

OSAWATOMIE CITY COUNCIL  
AGENDA  
**May 14, 2015**  
6:30 p.m., Osawatomi Library

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. Approve May 14 Agenda
  - B. Approve Minutes from April 9 and April 23 Council meetings
  - C. Approve Appropriation Ordinance 2015-4
  - D. Approve Jamboree Fireworks Display Permit
  - E. Approve Jamboree Special Event CMB Sales Permit
6. Presentations - none
7. Comments from the Public
  - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
8. Public Hearings - none
9. Unfinished Business
  - A. 812 South Street Condemnation
  - B. Proposed Nuisance Ordinance
  - C. Temporary Note Resolution
10. New Business
  - A. Appointments – none
  - B. Levee Tractor-Mower Purchase
  - C. Rural Fire District Contract
11. Council Reports
12. Mayor's Report
13. City Manager's Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

*REGULAR MEETING – May 28, 2015*

*REGULAR MEETING – June 11, 2015*

Osawatomie, Kansas. **April 9, 2015.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:33 p.m. Council members present were Dickinson, Farley Hampson, Hunter, LaDuex and Walmann. Absent were Wright and Maichel. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Max Caldwell and Collen Truelson.

**INVOCATION.** Tim Lewallen, Victory Baptist Church, delivered the invocation.

**CONSENT AGENDA.** Approval of April 9 Agenda, approval of minutes of March 12 and March 26 Council meetings, and approval of Appropriation Ordinance 2015-3. **Motion** made by Hunter, seconded by LaDuex to approve the Consent Agenda as amended. Yeas: All.

Presentations, Comments from the Public:

Pastor Lewallen is now the pastor at Victory Baptist Church. After serving two years as their Junior Pastor he stepped up when Senior Pastor Larry Osborne retired. The Church has something for very every age group. They will have their Vacation Bible School this summer and there are youth camps they attend. He served in the military and has been around the world. He believes this helps him in being a better pastor.

Max Calwell, 1004 4<sup>th</sup> Street, said the entrance to his driveway is still not fixed. It has been six months since the City crew repaired Fourth street. It was taken out when the City worked on Fourth Street six months ago.

Public Hearings: none

Unfinished Business:

**ORDINANCE – ALCOHOL AND CMB ON PUBLIC PROPERTY.** The OHS Alumni Association requested holding a street dance on the Saturday evening during their Memorial Day Weekend celebration. He merged the Special Events CMB permit with these type of requests. City Manager Cawby handed out a draft of the Special Events Permit Application which covers the responsibilities and restrictions for the event. It addresses the fees and deposit, the defined area of the event, restriction on containers, minors in possession, security and clean up. **Motion** made by LaDuex, seconded by Hunter to approve the Ordinance for alcohol ad CMB on public property. Yeas: All. The Ordinance was assigned No. 3727.

**ORDINANCE AUTHORIZING ISSUANCE OF BONDS FOR WATER SYSTEM.** The Ordinance authorizes the Water Line Relocation Project on Main Street and issuance of \$1,225,000 in bonds for its construction. It allows the City to issue Temporary Notes to pay a portion of the project until the bonds may be issued. Replacement of sidewalks had to be taken out of the grant. CDBG has a special round and the City will apply for sidewalks. **Motion** made by LaDuex, seconded by Hampson to approve the Ordinance authorizing the issuance of bonds for the water system, using the option of issuing temporary notes, for \$1,225,000. Yeas: All. The Ordinance was assigned No. 3728.

**RESOLUTION AUTHORIZING SALE OF TEMPORARY NOTES.** The Temporary Notes will be issued for approximately \$2,800,000. The sale of these notes combine the new Water System Temporary Notes with the reissuance of the Street Improvements Temporary Notes. **Motion** made by LaDuex, seconded by Hampson to approve the Resolution authorizing the issuance of bonds in the amount of \$2,800,000 for the Main Street Project Yeas: All. The Resolution was assigned No. 701.

**AUTHORIZING PUBLISHING OF NOTICE OF INTENT.** The Public Notification of Intent to File Application states the City has filed an application for financial assistance with USDA Rural Development for the relocation and replacement of water mains on Main Street. It allows the City's application to be processed so the project can be put out for bid. Motion made by Dickinson, seconded by Hampson to authorize publishing the Notice of Intent. Yeas: All.

**FIDUCIARY ENGAGEMENT AGREEMENT WITH GEORGE K. BAUM & COMPANY.**  
The Fiduciary Engagement Agreement was authorized to be executed in Resolution No. 701.

New Business:

**APPOINTMENTS:**

|               |               |      |
|---------------|---------------|------|
| Library Board | Amanda Moon   | 2016 |
|               | Samantha Moon | 2017 |
|               | Steve Clark   | 2018 |
|               | Verna Millard | 2019 |

**Motion** made LaDuex, seconded by Hunter to approve the appointments. Yeas: All.

**PROCLAMATION – FAIR HOUSING MONTH.** The Proclamation promotes fair housing practices throughout the City. Motion made by Hunter, seconded by LaDuex to approve the proclamation. Yeas: All.

**PROCLAMATION – ARBOR DAY.** The Proclamation declared April 25 as Arbor Day to urge all citizens to celebrate and to support efforts to protect the City’s trees and woodlands. Motion made by Hunter, seconded by Dickinson to approve the proclamation. Yeas: All.

**PROCLAMATION – NATIONAL LIBRARY WEEK.** The Proclamation declared April 12 – 18 as National Library Week to encourage all residents to visit the Osawatomie Public Library this week to take advantage of the wonderful library resources available at your library. Motion made by Hunter, seconded by LaDuex to approve the proclamation. Yeas: All.

**PROCLAMATION – DONITA JO ESCOTT DAY.** The Proclamation declared April 19 as Donita Jo Escott Day to extend best wishes to Donita Jo Escott on the occasion of her 90<sup>th</sup> birthday, with sincere congratulations for many more happy and productive years. Motion made by Dickinson, seconded by Hampson to approve the proclamation. Yeas: All.

**PURCHASE OF EQUIPMENT FOR GOLF COURSE.** After an initial inspection of the golf course maintenance equipment at the Osawatomie Golf Course, it is staff’s professional opinion that additions to the current equipment should be considered. There is a unique opportunity to gain three essential pieces of maintenance equipment that would allow substantial improvements to its operations and ensure that a breakdown in the current equipment would no longer cause an interruption to the maintenance and operation of the facility. The course is now maintained using:

|                                     |                        |
|-------------------------------------|------------------------|
| 2005 Greens Mower 2500 A            | John Deere 3,602 Hours |
| 2005 Fairway Mower 3225 C           | John Deere 3,322 Hours |
| 2005 Utility Vehicle Pro Gator 2020 | John Deere 2,833 Hours |

There is an opportunity to purchase replacements with between 1,300-1,800 hours which recently came off of a four-year lease agreement with the City of Overland Park through Professional Turf Products. The following three pieces represent an equitable replacement/addition. This equipment purchased new would be over \$100,000.

|                                |                 |
|--------------------------------|-----------------|
| 2011 Greens Mower Toro GR3150  | \$16,000        |
| 2011 Fairway Mower Toro RM5510 | \$13,000        |
| 2011 Utility Vehicle Toro HDX  | <u>\$ 8,500</u> |
|                                | \$37,500        |

The current Pro Gator utility vehicle has the spray rig attached which ties up the bed of the vehicle not allowing for hauling vehicles without removing the rig. It’s also used as the driving range picker. Purchasing the HDX would also allow the golf cart used by maintenance to be put back into the golf cart inventory. There are busy days when golf cart shortages occur. Also, there are capabilities to add a couple of less expensive pieces of equipment that can be purchased as the budget allows. Motion made

by Hampson, seconded by Dickinson to purchase for \$37,500 the three pieces of equipment from Professional Turf Products. Yeas: All.

**CDBG REVOLVING LOAN FUND DRAFT POLICY.** The Department of Commerce audited the City's CDBG Revolving Loan Fund's use. The money to capitalize the loan fund originally came as federal CDBG funds and the City is subject to ongoing State review of the fund. The current policy was established in 1987. The enclosed draft updates the CDBG's Revolving Loan Administration Process. There are some issues that still need to be addressed. One of them is the makeup of a review panel to evaluate the applications which are tied to jobs.

Council Reports:

Hunter: April 25 is Railroad Days. It is not coming together very well. The Union Pacific Railroad will bring in a train the next day allowing people to ride to Lane and back.

Mayor's Report:

The League's Governing Body Institute is coming up.

The recipient of the Governing Body of Osawatomie scholarship has been selected. the recipient and the amount of \$400 will be announced at the Annual Frank Elliott Scholarship Awards Banquet.

Proposed doing the ice cream socials again this summer. The Band of Oz will be available.

City Manager's Report:

*Projects:*

**Sports Complex.** The complex is usable for high school games. There continues to be steady progress. Grass seed with grass mats are being put down. The sod to be laid, once the final grade is set, will be Bermuda grass from Southern Kansas. Most of the work remaining includes the remaining sidewalks, parking lot final grade, drainage and prepping planting areas. The roof is on the concessions building and that work is progressing also.

*Issues:*

**Special CDBG Round.** The Department of Commerce has announced a special round of funding covering among things sidewalk improvements and playground and park improvements. This round only requires a 10% minimum match. A grant application will be submitted for funding to cover the cost of the sidewalks that were already designed in the street project, but were not funded by CDBG. Also to be included is the upgrade and resurfacing of the tennis and basketball courts at Cole Sports Complex. The \$113,000 already set aside for the sidewalks will be used for the matching money. The exact cost of the court improvement costs is not known but would be matched with CIP or Parks money. The State has \$12 million to give away for this round, so City Manager Cawby feels very good about the City's chances.

**Recreation Changeover.** School Superintendent Dave French and City Manager Cawby met on prioritizing tasks for the changeover in recreation programs. They talked about several transition details and information that needed to be given to each other. They will be meeting again to dig deeper into the arrangement. They have come quite a way in putting together an operating agreement with the School/Recreation Commission.

**Golf Course Advisory Committee.** The Advisory Committee is made up of three members from the Osawatomie Golf Course Association Board and two members from the general Association membership. The 2015 Committee Association Board representatives are Mike Gorman, Alan Haag and Diana Lickteig (subject to her acceptance) with Rick Anderson and John David Cole as the general

association members.

**Codification.** Three submissions for codification have been reviewed and references are being checked. The bids came in from between \$4,500 and \$11,000. A decision should be made by the end of the month and then staff will move forward with this much needed update.

EXECUTIVE SESSION – none

At **8:23 p.m. motion** made by **Hunter**, seconded by **Dickinson** to adjourn. Yeas: All.

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Ann Elmquist, City Clerk

Osawatomie, Kansas. **April 23, 2015.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 p.m. Council members present were Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel and Wright. Absent was Walmann. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Marti McDougal and Colleen Truelson.

INVOCATION. Marti McDougal, United Methodist Church, delivered the invocation.

CONSENT AGENDA. Approval of April 23 Agenda, approval of Dale and Jo’s Discount Fireworks stand and Osawatomie Public Fireworks Display, and approval of Special Events Permit for the Osawatomie Alumni Association. Motion made by Hunter, seconded by LaDuex to approve the consent agenda. Yeas: All.

Presentations, Comments from the Public:

Reverend McDougal said the Ministerial Association will have two presenters at their next meeting. Circles USA has begun starting up in Miami County. The program is designed to help individuals and families break the cycle of poverty. Talked about how the clergy can be involved in it and the churches. John DeVore left a trust to benefit fellow Miami County veterans. It is for veterans and their families in hardship cases. Discussed summer ministry and the churches doing it together again or each church doing it individually.

Public Hearings: none

Unfinished Business: none

New Business:

ELECTION RESULTS – ADMINISTER OATH OF OFFICE. City Clerk Elmquist reported the certified election results and administered the oath of office to incumbents Mayor Govea and Council Members Ted Hunter, Kirk Wright, Jeff Walmann and Nick Hampson.

|                           |            |                         |           |
|---------------------------|------------|-------------------------|-----------|
| <u>MAYOR</u>              |            |                         |           |
| <b>L. Mark Govea</b>      | <b>295</b> |                         |           |
| Write-Ins                 | 21         |                         |           |
| <u>WARD I</u>             |            | <u>WARD II</u>          |           |
| Matt Fields               | 18         | <b>Kirk Wright</b>      | <b>93</b> |
| <b>Ted L. Hunter</b>      | <b>38</b>  | Write-Ins               | 2         |
| Rick E. McKinney          | 6          |                         |           |
| Write-Ins                 | 0          |                         |           |
| <u>WARD III</u>           |            | <u>WARD IV</u>          |           |
| <b>Jeffrey D. Walmann</b> | <b>99</b>  | <b>Nicholas Hampson</b> | <b>44</b> |
| Write-Ins                 | 1          | Write-Ins               | 0         |

**ELECT COUNCIL PRESIDENT AND VICE PRESIDENT.** Mayor Govea opened nominations for Council President. Hunter was nominated. **Motion** made by Dickinson, seconded by Hampson that nominations cease. Yeas: All. **Motion** made by LaDuex, seconded by Maichel to elect Hunter as Council President. Yeas: All. Mayor Govea opened nominations for Council Vice-President. LaDuex was nominated. **Motion** made by Hunter, seconded by Dickinson that nominations cease. Yeas: All. **Motion** made by Dickinson, seconded by Hampson to elect Karen LaDuex as Council Vice-President. Yeas: All.

