 5th - 6th</u>
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6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN: <u>May 27, 2017 Dance 9pm-midnight</u> <u>Set up 6-9pm</u> <u>tear down 12-2am</u>
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7. ENTRY TO EVENT: FEE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE <input type="checkbox"/>	8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, TIME OF CLOSURE REQUIRED: <u>6pm - 12:30am</u>	9. # OF EXPECTED ATTENDINGS: <u>350-550?</u>
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10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> WILL CMB BE SOLD AT THE EVENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED <u>3-13-61</u>
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11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: <u>Western World Insurance Co - Shelter Gordon &amp; Haeder</u> <span style="float: right;"><u>\$1,000,000.00</u></span>
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**STATEMENT OF APPLICANT**

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

SIGNATURE <u><i>Nikina Neal</i></u>	DATE <u>3-9-17</u>
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PERMIT APPLICATION: APPROVED _____ DENIED _____	DECISION BY: _____ DATE OF DECISION: _____
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COMMENTS: \_\_\_\_\_

# CITY OF OSAWATOMIE



## PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunities; and

**WHEREAS**, the City of Osawatomie is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

**WHEREAS**, the Fair Housing groups and the US Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

**WHEREAS**, equal housing opportunity is a condition of life in our City that can and should be achieved,

**NOW, THEREFORE, I**, L. Mark Govea, Mayor of the City of Osawatomie, on behalf of its citizens, do hereby proclaim

### ***April 2017*** **FAIR HOUSING MONTH**

in the City of Osawatomie, and express the hope that this year's observance will promote fair housing practices throughout the city.

Proclaimed this 23<sup>rd</sup> day of March, 2017

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L. Mark Govea, Mayor  
City of Osawatomie

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 23, 2017

**AGENDA ITEM:** **Condemnation Extensions**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:**

**917 Pacific.** On July 15, 2016, Resolution No. 725 was passed condemning the property at 917 Pacific. At the time the owner did not appear asking for more time. On July 28, one of the owners, Derek Gould, appeared to ask the Council for more time as he planned to rehabilitate the home.

On November 16, 2017, both owners appeared to discuss a formal time extension. At the meeting, Ted Bartlett provided a memo which detailed the work that had been done on the house since July. Dereki Gould indicated he could have the building done by the end of January. The Council noted unanimously to allow a time extension to March 1, 2017.

**1635 Main.** On July 15, 2016, Resolution No. 727 was passed condemning the property at 1635 Main. Stan Gray, the owner, appeared at the meeting and explained had cleaned the property up by removing trees, tearing out the driveway and removing a shed. He asked for at least 6 months to gut the inside, work on electrical, install new windows, new driveway, etc. The resolution was passed, with one dissenting vote, to give the owner 90 days to obtain building permits and 180 days to work on the property. That deadline passed on approximately February 1, 2017.

Since the time of the hearing, no work has been done on the building, but last in 2016 the building has been sold to a new owner, Doug Jenkins. He came to the city staff and indicated he would begin work on the building once he finished the renovation of 136 Pacific. Mr. Jenkins is close to completing that property, but since the deadline passed staff is recommending that he address the Council and provide them with his timeline and plans for the structure.



**COUNCIL ACTION NEEDED:** The council should consider the staff and owner reports and consider one of 2 actions:

1. Direct the property to be put out for bid to be demolished;
2. Consider a motion to extend the time allowed under the passed resolution for the owners to complete the renovation and receive a certificate of occupancy; or

**STAFF RECOMMENDATION TO COUNCIL:** Based upon the investment and progress, staff recommends that an extension granted to the owners, but with different deadlines.

For 917 Pacific, staff recommends an extension until no later than July 1 to complete the project and gain a certificate of occupancy, with the following condition:

The owner must report progress by the end of each month to the Building Official. The Building Official will confirm the progress before the first Council meeting. If no progress report is received, the home will be added to the next Council agenda to recommend proceeding with demolition.

For 1635 Main, staff recommends that it discuss with Doug Jenkins a timeline for completion of the project before the end of 2017. The staff recommends this leniency based on two factors: (1) a long track record of him starting and finishing projects in a timely manner within the City, and (2) his willingness to take on a problem property from an owner who took no real actions to maintain or renovate the property.

RESOLUTION NO. 725

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED LOT 5, BLOCK 3 OF MARY P. SMITH'S SUBDIVISION OF LOTS 8, 9, 10, 14 AND 19 OF MARY G. CRANE'S ADDITION, TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; COMMONLY KNOWN AND REFERRED TO AS 917 PACIFIC AVENUE, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE..

WHEREAS, the Enforcing Officer of the City of Osawatomie, Kansas, did on the 14th day of April, 2016, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 719, dated the 28th day of April, 2016, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 719 was published in the official City newspaper on the 4th day of May, 2016, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 23rd day of June, 2016, the Governing Body did conduct the hearing scheduled in Resolution No. 719 and took evidence from the following: the Enforcing Officer on behalf of the City, Ted Bartlett. The following parties in interest failed to appear or appeared and did not present evidence: Derrick Gould.

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

1. The Governing Body hereby finds that the structure located at Lot 5, Block 3 of Mary P. Smith's Subdivision of Lots 8, 9, 10, 14 and 19 of Mary G. Crane's Addition, to the City of Osawatomie, Miami County, Kansas; Commonly Known and Referred to as **917 Pacific Avenue**, Osawatomie, Kansas is unsafe and dangerous based on the following findings:

- a) Structure has been vacant and has been unsecured since a structure fire occurred in March 2012.
- b) Being unsecured, animals to take residence in the structure and around the property.
- c) Repairs to the structure were abandoned leaving a roof patched with a sheet of plywood and construction debris laying around the premises.

- d) The property has received numerous letters regarding nuisance issues but no action was taken by the owner.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution, and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders, occupants and other parties of interest.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 14th day of July, 2016, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Tammy Seamands  
City Clerk

RESOLUTION NO. 727

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT THE NORTH 93.25 FEET OF THE WEST ONE-HALF OF LOT 18 AND THE NORTH 93.25 FEET OF LOTS 19 AND 20 IN BLOCK 2, IN LOWES ADDITION TO THE WEST HIGHLANDS ADDITION IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; COMMONLY KNOWN AND REFERRED TO AS 1635 MAIN STREET, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Governing Body did by Resolution No. 660, dated the 10th day of January, 2013, did find that the structure located 1635 Main Street, Osawatomie, Kansas, was abandoned property and directed rehabilitation of the property by the owner, and no such rehabilitation occurred and the property was subsequently sold; and

WHEREAS, the Enforcing Officer of the City of Osawatomie, Kansas, did on the 14th day of April, 2016, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 719, dated the 28th day of April, 2016, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 719 was published in the official City newspaper on the 4th day of May, 2016, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 23rd day of June, 2016, the Governing Body did conduct the hearing scheduled in Resolution No. 719 and took evidence from the following: the Enforcing Officer on behalf of the City, Ted Bartlett and the owner Stan Gray.

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

1. The Governing Body hereby finds that the structure located at the North 93.25 Feet of the West One-Half of Lot 18 and the North 93.25 Feet Of Lots 19 and 20 In Block 2, In Lowes Addition to the West Highlands Addition In the City of Osawatomie, Miami County, Kansas; Commonly Known and Referred To as **1635 Main Street**, Osawatomie, Kansas is unsafe and dangerous based on the following findings:

- a) The structure has been vacant since March 2011.
- b) The structure has broken windows, a broken garage door, peeling paint, detached guttering, vegetation growth against the structure, and standing water in the crawl space near or against floor joists.
- c) During an inspection of the property, it was observed that most of the wiring had been removed from the structure and that it was full of household debris and belongings.

2. The owner of such structure is hereby directed to commence the removal of the property within 90 days from the date of publication of this resolution, and to have the removal completed within 180 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders, occupants and other parties of interest.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 14th day of July, 2016, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Tammy Seamands  
City Clerk

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 23, 2017

**AGENDA ITEM:** Knox Box Ordinance

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** This ordinance was requested by Fire Chief Brian Love to be included for purposes of enforcing with our building codes. On August 13, 2015 the Council heard the presentation of Chief Love on a draft ordinance and took the action of approving the ordinance that night. The approved minutes from that meeting, pertaining to this item, read as follows:

DRAFT ORDINANCE – KNOX BOXES (PRESENTED BEFORE SPECIAL PURPOSE VEHICLES). Brian Love, Fire Chief, and Robert Couture, firefighter, explained that Knox boxes are a box that is on the exterior of buildings that hold a master key to the building as well as codes to access the building without damaging the buildings in case of emergencies that only the fire department would have access to. Any new businesses, business renovating by 50 percent or more, any building being renovated that is receiving assistance from the City of Osawatomie, buildings that undergo a change in occupancy, building protected with an automatic alarm system and buildings protected by an automatic fire suppression or standpipe system would be required to obtain a Knox box. If current businesses and/or residents would want a Knox box, they would order through the fire department. **Motion** made by Hampson, seconded by Maichel to approve the Knox box ordinance. Yeas. All.