## APPOINTMENTS – COUNCIL LIAISONS & KMEA DIRECTOR #1

### Council Liaisons:

|                                  |                    |
|----------------------------------|--------------------|
| Economic & Community Development | Ted Hunter         |
| Historic Preservation            | Karen LaDuex       |
| Library Board                    | Karen LaDuex       |
| Parks & Recreation Committee     | Nick Hampson       |
| Public Safety Advisory Board     | Lawrence Dickinson |
| Tourism Committee                |                    |

**Motion** made by Hunter, seconded by LaDuex to approve the liaison appointments. Yeas: All.

KMEA Board of Directors                                          Director #1                                          City Manager Cawby

**Motion** made by LaDuex, seconded by Dickinson to approve the appointment of City Manager Cawby. Yeas: All.

**APPROVE OFFICIAL CITY DEPOSITORY.** **Motion** made by Hunter, seconded by LaDuex to approve First Option Bank as the official City depository. Yeas: All.

**CANOPY PURCHASE FOR SPORTS COMPLEX.** There has been a lot of support for the concept of putting a shade structure or canopy in the middle of the Sports Complex to tie the project together. It will provide additional shade for spectators and participants during the heat of the summer. The proposal was for a 47 foot octagon shade structure for \$10,239 from MD Materials Co. The estimated budget for installation would be \$15,000, with \$12,000 for the canopy and about \$1,600 for footings. **Motion** made by LaDuex, seconded by Hampson to approve the purchase of the proposed canopy as presented for \$12,164. Yeas: All.

**DISCUSSION OF CERTIFICATES OF APPRECIATION FOR BOARD/COMMITTEE MEMBERS.** Councilwoman Maichel and City Manager Cawby met and proposed a procedure for recognition of individuals that have served. The policy includes what to do when someone is appointed, completes their term, and if someone does not complete their term. A reception, prior to a City Council meeting, would be held in April or May to present certificates to those individuals that are leaving boards.

**DISCUSSION OF DRAFT NUISANCE ORDINANCE.** The Council received a draft revision of the City's nuisance code at an April 24, 2014 meeting. The changes are being initiated by staff to address several issues with the current code. Those issues are: (1) parking in the yard and grass in the street provisions were removed in the last codification, (2) the lack of specificity in the current code, and (3) eliminate confusion between the nuisance code and the building code.

### Council Reports:

LaDuex: The Library Board will be holding their annual Library Pancake Feed May 23. She will have tickets at the next meeting.

Hunter: In conjunction with Railroad Day, 300 tickets will be passed out Saturday for a chance on Sunday to ride a Union Pacific train down to Lane and back. The UP will also have a car that had been hit by a train along with a person talking about safety.

Maichel: Concerned about certain things and if the City is staying inside the CIP budget. More people need to be getting building permits and let people know there are consequences for not getting a permit.

### Mayor's Report:

KCPL had a workshop where they gave local government training tips. Included was discussion on illumination risks and getting a game plan for businesses looking at relocating.

An ad hoc committee has been formed for the transition of control of the Recreation Commission from the City to the school district. On the committee are Marsha Adams, Jeff Dorsett, Gary French, Mark Govea, Nick Hampson and Gordon Schrader.

The Governing Body Scholarship will be presented May 4.

The dates are needed from each ward on when they will be holding their Ice Cream Social. Ward 3 will have theirs June 14.

City Manager's Report:

Cabin Curator Grady Atwater asked about closing the Adair Cabin on Sundays. He is working every day the cabin is open because he no longer has any volunteers to help.

EXECUTIVE SESSION – none

**Motion** made at 8:23 p.m. by Hunter, seconded by Hampson to adjourn. Yeas: All.

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Ann Elmquist, City Clerk



# Record of Ordinances

ORDINANCE NO. 2015-04

DATE WARRANTS ISSUED:  
April 30, 2015

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    |
|--------------------------------|-------------------------------------|--------------|-----------|
| City of Osawatomie             | Petty Cash Reimbursement            | 1594         | 3,477.82  |
| KMEA                           | SPA Hydro Electricity               | 1595         | 2,670.77  |
| KMEA                           | WAPA Electricity                    | 1596         | 8,559.67  |
| KMEA                           | GRDA Electricity                    | 1597         | 87,989.88 |
| City of Osawatomie             | Petty Cash Reimbursement            | 1598         | 3,214.15  |
| Ace Pest Control               | Pest Control                        | 45455        | 475.00    |
| Amateur Sports Promotion       | 2015/16 Sports Calendar             | 45456        | 129.00    |
| AT&T                           | RTU's                               | 45457        | 221.96    |
| Baker & Taylor                 | Books                               | 45458        | 972.31    |
| Beachner Grain                 | Pramitol                            | 45459        | 47.30     |
| Bollings Bargain               | Tape Measure                        | 45460        | 6.95      |
| Bradley A/C & Heating          | Replace Fan Belt                    | 45461        | 116.65    |
| Brenntag Mid-South, Inc.       | Robinfloc                           | 45462        | 2,410.00  |
| C&G Merchants Supply, Inc.     | Cups, Lids, Coffee, Candy, Chips    | 45463        | 431.72    |
| Campbell Pet Company           | Pole Syringe, Needles, Syringes     | 45464        | 125.96    |
| CenturyLink                    | Long Distance                       | 45465        | 182.13    |
| CenturyLink                    | Services                            | 45466        | 1,512.72  |
| City of Osawatomie             | Utilities                           | 45467        | 12,058.86 |
| Cross Midwest Tire Co.         | Tire                                | 45468        | 439.36    |
| Delta Dental                   | Dental Insurance                    | 45469        | 2,836.22  |
| Donna & Viola's Shirts         | T Shirts                            | 45470        | 12.50     |
| Evco Wholesale Food Corp.      | Gatorade, Sausage, Hamburgers       | 45471        | 254.22    |
| Family Center                  | Tarp, Cooler, Outlet, Brooms        | 45472        | 1,004.20  |
| Bob Folks                      | Fairway Reels Maintenance           | 45473        | 300.00    |
| Hawkins                        | Aqua Hawk                           | 45474        | 2,124.00  |
| HD Supply                      | Meters, Flange, PVC, Gasket, Ring   | 45475        | 5,201.53  |
| Home Depot                     | Breaker, Wall plates, Switch, Tape  | 45476        | 1,138.01  |
| John Deere Landscapes          | Stonewall                           | 45477        | 723.54    |
| Kansas One Call System         | Locates                             | 45478        | 34.00     |
| Kincaid Ready Mix              | Concrete                            | 45479        | 14,818.50 |
| Lang Chevrolet                 | Armrest, Control                    | 45480        | 56.82     |
| Lybarger Oil                   | Fuel                                | 45481        | 4,382.13  |
| Miami County Treasurer         | Vehicle Registration                | 45482        | 98.00     |
| Miami Lumber, Inc.             | Lumber, Paint Thinner, Lock, Toilet | 45483        | 1,077.45  |
| Daniel Needham                 | Basketball Official                 | 45484        | 80.00     |
| Drew Needham                   | Basketball Official                 | 45485        | 20.00     |
| New Century Dodge              | Fuel Pump Module                    | 45486        | 224.00    |
| Oil Patch Pump & Supply, Inc.  | Adapter, Plug, Coupling, Bushing    | 45487        | 103.66    |
| Olathe Winwater Works Co.      | Couplings, Nipples, Tees, Saddles   | 45488        | 5,117.63  |
| Osawatomie Chamber of Commerce | Appropriation                       | 45489        | 10,000.00 |

## Record of Ordinances

DATE WARRANTS ISSUED:  
April 30, 2015

Page No. 2

| CLAIMANT                           | NATURE OF CLAIM OR SERVICE           | CLAIM NUMBER | AMOUNT    |
|------------------------------------|--------------------------------------|--------------|-----------|
| Osawatomie Pet Clinic              | Examination, Sutures, Rabies Test    | 45490        | 311.00    |
| Pace Analytical                    | Analytical Charges                   | 45491        | 314.00    |
| Paola Do It Best Hardware          | PVC Pipe, Outlet Cover, Wire Pulls   | 45492        | 373.79    |
| Pepsi                              | Pop, Container Deposit               | 45493        | 882.29    |
| Peterson Plumbing                  | Installed Backflow Preventer         | 45494        | 365.40    |
| Quill                              | Ink, Microwave, Copy Paper, Stapler  | 45495        | 205.13    |
| Reflective Group                   | Services                             | 45496        | 132.24    |
| Rejis Commission                   | Leweb Subscription Service           | 45497        | 32.76     |
| Ricoh                              | Freight for Cartridge                | 45498        | 45.00     |
| Rural Water District #1            | Services                             | 45499        | 239.23    |
| Scott A. Michie Planning Services  | Consulting Services                  | 45500        | 44.00     |
| Smitty's Lawn & Garden Equipment   | Deck Pin                             | 45501        | 11.71     |
| Suddenlink                         | Internet                             | 45502        | 324.85    |
| T Mobile                           | Services                             | 45503        | 39.63     |
| Tri County Termite & Pest Control  | Termite Control                      | 45504        | 480.00    |
| USA Blue Book                      | Nalgene, Ampule Kit, Colorimeter     | 45505        | 806.56    |
| Van Wall Equipment                 | Ball Bearing, Oil, Kit               | 45506        | 162.30    |
| Viking Industrial Supply           | Paper Supplies                       | 45507        | 551.34    |
| Wade Quarries                      | Gravel                               | 45508        | 4,337.49  |
| Westfall GMC Truck                 | Switch                               | 45509        | 61.15     |
| Winfield Solutions, LLC            | Fertilizer, Fungicide                | 45510        | 4,341.00  |
| Winterscheid Auto Parts            | Rotors, Brake Pads, Filters, Battery | 45511        | -         |
| Winterscheid Auto Parts            | Rotors, Brake Pads, Filters, Battery | 45512        | 2,328.41  |
| Crawford Sales Company             | Budweiser                            | 45513        | 239.00    |
| Midwest Distributions              | Miller                               | 45514        | 294.70    |
| KS Statebank                       | Bobcat-Lease                         | 45515        | 6,000.00  |
| Applied Maintenance Supplies       | Safety Glasses                       | 45516        | 419.43    |
| Brenntag Mid-South, Inc.           | Ammonium Sulfate, Alum Ground        | 45517        | 15,297.26 |
| Brewer's Automotive Repair         | Battery, Tube                        | 45518        | 130.16    |
| Cascade Subscription Service, Inc. | Golf Digest Subscription             | 45519        | 209.71    |
| Contech Engineered Solutions       | Pipe, Band Fasteners                 | 45520        | 386.80    |
| Design Mechanical, Inc.            | Replaced Motor and Capacitor         | 45521        | 823.93    |
| Dish Network                       | Services                             | 45522        | 105.66    |
| EMG, Inc.                          | Energy Consulting                    | 45523        | 4,964.00  |
| Gerken Rent-All                    | Propane                              | 45524        | 16.50     |
| Hanes Florist & Greenhouse         | Flowers                              | 45525        | 40.00     |
| Integrity Events, Inc.             | Deposit for Keith Anderson           | 45526        | 5,000.00  |
| JCI Industries                     | Rebuilt Lift Station Pump            | 45527        | 11,625.50 |
| Kansas City Wilbert                | Grave Openings                       | 45528        | 4,260.00  |
| Kansas Dept. of Commerce           | JTC Oil Lease-May 2015               | 45529        | 1,000.00  |
| Kansas Municipal Utilities         | 2nd Quarter Dues                     | 45530        | 2,338.00  |
| Kansas State Treasurer             | Training Funds                       | 45531        | 2,201.00  |
| Knox Company                       | Software                             | 45532        | 285.00    |
| Kranz of Kansas City               | Coveyor Chain                        | 45533        | 427.94    |
| L&K Services                       | Refuse, Sludge, Haul Off             | 45534        | 35,945.81 |

## Record of Ordinances

DATE WARRANTS ISSUED:  
April 30, 2015

Page No. 3

| CLAIMANT                          | NATURE OF CLAIM OR SERVICE            | CLAIM NUMBER | AMOUNT    |
|-----------------------------------|---------------------------------------|--------------|-----------|
| Moon's IGA                        | Cleaning Supplies, Buns, Water        | 45535        | 480.74    |
| NEKLS                             | DVD Cases, Earbuds                    | 45536        | 84.00     |
| Olathe Transmission Service, Inc. | Rebuilt Transmission                  | 45537        | 1,951.62  |
| Pitney Bowes                      | Postage Meter Lease                   | 45538        | 189.50    |
| R&J Trucking                      | Top Soil                              | 45539        | 2,677.25  |
| State Industrial Products         | Magic Mat                             | 45540        | 201.17    |
| Suddenlink                        | Internet                              | 45541        | 73.90     |
| Supreme Turf Products, Inc.       | Hold Cutter, Cup Setter               | 45542        | 225.08    |
| Visa                              | Books, DVDs, Flashlight, Balloons     | 45543        | 559.25    |
| Visa                              | Lodging, Postage, Parts               | 45544        | 4,373.13  |
| Wendt's Construction              | Construction-Sports Complex           | 45545        | 30,000.00 |
| Winkler, Domoney & Schultz        | Municipal Court Judge                 | 45546        | 2,060.00  |
| KMEA                              | EMP Electricity                       | 1599         | 37,855.93 |
| Kansas Department of Revenue      | Sales Tax                             | 1600         | 9,276.87  |
| Kansas Department of Revenue      | Compensating Use Tax                  | 1601         | 491.10    |
| Kansas Department of Revenue      | Sales Tax                             | 1602         | 988.68    |
| The World Company                 | Advertising-Summer Travel             | 45548        | 485.00    |
| Macek's Auto Body, Inc.           | Repair Street Sweeper                 | 45547        | 3,530.00  |
| American Textile Mills            | Grease Wipes                          | 45549        | 436.65    |
| Anthony Plumbing Co., Inc.        | Plumbing Rough-In                     | 45550        | 1,000.00  |
| Baker & Taylor                    | Books                                 | 45551        | 493.81    |
| Beachner Grain, Inc.              | Glyphosate, Amine                     | 45552        | 155.15    |
| BG Consultants                    | Consulting Services                   | 45553        | 15,976.27 |
| Bowes Automotive Products         | Tire Repair Supplies                  | 45554        | 102.20    |
| Brewer Automotive Repair, Inc.    | Change Tire, Replace Door Handle      | 45555        | 161.54    |
| CenturyLink                       | RTU's                                 | 45556        | 236.56    |
| Champion Brands, LLC              | Grease, Refrigerant, Injector Cleaner | 45557        | 381.56    |
| Classic Wood                      | Ripping Siding for Sidewalk Forms     | 45558        | 30.00     |
| Clinical Reference Laboratory     | Health Assessment                     | 45559        | 692.85    |
| CNH Capital                       | Filter, Link. Lens                    | 45560        | 146.61    |
| Commercial Floorworks, Inc.       | Carpet                                | 45561        | 5,949.00  |
| Donna & Viola's Shirts            | Patches                               | 45562        | 21.00     |
| Elliott Insurance, Inc.           | Treasurer's Bond, Add Additional Ins. | 45563        | 150.00    |
| Farwest Tool Belt                 | Tool Belt, Wrench, Hammer, Knife      | 45564        | 1,849.09  |
| Gallagher Benefit Services, Inc.  | Administration Fee                    | 45565        | 372.00    |
| Huber & Associates, Inc.          | Enterpol Maintenance                  | 45566        | 6,505.00  |
| Industrial Sales Company          | Catch Basin, Tee, Tube                | 45567        | 364.86    |
| JCI Industries                    | Pull, Teardown, & Inspect Pump        | 45568        | 2,757.50  |
| Kansas City Power & Light         | Services                              | 45569        | 1,298.55  |
| Kansas Gas Service                | Services                              | 45570        | 2,351.03  |
| League of Kansas Municipalities   | Mayor's Conference                    | 45571        | 95.00     |
| Logan Contractors Supply, Inc.    | Meadows Dot, Diamond Grid Fence       | 45572        | 757.70    |
| Madden Rental                     | Portable Toilet Rental                | 45573        | 795.00    |
| Miami County Health Department    | Hepatitis B                           | 45574        | 110.00    |
| NPG Newspapers                    | Booster Banners                       | 45575        | 130.00    |

## Record of Ordinances

DATE WARRANTS ISSUED:  
April 30, 2015

Page No. 4

| CLAIMANT                              | NATURE OF CLAIM OR SERVICE           | CLAIM NUMBER | AMOUNT    |
|---------------------------------------|--------------------------------------|--------------|-----------|
| Olathe Winwater Works                 | Nipples, Couplings, Saddles, Holesaw | 45576        | 1,864.75  |
| Pat's Signs                           | Banner, Business Cards               | 45577        | 129.00    |
| Psychological Resources               | Psychological Evaluation             | 45578        | 110.00    |
| Quill                                 | Ink, Copy Paper, Paper Trimmer       | 45579        | 232.13    |
| Rainbow Book Company                  | Books                                | 45580        | 956.81    |
| Reflective Group                      | Phones, Service                      | 45581        | 3,708.40  |
| Ricoh                                 | Copier Lease                         | 45582        | 280.78    |
| Ricoh                                 | Copier Lease                         | 45583        | 96.87     |
| Ricoh                                 | Copier Lease                         | 45584        | 183.90    |
| RMI Golf                              | Voltage Regulator                    | 45585        | 87.06     |
| Royal Publishing                      | Ad                                   | 45586        | 205.00    |
| Seneca Free Library                   | Book                                 | 45587        | 6.00      |
| Sprint                                | Services                             | 45588        | 24.71     |
| Stanion Wholesale Electric            | Vac B+S Wire SP K                    | 45589        | 83.90     |
| Suddenlink                            | Internet                             | 45590        | 59.95     |
| Superior Lamp                         | Bulbs                                | 45591        | 644.70    |
| Superior Vision                       | Vision Insurance                     | 45592        | 588.70    |
| Turfwerks                             | Decoders, Repair Decoder System      | 45593        | 3,481.62  |
| Walmart                               | Paint, Pop, Water, Cleaning Supplies | 45594        | 423.84    |
| Zep Sales & Service                   | Twister Ultra Aerosol, Zep 65 Aero   | 45595        | 272.90    |
| KMEA                                  | Nearman Electricity                  | 1603         | 20,502.64 |
| United Healthcare                     | Health Insurance                     | 1604         | 33,068.34 |
| City of Osawatomie                    | Petty Cash Reimbursement             | 1605         | 2,943.47  |
| US Treasury                           | Penalties and Interest               | 45596        | 3,563.69  |
| Altec Parts                           | Aerial Tool Bucket                   | 45597        | 86.96     |
| American Law Enforcement              | Recalibrate Radar                    | 45598        | 160.00    |
| California Contractors Supplies, Inc. | Led Cordless Light, Plastic Ties     | 45599        | 189.98    |
| Callaway Golf Sales Company           | Golf Clubs                           | 45600        | 588.70    |
| CenturyLink                           | Services                             | 45601        | 1,681.21  |
| CenturyLink                           | Long Distance                        | 45602        | 218.11    |
| Coleman Equipment, Inc.               | Relay, Kit                           | 45603        | 89.59     |
| Computers & More, LLC                 | Computer, Filter Inboxes, Cable      | 45604        | 1,328.09  |
| Elite Carriages of Kansas City        | Performance Fees-Deposit             | 45605        | 225.00    |
| Richard Fisher                        | Attorney Fees                        | 45606        | 1,050.00  |
| Freestate Doors, Inc.                 | Service Call-Chain Drive, Cable      | 45607        | 413.75    |
| Golden West Industrial Supply         | Gloves, Ballwash                     | 45608        | 157.48    |
| Home Depot                            | Emergency Light, Lamp Kit, Stone     | 45609        | 1,363.58  |
| Killough Construction                 | Asphalt                              | 45610        | 526.70    |
| Martin Pringle                        | City Prosecutor, Municipal Matters   | 45611        | 3,945.40  |
| Maxim Golf Solutions                  | Consulting Services                  | 45612        | 2,500.00  |
| NPG Newspapers, Inc.                  | Special Permit-Alcohol, Water Imp    | 45613        | 264.21    |
| Postmaster                            | Utility Billing                      | 45614        | 1,000.00  |
| Reflections of Polynesia              | Deposit-Jamboree Performance         | 45615        | 1,260.00  |
| Rejis Commission                      | Leweb Subscription Service           | 45616        | 32.76     |
| Ricoh                                 | Copies                               | 45617        | 156.32    |



CITY OF OSAWATOMIE  
439 Main Street  
PO Box 37  
Osawatomie, KS 66064

Phone: (913) 755-2146  
Fax: (913) 755-4164  
cityclerk@osawatomieks.org

2015

## APPLICATION FOR FIREWORKS DISPLAY PERMIT

Chapter 7, Article 3, Subsection 306 of 2010 Municipal Code

Purpose of Event John Brown Jamboree

Applicant's Name City of Osawatomie

Address PO Box 37, Osawatomie, KS 66064

Phone Number 913-755-2146 Emergency Number 913-755-2101

Name of Public Fireworks Display Operator Dan Macek

Kansas State Fire Marshal License Number MIFOO006

Date & Time of Discharge June 20, 2015 at 11:00 p.m.

Site Address on levee north of John Brown Park

Supplier Name Aerial FX, Inc. Phone Number 816-238-2800

Address 121 SE Turner Road, St. Joseph, MO 64504

Anticipated Need for Police, Fire or other City services \_\_\_\_\_  
Tanker truck, firemen, police officers

Copies of the following, when applicable, are part of the application and must be received at least 30 days prior to the date of the display to be eligible for consideration:

Certificate of Insurance  
Detailed Site Plan  
Display Operators License

Type and Number of Fireworks - detailed list  
Payment of Permit Fee

Applicant's Signature  Date 5-7-2015

**FOR OFFICE USE ONLY**

Date of Application 6/20/15

Receipt Number NA Cash NA Check # NA

NA Certificate of Insurance  
NA Detailed Site Plan

NA Council Approval Date  
NA Fire Chief Approval Date  
NA Utility Distribution Supervisor Approval  
Permit Approved by City Clerk

NA Display Operators License  
NA Type & Number of Fireworks - detailed list

Signature NA  
Signature NA  
Signature NA



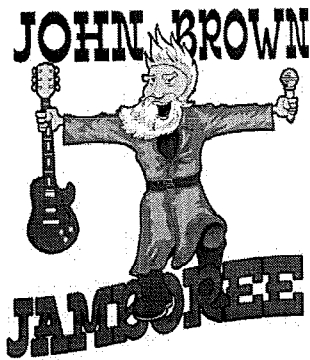
City of Osawatomi  
439 Main Street, P.O. Box 37  
Osawatomi, KS 66064  
(913) 755-2146

# 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:<br><p style="font-size: 1.2em; margin: 0;">John Brown Jamboree</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                | Date Filed: _____<br>Event Deposit _____<br>Date Paid: _____<br>\$50 Permit Fee _____<br>Date Paid: _____<br>\$25 State Permit _____<br>Date Paid: _____ |
| 2. CONTACT PHONE # AND EMAIL (OPTIONAL):<br><p style="font-size: 1.2em; margin: 0;">Mike Moon 913-731-4144</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                |                                                                                                                                                          |
| 3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:<br><p style="font-size: 1.2em; margin: 0;">Annual City Celebration ~ Luau, Car Show, Music Concert</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                |                                                                                                                                                          |
| 4. MAILING ADDRESS OF APPLICANT/ORGANIZATION:<br><p style="font-size: 1.2em; margin: 0;">P.O. Box 63<br/>Osawatomi, KS 66064</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5. ADDRESS/LOCATION OF SPECIAL EVENT:<br><p style="font-size: 1.2em; margin: 0;">John Brown Park</p>                                                                           |                                                                                                                                                          |
| 6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:<br><p style="font-size: 1.2em; margin: 0;">6/19/15 ~ 6 PM to 11 PM ~ Luau<br/>6/20/15 ~ 7 AM to Midnight ~ Car Show &amp; Music Concert</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                |                                                                                                                                                          |
| 7. ENTRY TO EVENT: FEE YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/><br><p style="font-size: 0.8em; margin: 0;">music <input checked="" type="checkbox"/> car show <input checked="" type="checkbox"/><br/>PUBLIC <input checked="" type="checkbox"/> OR PRIVATE _____</p>                                                                                                                                                                                                                                                                                                                                       | 8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO _____<br>IF YES, TIME OF CLOSURE REQUIRED:<br>Carshow 8AM - 4PM (or sooner)<br>Main St. west of 10th to 11th St. | 9. # OF EXPECTED ATTENDINGS:<br><p style="font-size: 1.2em; margin: 0;">1,500</p>                                                                        |
| 10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES <input checked="" type="checkbox"/> NO _____<br>WILL CMB BE SOLD AT THE EVENT? YES <input checked="" type="checkbox"/> NO _____<br>WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES <input checked="" type="checkbox"/> NO _____<br>IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED 07/26/62 <input checked="" type="checkbox"/> music                                                                                                                                                                            |                                                                                                                                                                                |                                                                                                                                                          |
| 11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES <input checked="" type="checkbox"/> NO _____<br>IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE:<br><p style="font-size: 1.2em; margin: 0;">EMC Insurance; Charlie Brenzikofer; \$2,000,000</p>                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                |                                                                                                                                                          |
| <b>STATEMENT OF APPLICANT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                                                                                                                                                          |
| I HAVE REVIEWED THIS APPLICTION 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                | DATE 5/11/15                                                                                                                                             |
| PERMIT APPLICATION: APPROVED _____ DENIED _____<br>DECISION BY: _____ DATE OF DECISION: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                                                                                                                                                          |
| COMMENTS: _____<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                |                                                                                                                                                          |



**John Brown Jamboree Committee**  
P.O. Box 63, Osawatomie, KS 66064  
Phone: (913)755-4114  
Email: ozjamboree@gmail.com

May 11, 2015

To: City of Osawatomie

Re: Beer Permit

In addition to the normal sale and consumption of beer inside our concert area during our Jamboree Concert, we are adding a couple of additional times and locations to the permit application.