However, we can find no record of this ordinance, or any summary, being published in the newspaper. There was also no ordinance number ever assigned. Because the council membership has changed since the passage of this ordinance, I would ask that the City Council consider this item again, so that we can adopt it correctly.

**COUNCIL ACTION NEEDED:** Review and discuss the proposed ordinance.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the ordinance as presented.

ORDINANCE NO. 3746

AN ORDINANCE PROVIDING FOR THE REQUIREMENT OF RAPID ACCESS KEY BOXES, LOCKING FIRE DEPARTMENT CONNECTION CAPS AND HAZARDOUS MATERIALS CABINETS FOR USE BY THE OSAWATOMIE FIRE DEPARTMENT IN TIMES OF EMERGENCY BY ADDING NEW SECTIONS 225 AND 226 TO CHAPTER 4, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE.

WHEREAS, many properties are equipped with automatic alarm systems and/or sprinkler/standpipe systems, and these automatic systems may cause the Osawatome Fire Department to be summoned at a time when the building or business is not occupied or when the occupant is not available to provide entry for the fire department; and

WHEREAS, the immediate availability of Material Safety Data Sheets during incidents involving Hazardous Materials will serve to protect firefighters and inform the proper response to such incidents; and

WHEREAS, the City of Osawatome wishes to protect the firefighters from injury, provide immediate access in cases of emergency and prevent damage from forcible entry; and

WHEREAS, the International Building Code and the International Fire Code provide that any fire department may require certain occupancies to maintain a Rapid Access system, also known as Knox Boxes, as prescribed by the fire department;

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

**Section 1.** Article 2 of Chapter 4 of the Code of the City of Osawatome is hereby amended to add the following new section:

**4-225. Knox Boxes Required.**

Mandatory rapid access key boxes, also commonly referred to as Knox Boxes, shall be required for commercial, industrial or governmental buildings with the City of Osawatome meeting the following criteria:

(a) All newly constructed buildings.

(b) Buildings renovated by 50 percent or more. A building shall be considered to have been renovated by 50 percent or more if value of the property will be increased by 50 percent or more after being renovated or if the area of the structure, considering the total floor and/or wall space renovated, is determined by the City's Building Codes Official to have been renovated by 50 percent or more.

(c) Regardless of the percentage of building renovated, any building renovated by or for the use of businesses or organizations that receive any assistance from the City of Osawatomie for local economic development purposes, including the free or reduced-cost installation of fire lines or utilities or other in-kind contributions provided to the business or organization that are not readily available to all businesses located in the City under current policies or regulations.

(d) Buildings that undergo a change of occupancy as defined by the City’s building regulations.

(e) Buildings protected by an automatic alarm system.

(f) Buildings protected by an automatic fire suppression or standpipe system.

**4-226. Additional Requirements; Placement and Type; Contents.**

(a) When a building is protected by an automatic fire suppression or standpipe system and the fire department connection is exposed, the Osawatomie Fire Department may require that a locking fire department connection cap be installed.

(b) When a building stores or dispenses hazardous materials, the Osawatomie Fire Department may require the use of a hazardous materials cabinet.

(c) All Knox Boxes, locking fire department connection caps or hazardous materials cabinets required by this article, shall be approved for type, quality and location by the Osawatomie Fire Department.

(d) All Knox Boxes shall contain the following:

(1) Labeled keys to locked points of egress, locked interior rooms, elevator controls, any fenced or secured exterior areas of the property.

(2) Sets of keys based on the following:

(A) 1 story building - 1 set

(B) 2-3 stories - 2 sets

(C) 4-6 stories - 3 sets

(D) In some cases where the structure is very large or has unusual configurations, additional sets of keys may be required.

(3) A dated card containing the emergency contact information (day and night time phone numbers) of at least three individuals.

(4) In some cases, structure floor plans may be required, including the location of shut offs. These plans shall be placed in a designated position or in an approved cabinet accessible to the fire department.



(e) Upon proper installation, the responsible party will contact the Osawatomie Fire Department to schedule a time when the appropriate items can be secured in the Knox Box.

**Section 2. EFFECTIVE DATE.** 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, Kansas, a majority being in favor thereof, this 23rd day of March, 2017.

**APPROVED AND SIGNED** by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

---


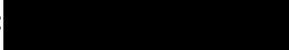


Tammy Seamands  
City Clerk



# Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Ginnie Hebert Maiden Name: Parker  
Address: 1300 Parker Ave. \* SSN:   
Mailing Address (if different): \_\_\_\_\_ \* DOB:   
City, State, Zip: Osawatomie, KS 66064 Home Phone: \_\_\_\_\_  
Cell:  Work: \_\_\_\_\_ E-Mail:   
Place of Employment: Ozone Position: \_\_\_\_\_  
Product or services rendered by employer: welcome Desk  
Brief description of job duties/responsibilities: check in guests, take payment, etc.

Spouse's place of employment: Shawnee Mission Position: critical care RN  
Product or Service rendered by spouse's employer: \_\_\_\_\_

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

Library Board


Why do you wish to serve in this position? I love to read and enjoy sharing that with others. The Osawatomie library offers so many great things for the community and I would like to be a part of that process.

Have you served on any other board, committee, commission 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

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

I do hereby affirm that I am currently a registered voter in the city of Osawatomie. I reside in Ward No. 7.

 \_\_\_\_\_ Date 3-7-17

**PLEASE RETURN TO CITY CLERK**

439 Main Street

PO Box 37, Osawatomie, KS 66064

[ozcity@osawatomiaks.org](mailto:ozcity@osawatomiaks.org)

--- OFFICE USE ONLY ---		
Received: _____	Council Approval Date: _____	Letter of Approval: _____
Scanned: _____	Term Expiration Date: _____	Letter of Non- Approval: _____

5/15/2014

# Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Eddie Hebert Maiden Name: \_\_\_\_\_  
Address: 1300 Parker Ave \* SSN: [REDACTED]  
Mailing Address (if different): \_\_\_\_\_ \* DOB: [REDACTED]  
City, State, Zip: Osawatomie KS 66064 Home Phone: \_\_\_\_\_  
Cell: [REDACTED] Work: \_\_\_\_\_ E-Mail: [REDACTED]  
Place of Employment: Shawnee Mission Position: Staff RN  
Product or services rendered by employer: critical care RN  
Brief description of job duties/responsibilities: \_\_\_\_\_

Spouse's place of employment: Dzame Position: Welcome Desk  
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? serve my community in a practical way

Have you served on any other board, committee, commission 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

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

I do hereby affirm that I am currently a registered voter in the city of Osawatomie. I reside in Ward No. ?

[REDACTED]

3-7-17  
Date

## PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

[ozcity@osawatomiaks.org](mailto:ozcity@osawatomiaks.org)

--- OFFICE USE ONLY ---		
Received: _____	Council Approval Date: _____	Letter of Approval: _____
Scanned: _____	Term Expiration Date: _____	Letter of Non- Approval: _____

5/15/2014

**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE: January 2017</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	586,669.00		36,439.00	550,230.00
Codes Enforcement	149,576.00	300.00	42,061.62	107,814.38
Police	874,015.00	5,784.30	47,979.30	831,820.00
John Brown Cabin	37,207.00		2,134.99	35,072.01
Public Works	245,077.00		8,279.36	236,797.64
Properties & Maintenance	321,550.00		11,102.80	310,447.20
Fire	76,948.00	426.30	5,668.35	71,705.95
Municipal Court	170,809.00		4,275.03	166,533.97
Levees & Storm Water	21,294.00		1,089.55	20,204.45
Library	155,164.00	11.00	7,686.45	147,488.55
<b>TOTAL</b>	<b>2,638,309.00</b>	<b>6,521.60</b>	<b>166,716.45</b>	<b>2,478,114.15</b>
<b>WATER</b>				
Administration	367,144.00		3,436.89	363,707.11
Water Treatment	356,826.00		18,996.89	337,829.11
Water Distribution	330,053.00		31,329.18	298,723.82
<b>TOTAL</b>	<b>1,054,023.00</b>	<b>-</b>	<b>53,762.96</b>	<b>1,000,260.04</b>
<b>ELECTRIC</b>				
Administration	1,503,680.00		49,726.59	1,453,953.41
Electric Production	2,147,673.00		100,516.76	2,047,156.24
Elect Transmission	572,399.00		31,440.39	540,958.61
<b>TOTAL</b>	<b>4,223,752.00</b>	<b>-</b>	<b>181,683.74</b>	<b>4,042,068.26</b>
EMPLOYMENT BENEFIT	825,609.00	12,350.02	128,193.62	709,765.40
REFUSE	431,500.00		-	431,500.00
LIBRARY	114,000.00		-	114,000.00
RECREATION	2,000.00		-	2,000.00
INDUSTRIAL	105,500.00		4,110.36	101,389.64
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	50,000.00		-	50,000.00
ST IMPROVEMENT	157,980.00		283.43	157,696.57
BOND & INTEREST	939,069.00		-	939,069.00
PUBLIC SAFETY EQUIP.	64,800.00		4,200.00	60,600.00
FIRE INS PROCEEDS	-		-	-
SEWER	979,429.00		25,265.62	954,163.38
REC EMP BENEFITS	1,000.00		-	1,000.00
GOLF COURSE	313,946.00		10,127.36	303,818.64
SPECIAL REV (FIRE EQUIP)	9,897.00		-	9,897.00
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	85,350.00		7,786.78	77,563.22
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	145,000.00		-	145,000.00
CAPITAL IMP. - STREET	1,200,000.00		-	1,200,000.00
CAPITAL IMP - SEWER	-	-	-	-
CAPITAL IMP - GRANTS	-		-	-
CAPITAL IMP - WATER	-		-	-
ELECTRIC REVENUE BOND	450,000.00		364,477.61	85,522.39
ELECTRIC UTILITY DEBT SER	432,500.00		-	432,500.00
CAFETERIA 125 #50	52,500.00		3,749.44	48,750.56
COURT ADSAP #51	-		-	-
COURT BONDS #52	-		4,490.00	(4,490.00)
FOREITURES #53	-		-	-
PAY PAL #55	-		-	-
<b>GRAND TOTAL</b>	<b>14,276,164.00</b>	<b>18,871.62</b>	<b>954,847.37</b>	<b>13,340,188.25</b>