1. Friday Evening June 19, during our free public luau.
  - a. Sell time 7PM to 11 PM
2. Saturday Day, June 20, during our car show event
  - a. Sell time 9AM to 4 PM

The sale and consumption area of these additions will be the same. We anticipate selling at or near the rear outdoor stage of Memorial Hall. The consumption area will be limited to the area directly east of Memorial Hall, bordered by Main Street on the south, the park entrance road on the east, and the road leading to the cabin on the north. Signs will be posted at the perimeter: No Alcohol Beyond This Point.

We will not allow alcohol to be carried on the city streets, in the playground area of the park, or into the carnival area of the park.

As always, all I.D.s will be checked before sale, and will use wristbands to identify persons cleared to consume alcohol.

  
Mike Moon  
Jamboree Committee Chair



Osawatomie, Kansas. **March 12, 2015.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:33 p.m. Council members present were Dickinson, Farley Hampson, Hunter, LaDuex, Maichel, Walmann and Wright. Also present were City Manager Cawby, City Attorney Wetzler and Acting Secretary Sullivan. Visitors were Shelagh Wright, Ben Wendt, Cody McMullen, DJ Needham and Collen Truelson.

INVOCATION. Councilman Hunter delivered the delivered the invocation.

CONSENT AGENDA. Approval of March 12 Agenda and approval of minutes of February 12 and February 26 Council meetings. **Motion** made by LaDuex, seconded by Hunter to approve the Consent Agenda as amended. Yeas: All.

Presentations, Comments from the Public:

Cody McMullin, 804 South St, bought lot with trailer that is on the condemnation list and needs an extension.

Ben Wendt, 36469 Crescent Hill, wanted to know if the school was taking over the ball park. Asked if batting cages were going to be put in. Hampson said they would be installed and that the park would be ready for baseball season, weather permitting.

Shelagh Wright advised the Council that she submitted her resignation to the Chamber Board, effective March 31, 2015.

Public Hearings: none

Unfinished Business: none

New Business:

**APPOINTMENTS:** none

**PROCLAMATION - MARCH FOR MEALS MONTH.** **Motion** made by Hunter, seconded by Maichel to approve the proclamation. Yeas: All.

**FIRST AMENDMENT TO KDHE WASTEWATER LOAN FUND AGREEMENT.** The Wastewater Treatment Plant project took longer than expected. The original deadline to establish payments was one year year after the loan was granted. The deadline will now be sixth months after completion. The amendment grants the six month extension and makes the payments interest only. **Motion** made by Maichel, seconded by Hunter to approve the the first amendment to the KDHE loan agreement. Yeas: All.

**APPROVAL OF CAPITAL IMPROVEMENT PLAN CHANGE.** The budget for the Concession Stand project was \$135,900 and some adjustments need to be made. The Sports Complex money approved for 2014 would be moved to 2015 and to take savings from the other accounts which were general park improvements. **Motion** made by Dickinson, seconded by Hampson to modify the changes to the CIP for the Sports Complex. Yeas: All.

**DEMOLITION BIDS FOR CONDEMNED STRUCTURES.** Cody McMullen bought 812 South Street. He is more than half way done with the demolition but needs more time. The bids received were:

|                      | <u>Gowing<br/>Construction</u> | <u>Harvey<br/>Brothers</u> | <u>Remco<br/>Demolition</u> |
|----------------------|--------------------------------|----------------------------|-----------------------------|
| 345 Parker           | \$10,975                       | \$10,500                   | \$ 4,160                    |
| 403 Chestnut         | \$11,350                       | \$ 7,853                   | \$ 4,880                    |
| 715 Chestnut         | \$ 3,195                       | \$ 3,000                   | \$ 1,800                    |
| 812 South St         | \$ 3,100                       | \$ 3,000                   | \$ 1,800                    |
| 901 Chestnut         | \$ 3,475                       | \$ 3,500                   | \$ 1,800                    |
| 1006 5 <sup>th</sup> | \$ 9,850                       | \$ 8,460                   | \$ 4,200                    |
|                      | \$41,945                       | \$36,313                   | \$18,640                    |

**Motion** made by LaDuex, seconded by Maichel to accept the Remco Demolition bid but remove 812 South Street with the adjusted bid of \$16,840. Yeas: All

City Manager Cawby recommended giving McMullen 30 days to finish 812 South Street and to revisit at the May 14 Council meeting. **Motion** made by LaDuex, seconded by Hampson to give the owner of 812 South Street 30 more days. Yeas: All.

**COMPREHENSIVE PLAN PROPOSAL.** The most recent plan is from 1998 and needs to be updated. This will give the Planning Commission guidelines to follow. Scott Michie, the City's on-call planner, provided a bid of \$22,000 to get the Plan started. He can start around August and it will take about nine months. **Motion** made by LaDuex, seconded by Hunter to accept Scott Michie's bid of \$22,000. Yeas: All.

Council Reports:

Maichel: Would like to make letters of appreciation to people that serve on the Advisory Boards.

Mayor's Report:

March 16 – March 20 is March for Meals. If anyone would like to assist with the Meals On Wheels program, contact the Senior Center

City Manager's Report:

*Projects:*

**Golf Course Clubhouse Renovations.** Most of the interior renovations are complete. The next steps will be to paint the outside of the building and to stain the deck.

*Issues:*

**T-Mobile Contract.** Has been working with T-Mobile quite a bit over the past few weeks on several issues. First, T-Mobile has already been in and upgraded the antennae and connections to fiber so that they can offer 4G service in the near future. T-Mobile is also asking to place a microwave dish on the east water tower to back-feed another tower that doesn't have fiber close enough to provide 4G coverage. Is working with City Attorney Wetzler negotiating a revision to the contract to receive additional compensation for this dish installation.

**Insurance.** The City was approached by two new companies about putting out for bid the City's property and liability insurance coverage for 2015 (renewal is April 1). One company dropped out, but the City's current provider EMC and the health insurance broker Gallagher, are both submitting bids for 2015. Those numbers should be presented to the Council for selection at the March 26 meeting.

**2015 Budget.** While we ended 2014 with very good balances, but we also built a budget for 2015 that was very aggressive and fairly lean. Since then there have been some unexpected surprises, Three Department level positions departed, one which had a major payout. Also, the uncertainty of the recreation programs and the unanticipated expenses at the sports complex have been wildcards in the



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** May 14, 2015

**AGENDA ITEM:** Revised Nuisance Code

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** At the April 24, 2014 meeting, the Council received a draft revision of the City's nuisance code. The changes are being initiated by staff to address several issues with our current code. Those issues were: (1) parking in the yard and grass in the street provisions were removed in the last codification, (2) the lack of specificity in the current code, and (3) eliminate confusion between nuisance code and building code. There was also the need to consolidate the administrative provisions of the nuisance articles as each section stated process provisions in a slightly different manner.

This review is to determine whether the City wants to move forward with this revision to the nuisance code. Below is an overview of the major provisions in the act.

**Administrative Provisions.** We have made few changes, but consolidated these into one area. The hearing provision remains as it was before, with appeals going to the City Council. The Council should review whether this is the method desired for nuisance hearings. Alternatives could be: (1) appointing the City Manager, or his or her designee, as the hearing officer, or (2) designating a neutral third party administrative hearing judge (usually done in larger communities).

**Health Nuisances.** More detail is provided on types of nuisance violations. The City Attorney pointed out that this is likely to be needed in light of recent cases.

**Yard Nuisances.** A couple provisions borrowed from other communities may be a challenge for Osawatomie. The first is the drying of laundry in the visible front yard. The second is the requirement of landscaping to avoid dust nuisances. I also believe the provision on the amount

of wood that can be stored on premise and the storage of building materials may also be provisions that create some opposition.

**Vehicle Nuisances.** Our current code only deals with junk or inoperable vehicles on private property. This revised ordinance places back in code provisions dealing with storage or parking of vehicles, RVs and other vehicles on private property. There are a few provisions where setting the limit may be the issue, such as length or tonnage. There is also a provision about parking a RV type trailer on the street.

**Grass in the Street.** The 2008 codification eliminated the prohibition against putting grass clippings in the street or public road.

**Code has Precedence.** This revision also states that in the circumstances of conflict with building or property maintenance code, the Municipal Code shall take precedence.

**Final Change.** I made some technical revisions to the final versions, but did find a loophole that I believe should be eliminated. It says that gravel drives are allowed off of alleys. However, I don't believe that someone should be able to abandon or not maintain a street access to a property and go only to an alley access. I believe that is not the intent of this provision. I put in some language to address this issue.

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

**STAFF RECOMMENDATION TO COUNCIL:** Approve the ordinance, after debate and amendment, if necessary. We recommend publishing this as a Summary Publication, because of its length.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE CURRENT NUISANCE CODES OF THE CITY BY AMENDING ARTICLES ONE THROUGH FIVE OF CHAPTER EIGHT AND ADDING A NEW SECTION TO ARTICLE TWO OF CHAPTER THIRTEEN OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, KANSAS.

WHEREAS, the purpose of this ordinance is to protect, preserve, upgrade and regulate the environmental quality of industrial, commercial and residential neighborhoods in this City, by outlawing conditions which are injurious to the health, safety, welfare or aesthetic characteristics of the neighborhoods and to provide for the administration and enforcement thereof; and

WHEREAS, the City Council has found that there exists within the City unsightly and hazardous conditions due to: health hazards; harborage of vermin; dilapidation, deterioration or disrepair of structure exteriors; accumulations increasing the hazard of accidents or other calamities; uncleanliness; unsightly stored or parked material, equipment, supplies, machinery, vehicle parts; and

WHEREAS, such conditions are inimical to the general welfare of the community in that they have blighting influence on the adjoining properties, the neighborhood and the City, or are injurious to the health and safety of the residents of the City; and

WHEREAS, the governing body desires to promote the public health, safety of the residents of the City; and

WHEREAS, the governing body desires to promote the public health, safety and welfare by the repair, removal, abatement, and regulation of such conditions in the manner hereafter provided;

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

**Section 1.** Article 1 of Chapter 8 of the Code of the City of Osawatomie is hereby amended to read as follows:

**ARTICLE 1. DEFINITIONS**

**8-101. DEFINITIONS.** The words and phrases listed below when used in this Chapter shall have the following meanings:

(a) Abandoned or Inoperable Vehicle - shall mean:

(1) A condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purposes for which it was originally constructed, or

(2) The absence of a current valid registration plate upon such vehicle permitting that vehicle to be operated on the public streets and highways of the State of Kansas, unless the vehicle has a non-highway vehicle title issued solely because the vehicle was not manufactured for street use, or

(3) The absence of one or more of the parts of the vehicle necessary for the lawful operation of the vehicle on the public streets and highways, unless the vehicle has a non-highway title issued solely because the vehicle was not manufactured for street use, or

(4) The placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports.

(b) Accessory Structure - shall mean a secondary structure detached from the principal structure but on the same premises, including, but not limited to, garages, sheds, barns, or outbuildings.

(c) Automobile repair - shall mean the repair or restoration of any motor vehicle body or parts, and shall include, without being limited to, glass installation and replacement, brake and muffler repair and replacement, window tinting, radio and stereo installation, tire and battery replacement, tune ups, repair and servicing of motor vehicle engines, including overhauls, transmission work, body work and painting.

(d) Building - shall mean any structure, whether public or private, that is adapted for occupancy as a residence, the transaction of business, the rendering of professional services, amusement, the display, sale or storage of goods, wares or merchandise or the performance of work or labor, including office buildings, public buildings, stores, theaters, markets, restaurants, workshops and all other houses, sheds and other structures on the premises used for business purposes.

(e) Commercial or Industrial - shall mean used or intended to be used primarily for the other than residential or agricultural purposes.

(f) Compost Pile - shall mean a mixture consisting of leaves, stems, grasses, dirt and other organic matter which shall be stored in an enclosure and used for garden soil conditioning purposes. Said enclosure shall be screened or placed in a manner which is not offensive to neighboring residents or the general public.

(g) Designated Driveway - shall mean the surfaced roadway leading from the street to the garage, covered parking area, or other permitted off street parking areas. Each residence is allowed on designated driveway for single family or duplex residences. The maximum width of the designated driveway for a single family residence or for each drive of a duplex is twenty-four (24) feet wide.

(h) Dilapidation, Deterioration or Disrepair - shall mean any condition characterized by, but not limited to: holes, breaks, rot, decay, crumbling, crackling, peeling or flaking paint, rusting, or other evidence of physical damage, neglect, lack of maintenance, excessive use or weathering.

(i) Enclosed building - shall mean the primary structure or an attached garage fully enclosed by walls and a roof, with all windows or doors completely closed.

(j) Exterior - shall mean those parts of a structure which are exposed to the weather or subject to contact with the elements; including, but not limited to: sidings, facings, veneers, masonry, roofs, foundations, porches, screens, shutters, windows, doors or signs.

(k) Front surface of a residence - shall mean that wall surface, or combination of surfaces, that is visible from the front lot line; provided, however that surfaces

which are perpendicular or nearly perpendicular to the front lot line are excluded, as are surfaces of minor building projections such as fireplaces or bay windows.

(l) Front yard - shall mean a yard across the full width of the lot extending from the front line of the main building to the front lot line.

(m) Garbage - shall mean all kitchen and table refuse and every accumulation of animal, vegetable and other material that attends the preparation, consumption, decay or dealing in or storage of meat, fish, fowl, birds, grain, fruits, vegetables or other types of foods of whatever character and shall include all animal and vegetable refuse from kitchens and all household wastes that shall have resulted from preparation of food including tin cans and bottles.

(n) Graffiti - shall mean any writing, printing, marks, signs, symbols, figures, designs, inscriptions or other drawings which are scratched, scrawled, painted, drawn, etched or otherwise placed on any structural component of any building, wall, rock, window fence, sidewalk, curb, tree, sign, gate, or other real or personal or private property or public or right of way, regardless of the nature of the material used in its application. “Graffiti” shall not include any permitted sign allowed to be erected by other City ordinances.

(o) Hearing Officer - shall mean a person appointed by the Governing Body to conduct the hearing pursuant to this Chapter.

(p) Litter - shall mean garbage, refuse and rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

(q) Paved driveway or paved parking area - shall mean a hard-surfaced area designed and constructed specifically for use by motorized vehicles as a path for the vehicle to be driven across or as a location at which a vehicle could be parked or stored. Such driveways and parking area shall include only that surface area that is continuously connected to a public or private street via a paved surface wide enough for use by a standard passenger car. The paving material for a “paved driveway or paved parking area” shall consist of concrete, asphalt, paving, brick or similar material. The term “paved parking area” may include a public or private street where on-street parking is permitted.

(r) Person - shall mean any individual, individuals, corporation, partnership, unincorporated association, other business organization, committee, board, trustee, receiver, agent or other representative who has charge, care, control or responsibility for maintenance of any premises, regardless of status as owner, renter, tenant, or lessee, whether or not in possession.

(s) Premises - shall mean any lot, plot or parcel of land including the structures thereon. Premises shall also mean any lot, plot or parcel of land without any structures thereon.

(t) Private property or private premises - shall mean any dwelling, house, building or other structure, designed or used wholly or in part for private residential purposes or commercial purposes or industrial purposes, whether vacant or not, and shall include any yard, grounds, parking area, walk, driveway, porch, steps, vestibule or mailbox appurtenant to such dwelling, house, building or other structure.

(u) Property Owner - shall mean any person, partnership or corporation who alone or jointly or severally with others has legal title to land and/or structures, or any person, partnership or corporation who is trustee or guardian of the estate of the title holder.

(v) Public Officer - shall mean a Police Officer employed by the City of Osawatomie or any other individual designated as a Public Officer by the City Manager.

(w) Public place - shall mean any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, spaces, grounds and buildings.

(x) Recreational Vehicle - shall mean any vehicles used for purposes other than the primary source of transportation for a household, including travel trailers, folding tent trailers, motorhomes, truck campers removed from a truck or pickup, horse trailers, boats over fourteen (14) feet in length with or without trailers, all-terrain vehicles and other similar vehicles. This definition shall not include mobile homes.

(y) Refuse - shall mean any and all accumulations of, but not limited to, putrescible waste material, garbage, trash, rubbish, ashes, dead animals, abandoned automobiles and parts thereof, solid market and industrial wastes and construction wastes, paper, packing material, pasteboard, cinders, metal, sod, dirt, sand, rocks, bricks, or other masonry, and small tree limbs under five (5) inches in diameter when cut to a length of not to exceed three (3) feet and tied in bundles. The term refuse shall include waste products from the construction, remodeling, demolition or repair of any building, or resulting from any construction or building operation.

(z) Resident or tenant - shall mean the person, partnership or corporation occupying or utilizing the primary structure on the site as a residence in a residential structure or as a business tenant in a nonresidential structure.

(aa) Residential - shall mean used or intended to be used primarily for human habitation.

(bb) Residential zoning districts - shall mean that land area, including public and private streets, that is contained within one of the zoning districts defined by the Land Development Ordinance of the City of Osawatomie as a residential district. This definition shall include those sections of public and private streets that abut residentially zoned land on both sides.

(cc) Rubbish - shall mean non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

(dd) Section - shall mean the stated section of the Osawatomie Municipal Code.

(ee) Structure - shall mean anything constructed or erected which requires location on the ground or is attached to something having a location on the ground including any appurtenances belonging thereto.

(ff) Trailers - shall mean a utility trailer having a gross weight less than fifteen hundred (1500) pounds.

(gg) Trash - shall mean combustible waste consisting of, but not limited to: cartons, boxes, barrels, excelsior, furniture, bedding, rags, leaves, metal, tin cans, glass, crockery, plastics, mineral matter, ashes, cement debris, or street rubbish and sweepings.

(hh) Vehicle or motor vehicle - shall mean any a currently licensed motorized or non-motorized conveyance that includes, but is not limited to an automobile, car, truck, tractor, trailer, motorcycle or watercraft, in operable condition.

(ii) Vehicle owner - shall mean the person, part ownership or corporation registered as the owner of a particular vehicle.

(jj) Weathered - shall mean deterioration caused by exposure to the elements.



(kk) Weeds - shall mean, as used herein, any of the following:

- (1) Brush and woody vines shall be classified as weeds;
- (2) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- (3) Weeds which bear or may bear seeds of a downy or wingy nature;
- (4) Weeds which are known to cause allergic skin reactions or other serious medical conditions to the general public such as poison ivy, poison oak, poison sumac, and similar plants;
- (5) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare; or
- (6) Weeds and grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

(ll) Yard - shall mean the area of the premises not occupied by any structure. Any unenclosed building or structure (i.e. car port, porch, deck, and pool) is considered yard for the purpose of this Article but are not counted in the total open space.

**Section 2.** Article 2 of Chapter 8 of the Code of the City of Osawatomie is hereby amended to read as follows:

**ARTICLE 2. NUISANCE ENFORCEMENT & ADMINISTRATION**

- 8-201. PUBLIC OFFICER.** The City Manager shall designate a public officer(s) to be charged with the enforcement of this Chapter.
- 8-202. RIGHT OF ENTRY.** It shall be a violation of this Chapter to deny the public officer the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists.
- 8-203. UNLAWFUL INTERFERENCE.** It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute a code violation.
- 8-204. ENFORCEMENT STANDARDS.** No person shall be found in violation of this Chapter unless a public officer, after reasonable inquiry and inspection of the premises, finds evidence of nuisance conditions or other violations declared unlawful as outlined in this Chapter.
- 8-205. *Reserved for future use.***
- 8-206. INQUIRY AND COMPLAINTS; INSPECTION.**  
(a) The public officer shall make inquiry and inspection of premises that a nuisance may exist under the following circumstances:  
(1) upon receiving a complaint or complaints that a nuisance exists; or

(2) the officer personally observes conditions which appear to constitute a nuisance;

(3) receiving written or documented information from any other employee or officer of the City, state or federal government having jurisdiction or knowledge to provide observation or notification of conditions which appear to constitute a violation.

(b) Upon making any inquiry and inspection, the public officer shall make a written report of findings.

**8-207. NOTICE OF VIOLATION; AUTHORITY TO ISSUE NOTICE TO APPEAR.**

Any person, corporation, partnership or association found by the public officer to be in violation of this Chapter shall be sent a Notice of Violation by the public officer. The Notice of Violation shall state:

(a) The address where the condition exists; and

(b) The condition which has caused the violation of this Chapter; and

(c) The person or entity in violation shall have 10 calendar days from the date of Notice of Violation to alleviate any nuisance violation of this Chapter except an exterior structure nuisance shall have 30 calendar days; or in the alternative,

(1) The person or entity in violation may enter into a written agreement with the City to alleviate the nuisance violation within a specified time limit if the public officer believes an extended period of time is warranted. Failure to eliminate the violation under the terms of the agreement waives the right to a hearing before the hearing officer and the person or entity in violation will be served a Notice to Appear in Municipal Court; or

(2) That the person or entity in violation may, within 10 calendar days from the date of the Notice of Violation, request in writing for a hearing on the matter as provided in Section 8-210.

(d) That failure to alleviate the condition will result in either,

(1) abatement of the condition by the City with the costs assessed against the property under Section 8-212; or

(2) the person or entity being served a Notice to Appear in Municipal Court for adjudication of the violation.

**8-208. SERVICE OF NOTICES.**

(a) Unless otherwise prescribed by Kansas statute, all written notices required to be given under the provisions of this Chapter may be served in the following manner:

(1) By personal delivery at such person's residence—with an individual 18 years of age or older being a member of the family or cohabitant, or at such person's place of business with an employee of the business; or

(2) By certified mail, return receipt requested to the person in violation and also to the owner, if the City abatement is assessed to the property; or

(3) If the owner or the agent of the owner of the property has failed to accept delivery, or has otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the City may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property,

personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail.

(4) If in the event the whereabouts of such person is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official City newspaper and by posting a copy of the resolution on the premises where such condition exists.

(b) In the case of notices issued for grass or weed nuisances, the City shall only provide one notice for each calendar year. All subsequent violations after the first notice, whether abated by the person in violation or by the City, will not require further notice in that calendar year before the City abates the grass or weed nuisance.

**8-209.** *Reserved for future use.*

**8-210. HEARING.**

(a) If a hearing is requested within the 10 day period as provided in Section 8-207, such request shall be made in writing to the City Clerk. Failure to make a timely request for a hearing shall constitute a waiver of the person's or entity's right to contest the findings of the public officer.

(b) The hearing shall be held by the governing body, as soon as reasonably possible after the filing of the request and the person or entity shall be advised by the City of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the governing body. The hearing need not be conducted according to the formal rules of evidence.

(c) Upon conclusion of the hearing, the findings of the governing body shall be prepared in resolution form, adopted by the governing body, and the resolution shall be served upon the person by the City in the manner provided in section 8-208.

**8-211. MUNICIPAL COURT; PENALTY.** The public officer or City Prosecutor may file a complaint in the Municipal Court and serve a Notice to Appear against any person who receives a Notice of Violation and does not correct the violation(s) within the allotted time or against any person that has failed under the terms of an agreement to eliminate the nuisance. Upon such complaint in the Municipal Court, any person found to be in violation of this Chapter shall upon conviction be punished by a fine of not less than \$50 nor more than \$100 or by imprisonment for not more than 30 days, or by both such fine and imprisonment for each offense. For the purposes of this Chapter, a separate offense shall be deemed committed on each day during or on which such violation is permitted to exist. If upon conviction of a nuisance herein under and it appears to the Court that the nuisance complained of is continuing, the Court may enter such order and shall deem appropriate to cause the nuisance to be abated.

- 8-212. ABATEMENT.** In addition to, or as an alternative to prosecution as provided in section 8-211, the public officer may seek to remedy violations of this Chapter in the following manner. If a person to whom an order has been sent pursuant to section 8-208 has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time period specified in section 8-207, the public officer or other agents of the City may abate the conditions causing the violation at the end of 10 days after passage of the resolution.
- 8-213. COSTS ASSESSED.** If the City abates or removes the nuisance pursuant to section 8-212, the City shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the City. The notice shall also state that the payment is due within 30 days following receipt of the notice. The City also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the City Clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the County Clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the City as other city taxes are collected and paid. The City may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.
- 8-214. EMERGENCY ABATEMENT.** In order to enforce the provisions of this Chapter, when the public officer finds and determines that the severity of the violation warrants immediate action, the officer may cause the clean up or abate the violation thereof by any appropriate means. The cost of such emergency cleanup or abatement may be recovered by the City as provided in section 8-213. Such emergency cleanup or abatement will not relieve the person of further action which may be taken by the City including but not limited to, liability for any violations of this Chapter or any other applicable provisions of state law and local ordinances.
- 8-215. *Reserved for future use.***
- 8-216. CONSTRUCTION.** Nothing in this Article shall be construed to abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of its laws nor to prevent or punish violations thereof. The powers conferred by this Article shall be in addition to the supplemental to the powers conferred by the Kansas Constitution, by any other law or by ordinance.