**CITY OF OSAWATOMIE - CASH FLOW REPORT**

Date: January 2017	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBRANCES (ORD.)	CASH BALANCE 1/31/2017
GENERAL OPERATING	427,561.07	440,478.94	160,194.85	707,845.16		707,845.16
WATER	243,189.12	79,459.45	53,762.96	268,885.61		268,885.61
ELECTRIC	516,295.78	333,121.04	181,683.74	667,733.08		667,733.08
EMPLOYEE BENEFIT	83,706.81	304,345.53	115,843.60	272,208.74		272,208.74
REFUSE	7,759.60	33,101.43	-	40,861.03		40,861.03
LIBRARY	108,330.36	295.00	-	108,625.36		108,625.36
RECREATION	-	1.06	-	1.06		1.06
RURAL FIRE	-	-	-	-		-
INDUSTRIAL	70,912.74	2,138.81	4,110.36	68,941.19		68,941.19
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	100,083.71	-	-	100,083.71		100,083.71
STREET IMPROVEMENTS	148,183.62	29,005.99	283.43	176,906.18		176,906.18
BOND & INTEREST	202,541.60	173,647.63	-	376,189.23		376,189.23
PUBLIC SAFETY EQUIP.	15,083.11	11,376.77	4,200.00	22,259.88		22,259.88
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	153,252.78	78,687.50	25,265.62	206,674.66		206,674.66
RECREATION BENEFIT	-	0.13	-	0.13		0.13
GOLF COURSE	1,399.35	35,235.11	10,127.36	26,507.10		26,507.10
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	36,461.62	6,148.45	7,786.78	34,823.29		34,823.29
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	138,538.56	-	-	138,538.56		138,538.56
CAPITAL IMP. - STREETS	116,593.98	-	-	116,593.98		116,593.98
CAPITAL IMP - SEWER	4,000.00	-	-	4,000.00		4,000.00
CAPITAL IMP - GRANTS	74,142.13	270,306.00	-	344,448.13		344,448.13
CAPITAL IMP - WATER	-	-	-	-		-
ELECTRIC REVENUE BONDS	3,029,838.11	802.89	364,477.61	2,666,163.39		2,666,163.39
ELECTRIC BOND RESERVE	147,868.81	36,310.42	-	184,179.23		184,179.23
CAFETERIA 125 # 50	43,826.84	2,166.76	3,749.44	42,244.16		42,244.16
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,269.54	3,572.00	4,490.00	12,351.54		12,351.54
FORFEITURES # 53	978.42	150.00	-	1,128.42		1,128.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	5,714,016.71	1,840,350.91	935,975.75	6,618,391.87	-	6,618,391.87

CASH TRANSACTIONS REPORT

YEAR: THROUGH DECEMBER  
City of Osawatomie

Page: 1  
3/8/2017  
1:08 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
<b>100.101 CASH &amp; INVESTMENTS</b>					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	427,561.07	513,188.72	232,904.83	707,844.96
02-000-100.101	CASH & INVESTMENTS	243,189.12	87,126.39	61,429.90	268,885.61
03-000-100.101	CASH & INVESTMENTS	516,295.78	354,526.79	203,089.49	667,733.08
04-000-100.101	CASH & INVESTMENTS	83,706.81	316,695.55	128,193.62	272,208.74
05-000-100.101	CASH & INVESTMENTS	7,759.60	33,101.43	0.00	40,861.03
06-000-100.101	CASH & INVESTMENTS	108,330.36	295.00	0.00	108,625.36
07-000-100.101	CASH & INVESTMENTS	0.00	1.06	0.00	1.06
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	70,912.74	2,138.81	4,110.36	68,941.19
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	100,083.71	0.00	0.00	100,083.71
12-000-100.101	CASH & INVESTMENTS	148,183.62	29,005.99	283.43	176,906.18
13-000-100.101	CASH & INVESTMENTS	202,541.60	173,647.63	0.00	376,189.23
14-000-100.101	CASH & INVESTMENTS	15,083.11	11,376.77	4,200.00	22,259.88
15-000-100.101	CASH & INVESTMENTS	0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS	153,252.78	83,435.55	30,013.67	206,674.66
17-000-100.101	CASH & INVESTMENTS	0.00	0.13	0.00	0.13
18-000-100.101	CASH & INVESTMENTS	1,399.35	38,876.41	13,768.66	26,507.10
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	36,461.62	6,148.45	7,786.78	34,823.29
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	138,538.56	0.00	0.00	138,538.56
25-000-100.101	CASH & INVESTMENTS	116,593.98	0.00	0.00	116,593.98
26-000-100.101	CASH & INVESTMENTS	4,000.00	0.00	0.00	4,000.00
27-000-100.101	CASH & INVESTMENTS	74,142.13	270,306.00	0.00	344,448.13
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	757,997.60	757,997.60	0.00
33-000-100.101	CASH & INVESTMENTS	3,029,838.11	802.89	364,477.61	2,666,163.39
43-000-100.101	CASH & INVESTMENTS	147,868.81	36,310.42	0.00	184,179.23
50-000-100.101	CASH & INVESTMENTS	43,826.84	2,166.76	3,749.44	42,244.16
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,269.54	3,572.00	4,490.00	12,351.54
53-000-100.101	CASH & INVESTMENTS	978.42	150.00	0.00	1,128.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		5,714,016.71	2,720,870.35	1,816,495.39	6,618,391.67
<b>Total for 100.101</b>		<b>5,714,016.71</b>	<b>2,720,870.35</b>	<b>1,816,495.39</b>	<b>6,618,391.67</b>
Grand Totals:		5,714,016.71	2,720,870.35	1,816,495.39	6,618,391.67

# **POLICE**

OSAWATOMIE

**Chief David Ellis**  
**Deputy Chief David Stuteville**  
105 E. Main Street  
Osawatomie, KS 66064  
Phone 913-755-2101  
Fax 913-755-3558

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3/21/2017

City of Paola Kansas

I wanted to thank Police Chief Paul Jokerst for informing us of the opportunity to receive used police equipment that will benefit the Osawatomie Police Department. I also wanted to thank the Paola City Manager Jay Wieland and the Paola City Council for granting us the requested equipment.

This equipment will help offset some of my budget restraints and will replace older equipment that is currently being used.

Again, thank you.



Police Chief David Ellis

Cc Don Cawby



**From:** [Diane Rosebaugh](#)  
**To:** [Blake Madden \(Blake.Madden@osawatomieks.org\)](mailto:Blake.Madden@osawatomieks.org); [Blake Madden](#); [Don Cawby](#)  
**Cc:** [Brian Kingsley](#); [Dylan Medlock](#)  
**Subject:** 15-1493L: Osawatomie Open House Follow-up  
**Date:** Thursday, March 16, 2017 9:36:19 AM

---

Don/Blake,

I thought that the Open House last night was very positive. People seemed very receptive to the project. There were numerous times that I mentioned that 7<sup>th</sup>-12<sup>th</sup> will look very similar to 1<sup>st</sup>-5<sup>th</sup> and people would comment that they really like out 1<sup>st</sup>-5<sup>th</sup> turned out. Below is a summary of some of the questions we received and how we answered them:

Q: What is the scope of the project?

A: The project includes new pavement on 12<sup>th</sup> Street from Parker Avenue to Main Street and on Main Street from 12<sup>th</sup> Street to 7<sup>th</sup> Street. On-street parking “bump-outs” have been designed on the north side of every block on Main Street. All driveways will be replaced with concrete drives to the City’s right-of-way. New sidewalks will be built on both sides of the street the entire length of the project. New storm sewer will be constructed to improve drainage along Main Street.

Q: When will construction start?

A: I was telling people the end of June after the John Brown Jamboree parade. *I know we had some discussion about this last night towards the end of the Open House. I think we could have the contractor out turning dirt as early as June 1<sup>st</sup> – just let me know if this is something you would like to pursue.*

Q: How long will construction last?

A: Construction will likely go from June 2017 to January 2018.

Q: How does construction impact school/football traffic?

A: Construction will be phased so that all improvements from 12<sup>th</sup> and Parker through 11<sup>th</sup> and Main will be completed before school starts. Sequencing notes have also be included in the plans to ensure that the intersections of 12<sup>th</sup> and Parker and 11<sup>th</sup> and Main will not be completed at the same time dictating that at least one of those intersections is to be open to traffic throughout construction.

Q: Is there a detour route?

A: A detour route has been designated along 14<sup>th</sup> Street (between Parker Avenue to Pacific Avenue) to Pacific Avenue (from 14<sup>th</sup> Street to 6<sup>th</sup> Street) to 6<sup>th</sup> Street (from Pacific Avenue to Main Street).

Q: How many trees are being removed?

A: There are some trees that will need to be removed to accommodate the project improvements but we have made every effort with design to keep most of the trees along Main Street and along 12<sup>th</sup> Street.

Q: There is a historical war monument on the NE corner of 9<sup>th</sup> and Main. How is

the monument impacted by construction?

A: The monument will not be impacted by construction. All construction activities in this location will be within the limits of the City's right-of-way.

Q: Will 12<sup>th</sup> and Main be a four-way stop?

A: I indicated that the current stop conditions are going to remain the same. *Just let me know if you are wanting to change this to a four-way stop; we can add the stop bar to the pavement marking plan.*

Q: Is the radius at the NE corner of 12<sup>th</sup> and main large enough that trucks will not be driving on the curb?

A: The intersection radii has been designed to accommodate large trucks. *Blake and I had some further discussion about this last night – we are going to increase the radius to make sure we are accommodating the trucks.*

Blake – I'd be interested to know if you had any other questions besides those listed above and if your answers differed from those I listed.

We are still looking at the following schedule:

Advertise: Tuesday, April 11<sup>th</sup>, 2017

Award: Thursday, May 11<sup>th</sup>, 2017 (this allows for a 30 day advertising period)

Const.: As early as June 1<sup>st</sup>, 2017

Const. End: 132 Working Days

Please let me know if you have any other concerns or questions as we wrap up the plans.

Thanks!

**Diane Rosebaugh, P.E.**

Project Manager | Associate Principal



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 x 2110 | F: 785.749.7340

Web: [www.bgcons.com](http://www.bgcons.com) | [Map](#) | [Email](#)

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# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** March 23, 2017

**AGENDA ITEM:** **Property & Liability Insurance Bids for 2017 Renewal**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** For our 2017 renewal, the City reached out to three companies to bid our 2017 property and liability (P&L) insurance for the 2017-18 plan year. Our current insurance expires on March 31, 2017.

**Background.** In 2015 we went out to bid for the first time in my tenure as City Manager, as the three previous years' renewals had all contained large increases. In 2015, we put it out for bid, and received 2 bids from Arthur J Gallagher and the incumbent carrier, Elliot Insurance. With the existing 2014 premium being \$202,831, both bids came in significantly under the current EMC coverage. Arthur Gallagher (Britton) had a bid of \$176,449 and Elliot Insurance (EMC) came in at \$159,282. The City selected Elliot/EMC for the 2015 plan year. An interesting note is that Midwest-Public Risk declined to bid our insurance that year.

For 2016, the City did not bid out the insurance and remained with EMC. The renewal was for \$172,027, which an 8% increase, but it was actually just an increase of about \$100 over the 2016 premiums as the City's premium went up about \$10,000 during the plan year for the new electric generators.

**2017 Renewal.** For the current renewal, the City again chose to seek bids for the renewal. This time Elliot Insurance and Midwest Public Risk (MPR) submitted a bid, but Arthur J Gallagher did not (they now offer EMC). On the attached sheet, you can see that the proposed bids are both below the current premiums for 2017. The Elliot/EMC bid is \$11,500 (6.8%) below the current premium and MPR is \$45,000 (26.6%) less for 2017.

We asked for bids based on our current coverage and for the most part the coverages are comparable. However, MPR has a package plan, so they are not an exact comparison. However, in most cases, the difference between the two plans, the MPR coverages are better than EMC. Also, EMC covers the Water

and Electric Plant through their Commercial Output coverage and not through typical property coverages. When the two are compared, the largest savings comes from the lower premium with MPR.

The only major factor not included in the comparison is the dividend that is provided by EMC as part of their coverage. The dividend has been very favorable the past few years, ranging from \$17,000 to \$29,000 for the past three years. However, there is no guarantee of a dividend each year, and dividends have been below \$10,000 a couple of times in recent history. The dividend is used as a tool to help renew with the incumbent carrier as the dividend is typically not provided to members that do not renew for the next year.

MPR provides a dividend to members as well, but advises they will not overcharge for premiums to return a dividend. It will be based on money available in excess of reserves and actuarial estimates.

**COUNCIL ACTION NEEDED:** Review bids and award the bid. If MPR is chosen to be the City's provider, the City will need to pass the included resolution as presented.

**STAFF RECOMMENDATION TO COUNCIL:** At this time, staff recommends that we select MPR as our provider beginning April 1 with coverage extending through June 30, 2018. The recommendation is based on the savings we will realize with the change and also what we perceive to be better coverage in certain important areas. It also gets the City involved with the MPR pool which may be advantageous when bidding for health insurance services.

**Property & Liability Quotes**  
2017 Renewal Quotes

	EMC		MPR	
	2016	2017	2nd Qtr †	from 2016
<b>Premiums</b>				
Property	53,296	49,770	18,174	72,896
Commercial Output	56,330	55,092	inc.	(36,730)
General Liability	13,121	11,804	2,528	10,139
Linebacker	4,771	4,771	2,257	9,053
Law Enforcement	5,597	3,949	1,444	5,794
Cyber Solutions	347	347		(347)
Data Compromise	574	574		(574)
Crime	1,063	952	271	1,086
Inland Marine	8,560	8,397	1,440	5,775
Business Auto	19,002	17,078	4,545	18,228
Sewer Liability		0	451	1,811
Umbrella	7,477	5,828	inc.	(7,477)
<b>Total Premium:</b>	<b>170,138</b>	<b>158,562</b>	<b>31,110</b>	<b>124,781</b>
		-6.80%		(45,357)
<i>Dividend</i>	22,604.35	?		-26.66%

	Deductible Limits	
	2016	2017
<b>Coverage Details</b>		
<b>PROPERTY</b>		
Earthquake	5,000	Per Schedule*
Business Income	10%	Per Schedule
Flood		Actual Loss
Inland Marine		Actual Loss
Scheduled Equipment	1,000	Per Schedule
Unscheduled Equipment	1,000	Per Category
Data Processing	1,000	50,000
Crime	5,000	1 Million
Non-Employee	1,000	25,000
Commercial/Bus. Output/Boiler	5,000**	25 Million

**Property & Liability Quotes**  
2017 Renewal Quotes

	EMC	MPR
<b>GENERAL LIABILITY</b>		
Each Occur. with KS Tort Cap	2,500	1,000
Each Occur. w/o Tort Cap	1 Million	0.5 Million
Personal/adv. Inj.	2 Million	2.5 Million
General Aggregat	1 Million	2.5 Million
Prod/comp.op. Agg	2 Million	5 Million
Commercial Energy Output		5 Million
Fire Damage	500,000	1 Million
Medical	10,000	
Sewer Backup	5,000	5,000 Gen Limit
Employee Benefit	1 Million	10,000 Gen Limit
Public Official	5,000	1,000 Gen Limit
Employment Practices	5,000	5,000 Gen Limit
Law Enforcement	5,000	5,000
		5,000
<b>AUTOMOBILE</b>		
Liability	1 Million	Gen Liability Limit
Collision	1,000	100k/200k Unins/Underins
Comprehensive	1,000	500
Hired Vehicle	1,000 ACV	500
		500 Per Schedule
<b>UMBRELLA</b>		
Auto - CSL	2 Million aggregate limit	5.0 M aggregate limit ++
General	1 Million per occurrence	
Employers Liability	1 Million per occurrence	
Public Officials	None	
	1 Million per occurrence	

\* Does not include Water or Electric Plant  
(included in Commercial Output)  
\*\* with \$100,000 Earthquake Deductible  
† MPR Plan Year is July 1 - June 30,  
requires one-time April - June coverage  
++ total loss limit for liability claims

## ***PREMIUM SUMMARY / COMPARISON***

<b>Line of Business</b>	<b>Prior Year Premium</b>	<b>Current Year Premium</b>
Property	\$53,296	\$49,770
Commercial Output	\$56,330	\$55,092
General Liability	\$13,121	\$11,804
Linebacker	\$4,771	\$4,771
Law Enforcement	\$5,597	\$3,949
Cyber Solutions	\$347	\$347
Data Compromise	\$574	\$574
Crime	\$1,063	\$952
Inland Marine	\$8,560	\$8,397
Business Auto	\$19,002	\$17,078
Umbrella	\$7,477	\$5,828
<b>Total Premium:</b>	<b>\$170,138</b>	<b>\$158,562</b>

**Optional Coverages Quoted this year: (included in premium above)**

- Municipal Violent Event Coverage - \$205
- Abuse & Molestation Coverage - \$155
- General Liability Elite Extension - \$300 (this is actually saving you \$65 by removing the AI's listed)
- Auto Elite Extension - \$500

**Dividend History**

<b>Year</b>	<b>Dividend</b>
2016	\$22,604.35
2015	\$29,402.50
2014	\$17,073.94
2013	\$10,857.71
2012	\$9,825.88
2011	\$7,350.66
2010	11,095.45
2009	15,015.45
2008	\$34,331.87

EMC's General Liability Essential Extension and Elite Extension are available for use on most municipality policies.