**Section 3.** Article 3 of Chapter 8 of the Code of the City of Osawatomie is hereby amended to read as follows:

### **ARTICLE 3. HEALTH & PROPERTY NUISANCES**

**8-301. HEALTH NUISANCES.** It shall be unlawful for any person to maintain or permit any nuisance within the City as defined, without limitation as follows:

(a) Filth, excrement, lumber rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown, left, or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or premises whether vacant or occupied.

(b) All pools, spas, hot tubs and other bodies of water shall be properly maintained so as not to create a safety hazard, harbor insect infestation, become stagnant, polluted, deteriorated or blighted.

(c) Any place or structure or substance which emits or causes any offensive, putrescible, disagreeable or nauseous odors and stenches.

(d) Nauseous, putrescible, substances, carcasses of dead animals not removed within 24 hours after death.

(e) Attractive nuisances to children and other persons including, but not limited to:

(1) Abandoned, broken, or neglected household appliances, equipment and machinery. Abandoned or unattended iceboxes, refrigerators or other container (over 1.5 cubic feet in volume) that has an airtight door or lid not in actual use, unless the door or lid thereof is removed from.

(2) Unfenced or unmaintained pools, unused basements and excavations; any open cistern, cesspool, well, or other dangerous openings. All such places shall be filled, securely covered or fenced in such a manner as to prevent injury to any person, and any cover shall be of such a design, size and weight that the cover cannot be removed by children.

(f) Wastewater or sanitary sewage not managed or disposed of as provided in this Code

(g) Any fence, structure, thing or substance placed upon or being upon any street, sidewalk, alley or public ground so as to obstruct the same, except as permitted by the laws of the City.

(h) Any condition which provides harborage or breeding environments for insects, mice, snakes or other vermin.

(i) All slop, foul or dirty water, filth, refuse or offal discharged through drains or spouts or otherwise thrown or deposited in or upon any street, sidewalk, premises, park, public square, or public enclosure.

(j) Any condition which renders air, food or drink unwholesome, unsanitary or detrimental to health.

(k) Animals affected with disease or animal disease carriers, when the disease is one that may adversely affect the health of humans or other animals, unless the animal is under the active treatment and care of a licensed veterinarian for such disease.

(l) Pollution or contamination of any water supply or water course by sewage, industrial waste, chemicals, oil, junk, debris, or any other waste or product.

(m) Create or maintain any condition that obstructs or renders dangerous the use or passage of any park, stream, water course, sidewalk, parkway, public property, alley, street, highway or easement.

(n) Oil, grease, paint, other petroleum products, hazardous materials, volatile

chemicals, pesticides, herbicides, fungicides or waste (solid, liquid, or gaseous) which is determined by a Public Officer to constitute a fire or environmental hazard, or to be detrimental to human life, health or safety.

(o) Any other act, occupation, and use of property that in fact endangers or jeopardizes the public peace and safety.

**8-302. YARD NUISANCE.** It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood, or the City. This shall include conditions which are not readily visible from any public place or from any surrounding private property. A yard nuisance shall include, but not be limited to, the scattering over or the leaving, depositing, or accumulation on the yard of any of the following:

(a) Lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, boxes, barrels, drums, packing crates or pallets, salvage materials, junk or refuse, garbage, trash, litter or other materials except building materials to be used within ninety (90) days for construction on the premises if properly authorized by a current building permit and except properly maintained compost piles as defined by this Article shall not constitute a nuisance.

(b) Indoor furniture, appliances, mattresses, bedding, stoves, refrigerators, televisions, sinks, lawn mowers, shopping carts, or other such items of person property or general household items.

(c) In residential districts a maximum of 4 cords of wood on one premises and only in rear yard and neatly stored.

(d) All trees, hedges, signs, fences or other obstructions that violate the sight triangle requirements in the City Zoning Ordinance.

(e) All limbs of trees which are less than eight (8) feet above the surface of any public sidewalk or fourteen (14) feet above the surface of any street.

(f) The placement of clothes, laundry or washed articles in any portion of the front yard.

(g) Storing piles of dirt, rock gravel, sand, concrete, and other similar materials for more than ninety (90) days unless the materials are part of a project for which a building permit has been issued or is part of a legitimate business allowed under and in compliance with the City's zoning regulations.

(h) Property lacking appropriate landscaping, turf, or plant material so as to cause excessive dust.

(i) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use, public sale, or for ornamental purposes.

(j) All articles or things whatsoever caused, kept, maintained, or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood.

**8-303. EXTERIOR STRUCTURE NUISANCES.** It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood or the City. This should not include conditions which are not readily

visible from any public place or from any surrounding private property. Structure exterior nuisance conditions shall include, but not limited to, deteriorated, dilapidated, or unsightly:

- (a) exteriors of any structure;
- (b) exteriors of any accessory structure; or
- (c) fences, walls, or retaining walls;
- (d) refuse or personal property placed on rooftops;
- (e) buildings, fences, signs, or other structures that are or have been abandoned, boarded up, partially destroyed, or permitted to remain in a state of partial construction for a period of ninety (90) days or more, (180 days for partial construction) and where continuation of the condition is unsightly or is hazardous to the public health, safety, or welfare.
- (f) exterior nuisance conditions shall also include graffiti on the above listed exteriors.

**8-304.** *Reserved for future use.*

**8-305. NOXIOUS WEEDS.**

(a) Nothing in this article shall affect or impair the rights of the City under the provisions of Chapter 2, Article 13 of the Kansas Statutes Annotated, relating to the control and eradication of certain noxious weeds.

(b) For the purpose of this article, the term noxious weeds shall mean kudzu (*Pueraria lobata*), field bindweed (*Convolvulus arvensis*), Russian knapweed (*Centaurea picris*), hoary cress (*Lepidium draba*), Canada thistle (*Cirsium arvense*), quackgrass (*Agropyron repens*), leafy spurge (*Euphorbia esula*), burragweed (*Franseria tomentosa* and *discolor*), pignut (*Hoffmannseggia densiflora*), musk (nodding) thistle (*Carduus nutans* L.), Johnson grass (*Sorghum halepense*), Sericea Lespedeza (*Lespedeza cuneata*), or any other plant defined noxious weed as defined in Chapter 2, Article 13 or the Kansas Statutes Annotated.

**Section 4.** Article 4 of Chapter 8 of the Code of the City of Osawatomie is hereby amended to read as follows:

**ARTICLE 4. ABANDONED OR INOPERABLE VEHICLES**

**8-401. ABANDONED OR INOPERABLE VEHICLES.**

(a) Except as provided below, it is unlawful for any person to park, store, or leave or permit the parking, storing or leaving of any abandoned or inoperable vehicle on private property unless it is within an enclosed building.

(b) The provisions of this section shall not apply where there is only one inoperable vehicle on the private property and where the vehicle is inoperable for a period of fifteen consecutive days or less. Vegetation, including weeds and trees, growing on, around or within a vehicle to such an extent that it is obvious can be used as evidence that the vehicle has not been moved for at least fifteen (15) days.

(c) The provision of this section shall not apply to any person, firm or corporation, or their agent, who is conducting a business enterprise concerned with

repair, sale or storage of vehicles in compliance with the existing zoning ordinance.

**8-402. DISPOSITION OF VEHICLE; RECOVERY OF VEHICLE.**

(a) Disposition of any motor vehicle removed and abated from private property pursuant to this Article shall be as provided by K.S.A. Supp. 8-1102, as amended.

(b) Any person attempting to recover a motor vehicle impounded as provided in this article, shall show proof of valid registration and ownership of the motor vehicle before the motor vehicle shall be released. In addition, the person desiring the release of the motor vehicle shall pay all reasonable costs associated with the impoundment of the motor vehicle, including transportation and storage fees, prior to the release of the motor vehicle.

**Section 5:** That Section 8-505 of Article Five of Chapter Eight of the Code of the City of Osawatomie is hereby amended to read as follows:

**8-505. CONFLICTS BETWEEN THE 2006 BUILDING CODES, THE 2006 PROPERTY MAINTENANCE CODE AND THE MUNICIPAL CODE AND CITY ORDINANCES.** In the event any conflict exists between the 2006 Property Maintenance Code and the 2006 Building Codes as adopted by Ordinance No. 3662, the 2006 Building Codes shall take precedence. When the 2006 Property Maintenance Code is in conflict with the Municipal Code or the Ordinances of the City of Osawatomie in existence as of January 1, 2014, the Municipal Code or Ordinances shall take precedence.

**Section 6.** Chapter 13, Article 2 of the Code of the City of Osawatomie is hereby amended by adding new section 13-216 which shall read as follows:

**13-216. GRASS CLIPPINGS.** It shall be unlawful for any person to mow, rake, deposit and/or place grass and weed clippings and other yard debris on, in or upon any highway, road, street or alley within the City of Osawatomie, Kansas. It shall be the responsibility of the person conducting such yard maintenance, to remove or clean all grass, weed and leaves clippings and other yard debris from the street, gutters, road, highway and alley following completion of yard work. Any person violating this ordinance shall, upon conviction thereof, be fined in an amount not to exceed One Hundred Dollars (\$100.00). Each day's violation shall constitute a separate offense.

**Section 6.** There is hereby created a new Article 7 of Chapter 14 of the Code of the City of Osawatomie which shall read as follows:

**ARTICLE 7. VEHICLE PARKING**

**14-701. TRAILERS; PARKING ON STREET.**

(a) No trailer of any kind shall be left unattached when parked on a public street or right-of-way, unless otherwise permitted by the City for the following reasons:



- (1) Activities related to a community event.
- (2) Demolition or construction requiring location of an unattached work trailer on the street.
- (3) Loading and unloading of a trailer, if it is determined by the City that leaving the trailer connected to a motor vehicle would cause unnecessary traffic congestion or create a safety hazard for the public.

(b) No trailer of any kind when attached to a vehicle, shall be parked a public street for a period of time exceeding 48 hours, and when so parked, shall be located no nearer to an intersecting street than 100 feet, from the intersecting curb lines of the two streets nor located so as to obscure any driver’s view of approaching traffic.

**14-702. RECREATION VEHICLES; PARKING ON STREET.**

(a) No trailer, motorized self-propelled camper, non-motorized travel trailer, or boat, canoe, personal watercraft, all-terrain vehicle, or any other type of recreational vehicle when on or off a trailer, shall be parked at any time in the following locations except when actively loading and/or unloading:

- (1) On Main Street Between 5th and 7th Streets

(b) No trailer, motorized self-propelled camper, non-motorized travel trailer, or boat, canoe, personal watercraft, all-terrain vehicle, or any other type vehicle when on or off a trailer, shall be parked a public street for a period of time exceeding 48 hours, and when so parked, shall be located no nearer to an intersecting street than 100 feet, from the intersecting curb lines of the two streets nor located so as to obscure any driver’s view of approaching traffic. All trailers must be attached to a motorized vehicle. Parking of unattached trailers on a public must comply with this article.

**14-703. RECREATIONAL VEHICLE PARKING ON STREETS.** No motorized self-propelled camper, non-motorized travel trailer, or boat, canoe, personal watercraft, all-terrain vehicle, other recreational vehicles, or vehicle, or trailer combination of vehicle and trailer shall be parked at any time in the following locations except when actively loading and/or unloading:

- (a) On Main Street Between 5<sup>th</sup> and 7<sup>th</sup> Streets

**14-704. COMMERCIAL OR FARM OR LARGE VEHICLES IN RESIDENTIAL DISTRICTS.**

(a) It shall be unlawful for any person to park any vehicle which exceeds eight (8) feet in width, or twenty-one (21) feet in length, or eight (8) feet in height, on any street in any residence district for more than two (2) hours, except when actively loading and/or unloading or within the performance of a service to or upon property abutting the area where the vehicle is parked.

(b) No heavy equipment, vehicle rated above two tons in gross weight, farm or construction trailer attached or unattached to a vehicle, farm or construction machinery, or farm implement shall be stored or parked within any residential district unless parked within an enclosed building or carport.

(c) This section shall not prevent the parking of such vehicles meeting the following exemptions:

- (1) the vehicle is part of community event and has received parking permission from the City.

(2) the temporary location of such vehicle or equipment on or adjacent to a property while actively engaged in a delivery, pick-up or service to the property.

(3) a vehicle which exceeds the requirements in this section by no more than 10 percent and is a vehicle that is used primarily as a passenger vehicle and not used for commercial purposes.

(4) a vehicle which has received a permit from the City for a single special circumstance, not exceeding twenty-four (24) hours during any thirty-day (30) day period.

(d) No person shall park or store any farm machinery, trailer or semi-trailer of any kind, or parts of the same, or any dead, damaged or disabled motor vehicle or farm machinery, trailer or semi-trailer of any kind, in the roadway of any highway, or between the property line or sidewalk and the curb line of any street.