General Liability Coverage	Essential	Elite
Additional Insured: Primary and noncontributory	Not included	Included; automatic if required by contract
Blanket Additional Insured: Specified relationships	Not included	Included if required by contract
Commandeered Mobile Equipment: Owner as an insured	Included	Included
Damage to Premises Rented to You: Fire legal liability	\$300,000; includes fire, lightning, explosion, smoke and sprinkler leakage damage	\$500,000; includes fire, lightning, explosion, smoke and sprinkler leakage damage
Expected or Intended Injury: Reasonable force	Included; bodily injury and physical damage	Included; bodily injury and physical damage
Extended Property Damage Coverage for Borrowed Equipment and Customer Goods: Care, custody and control	\$100,000 per occurrence/ \$100,000 policy/\$250 deductible	\$100,000 per occurrence/ \$100,000 policy/\$250 deductible
Fellow Employee Coverage	Included	Included
Fire, Lightning or Explosion Damage	Expanded definition	Expanded definition
General Liability Conditions: Duties in event of accident	Included; clarifies the requirement	Included; clarifies the requirement
General Liability Conditions: Unintentional failure to disclose exposures	Included	Included
Good Samaritan	Included	Included
Governmental Subdivision, Public Entities, Elected or Appointed Officials, and Members of Your Boards as Insureds	Included	Included
Health Care Service Professionals as Insureds: Incidental malpractice	Not included	Included
Liberalization	Automatic revisions	Automatic revisions
Medical Payments Limit	\$5,000; if not otherwise excluded or reduced	\$10,000; if not otherwise excluded or reduced
Medical Payments Reporting Period	3 years extended reporting	3 years extended reporting
Mental Anguish	Included in definition of "bodily injury"	Included in definition of "bodily injury"
Newly Formed or Acquired Organizations as Insureds	Until the 180 <sup>th</sup> day	Until the end of the policy period
Nonowned Aircraft	Not included	Included
Nonowned Watercraft	Included; no length limitation	Included; no length limitation
Property Damage: Elevators	Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion	Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion
Subsidiaries as Insureds	When you own more than 50% of the voting stock on the effective date of this policy	When you own more than 50% of the voting stock on the effective date of this policy

See reverse for more coverage details.



# AGENT INSIDER Municipalities

General Liability Coverage Extensions

General Liability Coverage	Essential	Elite
Supplementary Payments: Bail bonds/Loss earnings	\$3,000 bail bond limit; \$350 loss of earnings	\$5,000 bail bond limit; \$500 loss of earnings
Waiver of Transfer of Rights of Recovery	Not included	Included if required by contract
Water Pollution Liability Arising Out of Potable Water	Included	Included

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Please refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

## Count on EMC®

EMC Insurance Companies is built on more than 100 years of serving independent agents like you. Today, EMC has grown to become one of the largest property and casualty companies in Iowa with more than 2,100 employees and 20 locations across the country. Nationally, EMC ranks among the top 50 property/casualty organizations.

## Financial Strength

Excellent capitalization, a strong regional market presence, solid underwriting and attractive products earned EMC an "A" (Excellent) rating from A.M. Best Company.\* The rating recognizes the value of EMC's agency relationships and its well-balanced book of commercial and personal lines business. Approximately 90 percent of the company's volume is commercial lines, with the remaining 10 percent in personal lines.



## Contact Us

Contact your EMC marketing representative or underwriter for more information.

**EMC Insurance Companies**  
717 Mulberry Street  
Des Moines, IA 50309  
800-447-2295 • 515-280-2511

[www.emcins.com](http://www.emcins.com)



\*The A.M. Best rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations using a rating scale of A++, A+, A, A-, B++, B+, B, B-, C++, C+, C, C-, D, E, F, S.

**Midwest Public Risk  
Property & Liability Quote**

<b>Program Contribution Summary -</b>		<b>Osawatomie, KS</b>	
	<b>Effective Date:</b>	<b>4/1/2017</b>	<b>6/30/2018</b>
<b>Coverage Description</b>		<b>Annual 2017-2018 Contribution</b>	<b>Prorated 2017 Contribution</b>
Property: (Includes commercial energy output)		72,895.60	18,173.97
Earthquake & Flood:		Included	Included
Inland Marine:		5,775.00	1,439.79
General Liability / EBL (includes med mal)		10,138.80	2,527.76
Sewer Liability		1,810.50	451.38
Automobile (AL + APD)		18,228.30	4,544.59
Crime:		1,086.30	270.83
Law Enforcement Liability		5,793.60	1,444.43
Public Official / Employment Practices Liability		9,052.50	2,256.92
Cyber Liability		Included	Included
<b>Total Program Cost</b>		<b>124,780.60</b>	<b>31,109.67</b>

**Property**

Limit:	Per Property Schedule
Coinsurance?	No
Deductible:	2,500

**Earthquake Limit:** 10,000,000.00

EQ Deductible	5,000
---------------	-------

**Flood Limit:** 10,000,000.00

Flood Deductible	5,000
------------------	-------

**Business Income / Extra Expense**

Limit:	1,000,000
Includes tax income interruption?	Yes

**Inland Marine/Equipment**

Coverage Limits:	Included Per Schedule
Cont. Equip. Deductible:	1,000

**Data Processing**

Hardware Limit:	Included Per Schedule
Data Processing Deductible:	1,000

**Crime Coverage**

Limit:	1,000,000
Deductible:	1,000

**Boiler**

Comprehensive Form:	10,000,000
General Deductible:	5,000

**General Liability**

Coverage Form:	Occurrence
----------------	------------

**Limits -**

Incl. KS Tort Cap:	Yes
Each Occurrence when KS Tort Cap Applies	500,000
Each Occurrence w/o Tort Cap	2,500,000
Personal/adv. Inj.	2,500,000
General Aggregate	5,000,000
Prod/comp.op. Agg.	5,000,000
Commercial Energy Output	1,000,000

**Midwest Public Risk  
Property & Liability Quote**

<b>Program Contribution Summary -</b>	<b>Osawatomie, KS</b>
Medical Payments	5,000
Liability Deductible:	1,000
Sewer Backup Deductible	10,000

**Employee Benefit Liability**

Coverage Form:	Occurrence
Limits:	All Liability Limits Are The Same
Deductible:	1,000

**Public Official Liability**

Form:	Claims Made
Limits Of Liability:	All Liability Limits Are The Same
Deductible:	5,000

**Employment Practices Liability**

Form:	Claims Made (EPL Same As PO)
Limits Of Liability:	All Liability Limits Are The Same
Deductible:	5,000

**Law Enforcement Liability**

Form:	Occurrence
Limits Of Liability:	All Liability Limits Are The Same
Deductible:	5,000

**Automobile Liability**

Liability Limits:	All Liability Limits Are The Same
Incl. KS Tort Cap	Yes
Uninsured/under. Motorist:	100,000/200,000
Medical Payments:	5,000
Auto Liability Deductible:	500

**Auto Physical Damage**

Auto Physical Damage Deduct -	
Collision:	500
Comprehensive:	500

**Hired Physical Damage**

Limit:	Per Vehicle Schedule
Deductible:	500

Auto Physical Damage Deduct -	
Collision:	500
Comprehensive:	500

Since 1983, MPR has been a growing family of public entities in Missouri and Kansas who have found that the concept of public pooling is the answer to “best service, best price.” MPR represents the interests of 170+ public entities that rely on the organization to be a trusted advisor, an advocate and a resource for their risk management and benefit needs. Because of a unique blend of services specifically tailored to meet the needs of local governments, MPR has a proven track record of success.

As a member-driven organization, MPR member representatives are able to participate in collective ownership by directing pool services and encouraging staff to solve individual needs. This is MPR’s greatest success.

By retaining a portion of the risk and not relying on the commercial insurance industry, MPR is able to reduce what members contribute. When contributions are coupled with positive loss experience in a given year, the remaining equity is returned to members in the form of dividends or additional services. Dividend returns have amounted to over \$10 million.

## MPR Members & Owners:

- Cities
- Schools
- Counties
- Special Districts
- Health Departments
- Fire Protection Districts
- Ambulance Districts
- Election Boards
- Housing Authorities

### KANSAS

Employee Benefits  
Property & Liability

- *General Liability*
- *Law Enforcement Liability*
- *EMT Liability*
- *Auto Physical Damage*
- *Auto Liability*
- *Public Official Liability*
- *Crime*
- *Inland Marine*



### MISSOURI

Employee Benefits  
Workers' Compensation  
Property & Liability

- *General Liability*
- *Law Enforcement Liability*
- *EMT Liability*
- *Auto Physical Damage*
- *Auto Liability*
- *Public Official Liability*
- *Crime*
- *Inland Marine*

# MPR Coverages

## **Employee Benefits**

### ***Plans Designed with Our Members in Mind***

MPR offers a comprehensive employee benefits program. Rates are highly competitive because of MPR's greater purchasing power than any member can obtain acting on its own, covering more than 10,000 participants in its employee benefits program.

- Medical Plan Choices
- Dental, Vision, EAP
- Life and Disability Programs
- Worksite Voluntary Products
- Wellness Credit Programs
- COBRA Administration and Billing

## **Workers' Compensation, Property & Liability**

### ***The Protection You Need at a Lower Cost***

Loss control is the key to lower contributions and bigger dividends for MPR member entities, and MPR has extensive resources to help. These include training and consultation, online resources, certification programs, legal advice and more. Entities who take advantage of these resources benefit financially from fewer claims and protect their property, communities and employees in the process.

Workers' compensation is self-funded by MPR members, so member participation in safety and loss control training is critical.

MPR's property and liability coverage benefits from the combined buying clout of its membership to reduce costs and expand services.

## **Wellness**

### ***Feeling Good Pays Multiple Dividends***

The biggest risk, and the one entities can influence the most, is the health of their employees. MPR has an extensive lifestyle program designed to help people feel better and experience fewer health problems. It includes articles, videos and seminars to provide information and motivation for healthier living. Through monthly topics and organized challenges, such as walking, biking and weight loss challenges, every community participant will have help choosing a healthier way to live.

- Group Wellness Challenges
- Health Improvement Strategies & Wellness Program Planning
- Customized Health Fairs
- Support & Coordination of Local Resources/Vendors for Health Fairs
- Focus on Prevention
- Health Information Seminars
- Education, Resources & Programs to promote Health and Wellness

## **Risk Management**

### ***Because What You Don't Know Can Hurt You***

MPR has a full-time team of experts, experienced in the type of risks faced by the entities it serves. They have developed programming and assembled resources to help members control losses and protect their communities. These include:

- 3% Loss Control Credit Account
- Web-Based Training
- Consultation On-Site and at MPR
- Loss Control Training Resource Library
- Risk Prevention Advisories
- Free Legal Advice on Law Enforcement, Land Use and Employment Practice Issues
- Facility and Work Practices Reviews
- Supervisor Certification Program
- Workers' Compensation Telephone Triage Service
- WeTIP (no-cost criminal activity reporting hotline)
- Member Scholarships to National Conferences
- Lexipol Law Enforcement Policies & Daily Bulletins



# LIABILITY and PROPERTY Programs for Kansas & Missouri Public Entities

**Member Owned | Member Focused**

The value of Midwest Public Risk's liability and property coverage for public entities starts with competitive pricing and excels with exceptional service and programs.

The MPR Risk Management staff is uniquely qualified and possess the experience and insight to develop practical and effective risk management solutions for your entity.

Our focus is based on offering effective training programs and policies to insure our members utilize best practices in managing risks.



## ***It's About Service...***

The MPR Risk Management staff works with members to build a consensus on how to best manage risks while emphasizing the individual needs of each member. There are several resources at the disposal of MPR members not collectively found as part of most other liability and property programs. These unique tools include:

- MPR Loss Control Credit Program: providing funds to reimburse members for the acquisition of beneficial loss control services and resources
- MPR Loss Control Recognition Program: financial awards for superior loss control compliance
- No cost web-based training including many courses providing MO POST and KS CEU credits for law enforcement
- On-demand member consultations
- Training opportunities at the MPR Campus, onsite or via the web
- Loss control DVD training resource library
- Risk prevention advisories
- Facility and work practice reviews
- Supervisor training
- Periodic property appraisals for qualifying members

## ***Service Beyond Expectations...***

Liability exposures are continually becoming more complex and more costly for public entities. MPR has made the commitment to be a leader among the pooling community, offering cutting edge programs and services to help our members manage risks. Our liability program services include:

### **Lexipol, providing risk management policies for law enforcement agencies**

(for qualifying Missouri agencies, not currently available in Kansas)

- No-charge Employment Practices Legal Hotline
- No-charge Law Enforcement Liability Hotline
- No-charge Land Use Legal Consultation Service
- No-charge Sewer Tracker Program (sewer maintenance data management system)

### **Member Driven Advisory Committees:**

- Employment Practices
- Law Enforcement Liability
- Recreation & Parks
- Sewer Liability

### **About our claims administrator and attorneys:**

- MPR's Third Party Administrator has extensive experience working with public sector clients
- Only carefully selected attorneys familiar with public entity legal issues represent MPR members

## Focus On Training...

MPR Offers a variety of prominent training events each year featuring outstanding speakers to insure our members are exposed to "best practice" safe work applications and are kept up to date regarding current legal issues. Most events are held at the MPR campus and are web-cast for those who can't attend in person. Typical topics include:

- Supervisor Development
- Employment Practices
- Managing Law Enforcement Risks
- Public Works Risk Management Symposium
- Parks & Recreation Risk Management Symposium
- Vehicle Operations Training
- Sewer System Liability
- Snow and Ice Management
- Traffic Control



Since 1983, MPR has been a growing family of public entities in Missouri and Kansas who have found that the concept of public pooling is the answer to "best service, best price." MPR represents the interests of 170+ public entities that rely on the organization to be a trusted advisor, an advocate and a resource for their risk management and benefit needs. Because of a unique blend of services specifically tailored to meet the needs of local governments, MPR has a proven track record of success.

As a member-driven organization, MPR member representatives are able to participate in collective ownership by directing pool services and encouraging staff to solve individual needs. This is MPR's greatest success.

By retaining a portion of the risk and not relying on the commercial insurance industry, MPR is able to reduce what members contribute. When contributions are coupled with positive loss experience in a given year, the remaining equity is returned to members in the form of dividends or additional services. Dividend returns have amounted to over \$10 million.

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- *Auto Liability*
- *Public Official Liability*
- *Crime*
- *Inland Marine*

**RESOLUTION NO. 737**

**A RESOLUTION APPROVING EXECUTION OF  
MIDWEST PUBLIC RISK OF KANSAS  
BYLAWS**

**WHEREAS**, since 1983, Midwest Public Risk has been a growing family of public entities in Missouri and Kansas who have found that the concept of public pooling is the answer to “best service, best price” for insurance, and

**WHEREAS**, Midwest Public Risk represents the interest of 170+ public entities that rely on the organization to be a trusted advisor, an advocate, and a resource for their management and benefit needs, and

**WHEREAS**, Midwest Public Risk has a blend of services specifically tailored to meet the needs of local governments and a proven track record of success, and

**WHEREAS**, as a member-driven organization Midwest Public Risk member representatives are able to participate in collective ownership by directing pool services and encouraging staff to solve individual needs.

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

That we hereby authorizes the execution of the Bylaws of Midwest Public Risk of Kansas which are attached hereto and which were adopted by the Members of Midwest Public Risk of Kansas on May 6, 2009 and amended on December 20, 2011; and

**BE IT FURTHER RESOLVED**, that Donald Cawby be appointed as Member Representative, and hereby is, authorized and directed to execute the Midwest Public Risk of Kansas Bylaws and to thereby bind the City of Osawatomie to comply with the terms and conditions of the Midwest Public Risk of Kansas and its Members; and

**BE IT FURTHER RESOLVED**, that these Resolutions have been duly approved and adopted by the governing body of the City of Osawatomie in accordance with all laws and procedures which are applicable.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 23rd day of March, 2017, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

\_\_\_\_\_  
L. Mark Govea, Mayor

(SEAL)

ATTEST:

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





Member owned. Member focused.

Midwest Public Risk
19400 E Valley View Parkway
Independence, MO 64055
(816) 292-7500

DESIGNATION OF MEMBER REPRESENTATIVE

In accordance with Section 5.3 (b) of the MPR Bylaws adopted by the members of MPR on July 1, 2009, The City of Osawatomie, by and through its below designated (Member Name)

Chief administrative officer, designates that Donald Cawby (Member Representative)

be appointed to serve as the Member Representative of The City of Osawatomie (Member Name) in accordance with the terms and provisions of the MPR Bylaws.

The City of Osawatomie acknowledges and agrees that MPR (Member Name) shall not be required to contact any other individual except the foregoing designated Member Representative for any action or notification which may be required by MPR Bylaws or rules, and that all notices to, or agreements with, the Member Representative shall be binding upon The City of Osawatomie. (Member Name)

This designation of Member Representative shall remain in full force and effect until written notice to the contrary is provided by The City of Osawatomie to MPR. (Member Name)

(Designated Chief Administrative Officer-Signature)

(Date)

L. Mark Govea, Mayor (Designated Chief Administrative Officer-Printed Name)

(Member Representative-Signature)

(Date)

Donald Cawby (Member Representative-Printed Name)

# MPR of KS, Inc. Bylaws



19400 E Valley View Parkway  
Independence, MO 64055  
816-292-7500

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 December 15, 2011

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**AGREEMENT AND EXECUTION**

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Kansas and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Kansas shall not be effective unless and until a copy of the Resolution of the governing body of the Member which authorizes the execution of these Bylaws is delivered to MPR Kansas and is attached hereto.

Accepted:

Member \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**MPR Kansas**

Signed: *John H. Nelson*

Title Chair

Date 31 December 2011

**MIDWEST PUBLIC RISK OF KANSAS**

**BYLAWS**

Date of Adoption: May 6, 2009  
Amended: December 20, 2011

**WHEREAS**, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

**WHEREAS**, The Kansas Municipal Group-Funded Pool Act, K.S.A. § 12-2616 et seq. (the "Group-Funded Pool Act"), as amended, authorizes five or more Kansas municipalities to form a not for profit business entity to provide liability and all other risk coverages for its members; and

**WHEREAS**, the Group-Funded Pool Act further authorizes qualifying municipalities in Kansas to join such entity; and

**WHEREAS**, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Kansas, Inc. ("MPR Kansas") and intend that these Bylaws shall constitute a contract among them;

**NOW THEREFORE**, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the following meanings:

"Code" shall mean K.S.A. Chapter 17, Articles 60 to 74, inclusive, 1972 General Corporation Code.

"Contribution(s)" shall mean any payment required by MPR Kansas to be paid for the receipt by a Member of any MPR Kansas Program or Services, or to satisfy any other Member obligations under these Bylaws.

"Coverage Document(s)" shall mean the written documents approved by MPR Kansas and which are either issued by MPR Kansas or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

"Member(s)" shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Kansas to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which

qualify as political subdivisions, public governmental bodies, or quasi-public governmental bodies as specified in the Group-Funded Pool Act. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Kansas, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

“**Member Representative(s)**” shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Kansas and to carry out the obligations of a Member Representative under these Bylaws.

“**Policy(ies) or Procedure(s)**” shall mean any rules or guidelines which may be promulgated from time to time by the MPR Kansas Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Kansas.

“**Program(s)**” shall mean any coverages which are authorized by the Kansas Insurance Department and provided through MPR Kansas to its Members from time to time including, but not limited to, property and liability and employee benefits.

“**Resolution(s)**” shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

“**Service(s)**” shall mean those services which are provided through MPR Kansas to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

**ARTICLE 2  
NAME; PRINCIPAL OFFICE**

**Section 2.1 Name; Principal Office**

The name of the corporation shall be Midwest Public Risk of Kansas, Inc. (hereinafter “MPR Kansas”).

The Board of Directors shall establish, at a location within the State of Kansas, MPR Kansas’s principal office.

**ARTICLE 3  
INTENT; NOT BUSINESS OF INSURANCE**

**Section 3.1 Intent**

It is the intent of the Members that MPR Kansas shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Kansas through Contributions and the utilization of deductibles,

A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Kansas or the Members.

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each current and former Member during MPR Kansas's existence prior to the date of dissolution and multiplying the net assets by that percentage.

#### ARTICLE 12 MISCELLANEOUS

##### Section 12.1 Intergovernmental Contract

These Bylaws shall constitute an intergovernmental contract among the Members and MPR Kansas. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

##### Section 12.2 Governing Law

These Bylaws shall be subject to, and governed by, the laws of the State of Kansas, including specifically the Code.

##### Section 12.3 Binding Effect

These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Kansas's prior written consent.

##### Section 12.4 Disputes

In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Kansas by a Member shall be brought only in the county in which MPR Kansas's principal office is located.

##### Section 12.5 Severability

These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

##### Section 12.6 Amendment

These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

##### Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Kansas to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Kansas is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

##### Section 3.3 Not-for-Profit Organization

MPR Kansas shall be organized and operated as a not-for-profit corporation under Kansas law. No part of MPR Kansas's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Kansas shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Kansas.

#### ARTICLE 4 MPR KANSAS POWERS

##### Section 4.1 MPR Kansas Powers

MPR Kansas shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Kansas staff or MPR Kansas may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Kansas employees;
- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;

(h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;

(i) to establish such lines of coverage as permitted pursuant to K.S.A. 12-2617;

(j) to sue and be sued;

(k) to enter into contracts including, but not limited to, contracts with state pools located in other states which assist MPR Kansas in carrying out its powers herein;

(l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Kansas;

(m) to determine deductible and retention levels and the amount of risk to be retained by MPR Kansas or Members and the amount of risk to be transferred to others;

(n) to borrow money or issue bonds or other financial obligations to fund MPR Kansas Programs and Services;

(o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Kansas;

(p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;

(q) to declare and pay dividends and refunds as allowed by law;

(r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;

(s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Kansas; and

(t) to perform any such other acts which are allowed by law to be performed under the Code.

**Section 5.1 Member Eligibility and Admission**

Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws and have executed these Bylaws (or have otherwise assured MPR Kansas of their obligation to comply with these Bylaws) may be

**ARTICLE 5  
MEMBERS**

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Kansas Member at the time of the levying of the special assessment.

**ARTICLE 10  
STANDARD OF CARE; BOND; INDEMNIFICATION**

**Section 10.1 Standard of Care**

Directors, officers and employees of MPR Kansas shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Kansas. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

**Section 10.2 Bond**

MPR Kansas may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

**Section 10.3 Indemnification**

MPR Kansas shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Kansas. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Kansas may also purchase liability insurance providing similar coverage for Directors, officers and employees.

**ARTICLE 11  
DISSOLUTION AND DISTRIBUTION**

**Section 11.1 Dissolution**

MPR Kansas may be dissolved as of the last day of any MPR Kansas fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Kansas, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Kansas's Programs and Services and for the completion of MPR Kansas's dissolution and liquidation subject to the Code.

**Section 11.2 Distribution of Assets**

All net assets shall be distributed pro rata to the current and former Members of the respective programs. Such net assets shall be distributed, separately by Program by calculating the relative percentage of the total Program premium contributions for each Program paid by



related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

#### **Section 8.9 Member Privilege**

The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Kansas Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

### **ARTICLE 9 MPR KANSAS ASSETS**

#### **Section 9.1 MPR Kansas Assets**

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Kansas, and any other assets obtained in any other manner by MPR Kansas, shall be the property of MPR Kansas. No Member shall have any right or claim to such MPR Kansas assets including, but not limited to, any excess or surplus funds held by MPR Kansas, except such that are authorized specifically by MPR Kansas's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Kansas, including but not limited to, any excess or surplus funds held by MPR Kansas, may be used for MPR Kansas purposes in such manner as the Board of Directors deems appropriate.

#### **Section 9.2 Excess or Surplus Distributions**

Provided that all statutory and regulatory requirements are complied with, including but not limited to the requirements of K.S.A. 12-2621(c), the Board of Directors, in its sole discretion, may determine to make distributions of excess or surplus funds from any Program to such Program's Members in such manner as the Board shall determine. Such distributions shall be limited to Members which were active participants in good standing in such Program throughout the entire Program Year for which a distribution was declared.

#### **Section 9.3 Special Assessments**

If, at any time, in the opinion of the Board of Directors, MPR Kansas's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Kansas, the Board of Directors shall develop a financial plan to restore MPR Kansas's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Kansas fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen, and shall be jointly liable for payment of claims to the extent of the assets of the pool, as required by K.S.A. 12-2618(e).

accepted for membership. The Board of Directors of MPR Kansas may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Kansas.

#### **Section 5.2 Member Rights**

The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

- (a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;
- (b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;
- (c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and
- (d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Code.

#### **Section 5.3 Member Obligations**

The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Kansas Program or to receive at least one MPR Kansas Service;
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Kansas shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Kansas rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Kansas;
- (c) to promptly make all Contributions and other payments which are due to MPR Kansas at such times and in such amounts as shall be required by MPR Kansas;
- (d) with reasonable notice and during normal work hours, to permit MPR Kansas and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Kansas;
- (e) to report immediately to MPR Kansas, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Kansas;

(f) to cooperate fully with MPR Kansas claims adjusters, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Kansas, and to acknowledge that MPR Kansas has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Kansas to the Member;

(g) to implement, as finances and circumstances permit, MPR Kansas recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Kansas sponsored conferences and seminars;

(h) to report to MPR Kansas, as required by MPR Kansas Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;

(i) to provide MPR Kansas as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;

(j) to take an active role in the business of MPR Kansas, including assignment of personnel to serve on various MPR Kansas committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

Except as expressly set forth to the contrary in these Bylaws or MPR Kansas's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

#### **Section 5.4 Limitations on Member Liability**

Except as specifically required by MPR Kansas's Articles of Incorporation, Bylaws, or Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Kansas. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Kansas satisfies such obligation or responsibility in whole or in part.

#### **Section 5.5 Annual Member Meeting**

There shall be one annual membership meeting of MPR Kansas at 10:00 a.m. on the first Wednesday of October of each year at MPR Kansas's principal office or at such other time and place as may be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Kansas rules pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Kansas and the Member agree that it is not possible to calculate the damage to MPR Kansas which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Kansas and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

#### **Section 8.5 Contributions**

MPR Kansas Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

#### **Section 8.6 Underwriting**

Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

#### **Section 8.7 General and Separate Funds**

Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

#### **Section 8.8 Commingling of Program Funds Prohibited**

Contributions paid and any assets attributable thereto by Members for any MPR Kansas Program shall not be used or devoted to any purpose other than to pay losses and expenses

**ARTICLE 8  
COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS**

**Section 8.1 Coverage Documents**

MPR Kansas Programs shall be described in separate Coverage Documents. MPR Kansas may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. When a Member has other valid and collectable insurance policies or other similar protection against losses covered by MPR Kansas, all MPR Kansas Programs for such lines of coverage shall be considered excess only and not primary or contributory.

**Section 8.2 Modification of Coverage Documents and Conflicts**

Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Kansas needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Kansas Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

**Section 8.3 Coverage Questions; Appeals and Other Disputes**

The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

The Board of Directors shall decide all other disputes between MPR Kansas and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

**Section 8.4 Acceptance and Withdrawal of Coverages**

No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Kansas.

Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses

The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Kansas may be discussed at the annual membership meeting.

At the annual meeting, the President/CEO and chief financial officer of MPR Kansas shall report to the Members on the activities and financial condition of MPR Kansas.

**Section 5.6 Special Membership Meeting**

A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

**Section 5.7 Quorum; Voting Rights**

A quorum of Thirty-Three and One-Third percent (33 1/3 %) of Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative or his or her designee.

The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

**Section 5.8 Withdrawal**

A Member may withdraw from membership in MPR Kansas as of the end of MPR Kansas's fiscal year provided that such Member has given MPR Kansas at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Kansas Programs and Services as of the date of withdrawal. Members who withdraw from MPR Kansas shall remain eligible to receive any distributions, dividends or refunds for any full Program Year in which such Members participated in such proportion as provided herein; provided, however that, pursuant to K.S.A. 12-2621 any Member that

the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Kansas's principal office.

Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

## **ARTICLE 7 PRESIDENT/CEO**

### **Section 7.1 President/CEO; Appointment; Authority**

There is hereby created the position of President/Chief Executive Officer ("President/CEO") who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Kansas.

The President/CEO shall be MPR Kansas's chief executive officer and shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Kansas. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Kansas.

The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO's employment or job performance.

withdraws before the end of a Program Year shall not be eligible for any refunds or dividends for the Program Year that such Member failed to complete.

A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Kansas. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Kansas Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from MPR Kansas without complying with the foregoing obligations shall be obligated to pay to MPR Kansas liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Kansas. Member agrees to pay such liquidated damages within twenty (20) calendar days following receipt of the computation of the amount due. MPR Kansas and Member agree that the failure of Member to withdraw from MPR Kansas in accordance with the foregoing procedures shall cause damage to MPR Kansas in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Kansas.

### **Section 5.9 Termination**

#### **(a) Termination**

A Member may be terminated from membership in MPR Kansas for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Kansas or contract for the receipt of any Services from MPR Kansas;
- (2) failure to make any Contribution due to MPR Kansas in accordance with the directives of the MPR Kansas Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Kansas;
- (4) failure to allow MPR Kansas and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Kansas;
- (5) failure to cooperate fully with MPR Kansas officers, employees, attorneys, claims adjusters or other agents;

and dental coverage between MPR Kansas and MPR Missouri, and shall fulfill all of its obligations under the Risk Sharing Agreement. The Board shall approve and execute a management and administration agreement with Midwest Public Risk (“MPR”) for implementation of the Risk Sharing Agreement.

The Board may enter into similar interlocal agreements with MPR Missouri for other types of coverage risks, and may enter into similar interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Kansas’s financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

#### **Section 6.6 Committees**

The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. No term shall exceed three (3) years nor shall any individual serve more than six (6) consecutive years on the same committee. The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs. In the case of committee vacancies, the appointment shall be for the remainder of the unexpired term. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

#### **Section 6.7 MPR Kansas Policies and Procedures**

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary, expedient or desirable for the operation and functioning of MPR Kansas. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

#### **Section 6.8 Meetings**

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Kansas officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors’ meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on

(6) failure to file required reports with MPR Kansas or the filing of a false claim or report or any conduct which impairs the ability of MPR Kansas to carry out its purposes;

(7) adverse loss experience as determined by the Board of Directors;

(8) breach of any of Member’s obligations under these Bylaws, MPR Kansas Coverage Documents, or MPR Kansas Policies and Procedures; or

(9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member’s powers or fulfill the Member’s duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member’s classification as a governmental entity.

#### **(b) Notification; Hearing, Obligations**

A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Kansas. A Member shall be terminated with not less than thirty (30) days notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Kansas stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member’s membership in MPR Kansas. The President/CEO of MPR Kansas shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

A terminated Member shall forfeit all rights to any MPR Kansas refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

#### **Section 5.10 Application of Sections 17-6501 to 17-6523 of the Code**

The provisions of Sections 17-6501 to 17-6523 of the Code shall apply to MPR Kansas except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Kansas or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Kansas.

**ARTICLE 6  
BOARD OF DIRECTORS**

**Section 6.1 Powers; Election; Vacancies**

The Board of Directors shall consist of seven (7) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

- (a) at least two members of the Board of Directors shall be from the four largest Members as measured by total contributions paid in MPR Kansas's most recent fiscal year;
- (b) each Member Representative shall be entitled to one vote for each Director position to be filled;
- (c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;
- (d) Directors shall assume office at the end of the annual membership meeting following election;
- (e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;
- (f) the number of Directors may be increased or decreased by majority vote of the Members present at any duly constituted Member meeting; and
- (g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

**Section 6.2 Director Qualifications**

All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Kansas is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Code.

**Section 6.3 Director Compensation and Expenses**

Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Kansas.

**Section 6.4 Board Officers**

The first agenda item, following roll call, at the annual Board of Directors meeting shall be the election of MPR Kansas officers. The Board of Directors shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. These officers shall immediately assume their offices and shall serve until the next annual Board of Directors meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of officers.

The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Kansas before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Kansas official records.

The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Kansas assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

**Section 6.5 Board Powers**

Except as otherwise required by law, MPR Kansas's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Kansas shall be exercised by or under the authority of, and the affairs of MPR Kansas shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, any Member who withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Kansas from such Member.

The Board of Directors shall execute a Risk Sharing Agreement with Midwest Public Risk of Missouri, a Missouri corporation ("MPR Missouri"), for the sharing of risk for health

# CITY OF OSAWATOMIE



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## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** March 23, 2017

### Projects

**Water Leak – Boil Order.** As a follow-up to last weekend's leak and boil order, our crews did an amazing job handling what is normally a public relations nightmare and a difficult technical issue as well. I am very proud of the job they did and the speed with which they responded.

**Electric Project.** We will have a planned outage at 3am on Saturday morning to do a black-start of the 7<sup>th</sup> Street substation. It should be less than 5 minutes. This test will tell us if we are done with the 7<sup>th</sup> Street Substation project, for now.

**Development Policies.** We had a meeting with Janet McRae, the Miami County Economic Development Director, to discuss with other city managers the retail report we are working on for our communities. We received preliminary data and reviewed what the builder's information sheet will look like. This may cause us to speed up our discussion of some short-term development policies to include in this flyer. If at all possible, we will try to have a preliminary discussion on April 13.

**Utility Billing Audit.** I met with Don Rankin, the auditor of the billing system, and went over some of the issues found in the review. We still have a handful of issues to resolve, but I believe what we have found is that our billing data needs to be updated and our process for keeping it updated needs to be improved. As of now, he has found an additional \$12,000 in annual revenue that was not being collected. I expect even more to come.

### Issues

**Lake Cleanup.** On Facebook a group of concerned citizens are organizing a Lake cleanup for April 2 at 1:00 pm. This is a citizen-led effort and they have contacted us about having dumpsters they can use. We are supporting them in this endeavor.

**Smoking Age Change.** For some reason, this week the news started spreading through the community that the City of Osawatomie raised the age to purchase or smoke tobacco. I don't know who confused "Overland Park" with "Osawatomie" from a newscast or media report, but obviously the action that Overland Park has taken has nothing to do with us. The Police Department has been inundated with calls the last two days trying to find out about the change. Staff is working on public responses to this ever-growing non-controversy.

**Summer Office Intern.** With the savings from our vacant front office position, we will be hiring a summer intern from the University of Ottawa. Amanda Stevenson is completing her junior year in accounting and we will be utilizing her background to help us establish some internal auditing processes and providing some overdue auditing and accounting work.

**President's Budget.** I think it is worth noting that President Trump's proposed budget eliminates funding for CDBG, State Revolving Loan Funds, and the Economic Development Administration. These three programs have been the primary grant sources for our street projects, the construction and updates of our sewer plant and the broadband grant. It also eliminates the LIHTC program which has built virtually every senior housing project in this community.

**Arbor Day.** We have not set a date or have anyone leading a project on Arbor Day. Just a reminder that we need to do something in April to keep our Tree City USA status.

**Upcoming Meetings/Dates**

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|----------|--|
| April 13 | City Council Meeting                   |
| April 27 | City Council Meeting – Move or Cancel? |
| May 11   | City Council Meeting                   |