**14-705. ABANDONED VEHICLE ON PUBLIC STREET OR HIGHWAY.** A person shall not use a public highway or street to abandon vehicles or use the highway or street to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leaves a motor vehicle on a public highway, street or other property open to use by the public, the City, after 48 hours or when the motor vehicle interferes with public highway or street operations, may remove and impound the motor vehicle. (K.S.A. 8-1102)

**14-706. *Reserved for future use.***

**14-707. PARKING OFF STREET, IMPROVED PARKING SURFACE REQUIRED.**

(a) No person shall park a vehicle off the street in the front or side yard setback area, which shall be defined as the area between the public right-of-way and the rear line of a building or any projection thereof, unless on parking or driveway surfaces required by the City Code.

(b) In residential areas, all vehicles (except RVs and trailers as provided in this Article) shall be parked in the following areas:

(1) on the designated improved parking area or driveway relating to the garage or carport.

(2) on an improved parking surface in the rear yard of the property, where the areas is in compliance with the City’s zoning regulations and ingress and egress to the rear yard is by a paved driveway or through an alleyway.

(3) in a designated parking areas for multifamily dwellings.

(4) in areas where there are no garages or carports, vehicles may be parked on the designated driveway constructed perpendicular to the street curb or surface to at least three (3) feet from the residence or the building setback. Such designated driveway should be located on the half of the lot closest to an interior lot line unless there are special circumstances approved by the building official.

(c) All new parking areas, including drives with street access, must be paved. Drives off an alley may be gravel.

(d) No parking shall be allowed in that portion of the street right-of-way not used for traffic movement (often referred to as the “berm”), unless specifically provided a special use permit as outlined in the City of Osawatomie zoning regulations.

(1) Any improvements in this area, including parking areas, will be

subject to a site plan review and must meet the design criteria for hard surface on-street parking areas detailed in the City’s zoning regulations. Any such parking constructed utilizing all or part of the “berm” would be considered part of the street and therefore will be considered public parking.

(2) To construct such parking and gain City approval, the applicant must demonstrate the need for such parking and also demonstrate it is in the best interest of the public, surrounding properties and to the City for the improvements to be made.

(e) For residential lots, the total outside parking or storage of all allowable items and types of vehicles and trailers is 10% of the total lot area or 1,400 square feet whichever is less at a single or duplex family residence. Such vehicle parking shall not exceed 30% of the open space of the lot in the front yard or 50% of the open space of the lot in the front, side or rear yards up to the maximum allowable parking or storage space. All front yard parking areas shall be directly in front of any attached or unattached garage area and shall not otherwise be located directly in front of the primary structure.

(f) No parking shall be allowed to obstruct or limit access to a public sidewalk.

(g) No parking or storage of any vehicle or trailer is allowed on vacant lots in residential zones.

**17-708. RECREATIONAL VEHICLE AND TRAILER PARKING OFF STREET,**

(a) Recreational vehicles (RVs) or trailers must be owned by the property owner or resident and shall not be parked in the front building setback unless there is no reasonable access to the building side yards or rear yards because of topography or other physical conditions on the site

(1) If parked in the front yard RVs or trailers must be at right angles (not parallel) to the street on a designated driveway not exceeding 24 feet in width. If the property has more than one driveway, then RVs or trailers must be at least three (3) feet from any side or rear lot line, if parked on a side yard facing a street it must be parked on the half of the side yard closest to the residence.

(2) RVs shall not intrude into public right-of-way or obstruct sight visibility from adjacent driveways.

(3) No RV may be used for overnight accommodation on a public right-of-way, unless provided a permit by the City and subject to the City’s zoning regulations.

(4) If there is access to the side or rear yards, temporary parking of RVs or trailers on a driveway within a front yard setback is permitted for loading and unloading purposes not to exceed twenty-four (24) hours during an individual week.

**14-709. *Reserved for future use.***

**14-710. HABITUAL VIOLATOR.**

(a) “Habitual Violator” shall mean any person who in the previous 180 days has done any of the following, in any combination, five or more times:

(1) Violated Sections 14-701 through 14-708 of this code, and amendments thereto.

(b) The thirty day period established above shall be measured from date of offense to date of offense.

**14-711. ENFORCEMENT.** The City Council or City Manager may determine that the provisions of this Article are not to be enforced because of a legitimate public purpose for a specified location or locations for a period not to exceed twenty-four hours.

**14-712. FINES.**

(a) Violation of this Article shall be punishable by a fine not less than \$30 nor more than \$100 for each offense. Each day's violation shall constitute a separate offense.

(b) Any person found to be a “Habitual Violator” as defined in Section 14-711 shall constitute a separate violation and shall be punishable by a fine not less than \$100 and not more than \$500. Each such finding in any 180-day period shall constitute a separate offense.

**Section 7. EXISTING ARTICLES AND SECTIONS REPEALED.** Article One, Article Two, Article Two-A, Article Three, Article Four, all in their entirety, and Section 8-505 of Article Five of Chapter Eight, of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance are hereby repealed.

**Section 8. 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 14th day of May, 2015.

**APPROVED AND SIGNED** by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** May 14, 2015

**AGENDA ITEM:** Temporary Note Issuance

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Dave Arteberry with George K. Baum, the City's financial advisor, will be with us to discuss the issuance of temporary notes related to the Main Street Project, the Water Line Relocation Project, and the reissuance of our current temporary notes.

We received three bids on the proposed \$2,830,000 in notes:

|                |       |
|----------------|-------|
| Security Bank  | 1.15% |
| First Option   | 1.35% |
| Great Southern | 2.29% |

In order to issue the notes, we need pass the proposed resolution to issue the notes. Included are sheets from George K. Baum that show the usage of the different funds and the interest rates and costs of issuance.

As a reminder, the plan will be for the PD/Courtroom project and the Main Street Project to become regular General Obligation Bond Debt. The plan for the Main Street Waterline project is to qualify for a USDA-RD Grant/Loan which will become utility debt, and not count against the City's debt limit.

**COUNCIL ACTION NEEDED:** Consider the proposed resolution to issue the temporary notes.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the Resolution to issue \$2,830,000 in temporary notes.

TRIPLETT, WOOLF & GARRETSON, LLC

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RESOLUTION NO. \_\_\_\_

OF

THE

CITY OF OSAWATOMIE, KANSAS

MAY 14, 2015

---

RESOLUTION NO. \_\_\_\_

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2015-1 OF THE CITY OF OSAWATOMIE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$2,830,000 TO PROVIDE FUNDS TO REFINANCE NOTES OF THE CITY ISSUED TO PAY A PORTION OF THE COSTS OF CONSTRUCTING CERTAIN PUBLIC BUILDING IMPROVEMENTS AND MAIN TRAFFICWAY IMPROVEMENTS AND FINANCING THE WATER SYSTEM IMPROVEMENTS IN THE CITY; AND ESTABLISHING THE TERMS AND CONDITIONS OF SUCH TEMPORARY NOTES.

WHEREAS, pursuant to K.S.A. 12-1736 *et seq.*, as amended and supplemented, (the “Public Building Act”) and Ordinance No. 3712, as amended by Ordinance No. 3720, the City of Osawatomie, Kansas (the “City”) has authorized the acquisition and renovation of an existing building to be used a new police station, including construction of an addition to the building, acquisition and relocation of an existing building for construction of a public parking facility and related improvements and the renovation and repair of the current police station space in City Hall for use as a council chamber and municipal court room (the “Public Building Project”); and

WHEREAS, pursuant to K.S.A. 12-685 through 12-690, as amended and supplemented (the “Main Trafficway Act”) and Ordinance No. 3720, the City has authorized construction and reconstruction of Main Street from 1<sup>st</sup> through 5<sup>th</sup> Street and from 7<sup>th</sup> Street to 12<sup>th</sup> Street, with such improvements to include (1) reconstruct pavement with 9” asphalt on 8” crushed stone base from 1<sup>st</sup> Street to 5<sup>th</sup> Street, (2) mill existing pavement 2” and overlay with 4” asphalt from 7<sup>th</sup> Street to 12<sup>th</sup> Street and (3) reconstruct intersection aprons, driveways to the right-of-way line, sidewalks and sidewalk ramps and all other things necessary and related thereto, according to plans and specifications previously approved by the Governing Body and City staff (the “Main Trafficway Project”); and

WHEREAS, pursuant to K.S.A. 65-162a *et seq.*, as amended and supplemented, (the “Water Act”) and Ordinance No. 3728, the City has authorized the improvement of the City’s public water supply system by relocating and reconstructing a water main currently located under Main Street from 1<sup>st</sup> Street to 5<sup>th</sup> Street and from 7<sup>th</sup> Street to 12<sup>th</sup> Street, plus all things necessary and incidental thereto (the “Water Project”); and

WHEREAS, the Governing Body of the City finds and determines it to be necessary to provide for the issuance of temporary notes of the City to finance the City’s share of the costs of the Public Building Project and the Main Trafficway Project during construction and to redeem the City’s Series 2014-1 General Obligation Temporary Notes (“Series 2014-1 Notes”) previously issued to pay a portion of such costs; and

WHEREAS, the construction of the Public Building Project and Main Trafficway Project are not complete and permanent financing of the Public Building Project and Main Trafficway Project are not feasible before the maturity date of the 2014-1 Notes; and

WHEREAS, pursuant to K.S.A. 10-123, the Governing Body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds as funds are needed for orderly construction of the Public Building Project, the Main Trafficway Project and the Water Project (collectively, the “Project”).

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

SECTION 1. Authority for the Notes; Security. The City’s General Obligation Temporary Notes, Series 2015-1 in the principal amount of \$2,830,000, dated May 28, 2015 (the “Notes”) are authorized and directed to be issued.

The Notes shall be general obligations of the City payable as to both principal and interest from the proceeds of the City’s general obligation bonds issued to permanently finance the Project (as defined above) or from current revenues of the City lawfully available for such purposes, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms.

The Governing Body covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds of the City for the Project and/or applying any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be issued in the principal amount of \$2,830,000, designated “City of Osawatomie, Kansas, General Obligation Temporary Notes, Series 2015-1”, dated May 28, 2015 (“Dated Date”), and shall mature June 1, 2016 (“Maturity Date”).

The Notes shall be fully registered certificated securities, numbered as the Note Registrar determines, and issued in the minimum denomination of \$100,000 or \$5,000 increments greater than \$100,000. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 1.15% per annum, payable on the Maturity Date or on the Redemption Date authorized by this Resolution (the “Interest Payment Date”).

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent’s principal office in Topeka, Kansas.

If an Interest Payment Date, Redemption Date or Maturity Date is on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is not open in the normal course of its operations, then the payment of principal, premium or interest may be paid on the next



succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

**SECTION 3. Redemption of Notes in Advance of Maturity.** The Notes may be prepaid and redeemed by the City, in whole or in part, at any time, by the payment of the principal amount called for prepayment and redemption, plus the accrued and unpaid interest on such amount to the date selected for redemption (the “Redemption Date”). If the City elects to prepay the Notes, the City will give written notice to the Treasurer of the State of Kansas and the Paying Agent (defined below) not less than forty-five (45) days prior to the selected Redemption Date. The City shall also give or direct the Paying Agent to give written notice of such redemption to the Owners of the Notes, with notice to the Owners to be delivered by United States first class mail not less than 30 days before the selected Redemption Date. The City shall also give such additional notice of its election to prepay the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon giving notice as described above and upon payment in full on the Redemption Date of the principal amount of and all accrued and unpaid interest to such date, interest of the Notes or portion of the Notes redeemed shall cease to accrue from and after the Redemption Date and the Notes (or portion of the Notes) shall no longer be entitled to the protection, benefits and security of this Resolution.

At the option of the City, a notice of optional redemption may be conditional upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the redemption price on the Redemption Date. If a notice is conditional and moneys are not received, the notice shall be of no force and effect, the Paying Agent shall not redeem such Notes and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

**SECTION 4. Designation of Paying Agent and Note Registrar; Agreement, Initial Registration as Book-Entry Securities.** Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the “Paying Agent” or “Note Registrar”). The duties of the Note Registrar and Paying Agent for the Notes are contained in an “Agreement between Issuer and Agent”, dated as of May 28, 2015 (the “Agreement”). The Agreement is hereby approved and accepted by the Governing Body on behalf of the City and the Mayor and City Clerk are hereby authorized to execute and deliver the Agreement. The Agreement is incorporated here by this reference.

If elected by the Original Purchaser (as later defined in this Resolution), the Notes shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Notes as authorized by this Resolution. Notwithstanding anything in this Resolution to the contrary, so long as the Notes remain in book-entry-only form the manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to

the distribution of the Notes in book-entry-only form through DTC, shall be governed by the provisions of this Section and a Letter of Representations (the “Letter of Representations”) from the City to DTC, previously executed and delivered on behalf of the City.

One certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be delivered to DTC in New York, New York; and such certificate will be immobilized in its custody. Purchases of the Notes in denominations authorized by this Resolution must be made by or through Direct Participants of DTC (as defined in the Letter of Representation), which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be affected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to Beneficial Owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event (a) the City determines (i) that DTC is unable to properly discharge its responsibilities, or (ii) that DTC is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Notes being issued to any owner other than Cede & Co. is no longer in the best interest of the Beneficial Owners of the Notes; or (b) the Note Registrar receives written notice from Participants having interest in not less than 50% of the Notes outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, then the Note Registrar shall notify the registered owners of such determination or such notice, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Notes”); provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the provisions hereof to effect book-entry transfers. If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If DTC resigns and the City, the Note Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Note Registrar shall authenticate and

cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of the Notes to the successor securities depository in appropriate denominations and form as provided in this Resolution.

While the Notes are in book-entry form the Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Notes; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners.

In the event that the Notes should be issued and delivered in certificated form at or any time after the initial delivery of the Notes, the Paying Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City; and the Paying Agent will make payment for the Notes directly to the registered owners of the Notes as shown by said Registration Books as provided by this Resolution and the Agreement.

**SECTION 5. Form of Notes.** The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall also recite that they are issued for the purpose of temporarily financing the costs of constructing the Project under K.S.A. 12-1736 *et seq.*, K.S.A. 12-685 through 12-690, and K.S.A. 65-162a, *et seq.*, all as amended and supplemented, and that they are subject to redemption to maturity under the terms of this Resolution. The City's Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

**SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes.** Pursuant to the Agreement, and subject to the requirements of Section 4, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books;") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All

such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are fully set forth in the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits of this Resolution to the same extent as the certificated Note surrendered.

**SECTION 7. Execution of the Notes.** The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed thereon, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature appears on the Notes ceases to be such officer before the actual delivery of the Notes, such signature shall remain valid and sufficient for all purposes, as if such officer had remained in office until delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication is duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note is deemed duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

**SECTION 8. Payment of Costs.** The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

**SECTION 9. Creation of Funds and Accounts, Disposition of Proceeds.** The following funds and accounts are created by the City in connection with the Notes:

- (A) Project Fund (the "2015 Project Fund"); and
- (B) Principal and Interest Account (the "2015 Notes Principal and Interest Account").

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by this Section 9, and shall be applied as follows:

(A) Accrued interest on the Notes, premium, if any, shall be deposited in the 2015 Notes Principal and Interest Account; and

(B) \$2,830,000 of the proceeds of the Notes, along with available funds of the City, shall be deposited in the 2015 Project Fund.

The 2015 Project Fund and 2015 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Amounts deposited in the 2015 Notes Principal and Interest Account and shall be applied to the payment of principal of, or interest on the Notes as the same may become due, on the Maturity Date or upon an earlier Redemption Date. The 2015 Notes Principal and Interest Account may be created as a sub-account of the City's Bond and Interest Fund. Any moneys or investments remaining in the 2015 Notes Principal and Interest Account after retirement of the indebtedness represented by the Notes shall be transferred to the City's Bond and Interest Fund.

Moneys in the 2015 Project Fund shall be used to pay the costs associated with the Main Trafficway Project, the Water Project, costs of issuing the Notes, and to redeem and pay the Series 2014-1 Notes, issued to pay costs of the Public Building Project. Any moneys remaining in the 2015 Project Fund after completion of the Project shall be deposited in the 2015 Notes Principal and Interest Account and applied to pay principal of or interest on the Notes.

Moneys held in the funds and accounts created by this Resolution may be invested by the City in investments permitted by State law, in amounts and maturing at times that reasonably provide for moneys to be available when required in such funds or accounts. All interest earnings on such investment shall accrue to and become part of the fund or account.

**SECTION 10. Delivery of Notes.** The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form directed by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement, and to cause the registration and countersignature of the Notes, as required by this Resolution. Security Bank of Kansas City, Kansas City, Kansas has agreed to purchase \$2,000,000 principal amount of the Notes and Citizens Bank of Paola, Paola, Kansas has agreed to purchase \$830,000 principal amount of the Notes (the banks referred to collectively as, the "Original Purchaser"). The Notes shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

**SECTION 11. Sale of the Notes.** The Notes shall be sold to the Original Purchaser, at a price equal to the principal amount of the Notes, plus accrued interest from the Dated Date to the date of delivery of the Notes, if any and any premium paid by the Original Purchaser. If requested by the Original Purchaser, the Mayor and City Clerk are authorized to execute a Purchase Agreement on behalf of the City with the Original Purchaser; such Purchase Agreement to be in such final form as may be agreed upon by the Governing Body and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements of the City contained here, shall constitute a contract between the City and the holders of the Notes (the “Owner”), and the Owner shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas as related to the Notes,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured by this Resolution shall have no right in any manner whatsoever to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of the Owners of any or all of the Notes then outstanding. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay the principal of and the interest on the Notes to the Owner thereof on the Maturity Date or any Redemption Date, or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy conferred by this Resolution upon an Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here or now or subsequently existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy, however given. No delay or omission of the Owner to exercise any right or power accruing upon default shall be deemed acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision, or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or

(iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 16) or future applicable Federal laws concerning tax-exempt obligations like the Notes. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City, consented to by 100% of the Owners as evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, which is filed with the City Clerk. The following modifications and amendments shall require written consent of 100% of the Owners:

(A) Extension of the Maturity of any payment of principal or interest due on the Notes, or

(B) A reduction in the amount which the City is required to pay by way of principal or interest on the Notes.

Amendments or modifications of the Notes not described in the preceding paragraph may be made by the City with the written consent of the Owners of not less than two-thirds of the principal amount of the Notes then outstanding.

Any and all amendments or modifications described by this Section shall be effective upon adoption of a resolution of the City authorizing such amendment or modifications. It shall not be necessary to note on any outstanding Notes a reference to such modification or amendment. A certified copy of any such resolution shall be filed with the City Clerk and made available for inspection by the Owners or any prospective purchaser of a Note.

**SECTION 15. Tax Covenants.** The Governing Body of the City covenants that so long as the Notes remain outstanding and unpaid, it will not make or permit the use of the Note proceeds in a manner which, if such use had been reasonably expected on the date of the Notes were issued and delivered, would cause Notes to be “arbitrage bonds” within the meaning of Section 103(b) (2) of the Internal Revenue Code of 1986, as amended (the “Code”). The City will comply with all applicable requirements of Section 148 of the Code and rules and regulations of the United States Treasury Department issued there under for so long as the Notes remain outstanding and unpaid. The Governing Body further covenants to take all such action in its power as may be required from time to time in order to assure that interest on the Notes remains excluded from gross income for purposes of federal income taxation, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department.

**SECTION 16. Designation as Qualified Tax-Exempt Obligations.** The Governing Body of the City designates the Notes as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

**SECTION 17. Securities and Exchange Commission Rule 15c2-12 Exception.** Pursuant to Securities and Exchange Commission Rule 15c2-12, the City represents that the Notes are part of a primary offering of municipal securities in authorized denominations of \$100,000 or more, and have been sold to no more than thirty-five persons each of whom has represented that the

they (A) have such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment; and (B) that they are not purchasing for more than one account or with a view to distributing the securities.

SECTION 18. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 19. Further Authority. The City and its officers, agents and employees are authorized and directed to take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to issue the Notes and carry out the intent of this Resolution, including final certificates required to be included in the official transcript of proceedings relating to the authorization and issuance of the Notes, all without further authorization from the Governing Body.

SECTION 20. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*



PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas  
this 14<sup>th</sup> day of May, 2015.

APPROVED AND SIGNED by the Mayor

CITY OF OSAWATOMIE, KANSAS

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

[Seal]

ATTEST:

By \_\_\_\_\_  
Ann Elmquist, City Clerk

EXCERPT OF MINUTES

The Governing Body of the City of Osawatomie, Kansas met in regular session at the usual meeting place in the City on May 14, 2015, at 6:30 p.m., with Mayor L. Mark Govea presiding and the following members of the Governing Body present:

The following members were absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2015-1 OF THE CITY OF OSAWATOMIE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$2,830,000 TO PROVIDE FUNDS TO REFINANCE NOTES OF THE CITY ISSUED TO PAY A PORTION OF THE COSTS OF CONSTRUCTING CERTAIN PUBLIC BUILDING IMPROVEMENTS AND MAIN TRAFFICWAY IMPROVEMENTS AND FINANCING THE WATER SYSTEM IMPROVEMENTS IN THE CITY; AND ESTABLISHING THE TERMS AND CONDITIONS OF SUCH TEMPORARY NOTES.

The Resolution was considered and discussed, and on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. \_\_\_\_.

\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the May 14, 2015, meeting of the Governing Body of the City of Osawatomie, Kansas.

[Seal]

---

Ann Elmquist, City Clerk

**City of Osawatomie, Kansas**

General Obligation Temporary Notes

Series 2015-1

**Table of Contents**

**Report**

|                                  |   |
|----------------------------------|---|
| Total Issue Sources And Uses     | 1 |
| Debt Service Schedule            | 2 |
| Pricing Summary                  | 3 |
| Proof Of Bond Yield @ 1.1466581% | 4 |
| Detail Costs Of Issuance         | 5 |

## City of Osawatomie, Kansas

General Obligation Temporary Notes

Series 2015-1

### Total Issue Sources And Uses

Dated 05/28/2015 | Delivered 05/28/2015

|                                      | Police<br>Station &<br>City Hall | Main Street           | Main Street<br>Waterline | Issue<br>Summary      |
|--------------------------------------|----------------------------------|-----------------------|--------------------------|-----------------------|
| <b>Sources Of Funds</b>              |                                  |                       |                          |                       |
| Par Amount of Bonds                  | \$600,000.00                     | \$1,020,000.00        | \$1,210,000.00           | \$2,830,000.00        |
| <b>Total Sources</b>                 | <b>\$600,000.00</b>              | <b>\$1,020,000.00</b> | <b>\$1,210,000.00</b>    | <b>\$2,830,000.00</b> |
| <b>Uses Of Funds</b>                 |                                  |                       |                          |                       |
| Deposit to Project Construction Fund | -                                | 900,000.00            | 1,200,000.00             | 2,100,000.00          |
| Redemption of 2014-1 Note            | 594,703.61                       | 110,876.95            | -                        | 705,580.56            |
| Costs of Issuance                    | 5,062.89                         | 8,606.93              | 10,210.18                | 23,880.00             |
| Rounding Amount                      | 233.50                           | 516.12                | (210.18)                 | 539.44                |
| <b>Total Uses</b>                    | <b>\$600,000.00</b>              | <b>\$1,020,000.00</b> | <b>\$1,210,000.00</b>    | <b>\$2,830,000.00</b> |

## City of Osawatomie, Kansas

### General Obligation Temporary Notes

Series 2015-1

## Debt Service Schedule

| Date         | Principal             | Coupon   | Interest           | Total P+I             |
|--------------|-----------------------|----------|--------------------|-----------------------|
| 05/28/2015   | -                     | -        | -                  | -                     |
| 06/01/2016   | 2,830,000.00          | 1.150%   | 32,816.21          | 2,862,816.21          |
| <b>Total</b> | <b>\$2,830,000.00</b> | <b>-</b> | <b>\$32,816.21</b> | <b>\$2,862,816.21</b> |

### Yield Statistics

|                                   |             |
|-----------------------------------|-------------|
| Bond Year Dollars                 | \$2,853.58  |
| Average Life                      | 1.008 Years |
| Average Coupon                    | 1.1500001%  |
| Net Interest Cost (NIC)           | 1.1500001%  |
| True Interest Cost (TIC)          | 1.1466581%  |
| Bond Yield for Arbitrage Purposes | 1.1466581%  |
| All Inclusive Cost (AIC)          | 1.9936479%  |

### IRS Form 8038

|                           |             |
|---------------------------|-------------|
| Net Interest Cost         | 1.1500001%  |
| Weighted Average Maturity | 1.008 Years |

**City of Osawatomie, Kansas**  
 General Obligation Temporary Notes  
 Series 2015-1

**Pricing Summary**

| <b>Maturity</b> | <b>Type of Bond</b> | <b>Coupon</b> | <b>Yield</b> | <b>Maturity Value</b> | <b>Price</b> | <b>Dollar Price</b>   |
|-----------------|---------------------|---------------|--------------|-----------------------|--------------|-----------------------|
| 06/01/2016      | Serial Coupon       | 1.150%        | 1.150%       | 2,830,000.00          | 100.000%     | 2,830,000.00          |
| <b>Total</b>    | -                   | -             | -            | <b>\$2,830,000.00</b> | -            | <b>\$2,830,000.00</b> |

**Bid Information**

|                          |                |
|--------------------------|----------------|
| Par Amount of Bonds      | \$2,830,000.00 |
| Gross Production         | \$2,830,000.00 |
| Bid (100.000%)           | 2,830,000.00   |
| Total Purchase Price     | \$2,830,000.00 |
| Bond Year Dollars        | \$2,853.58     |
| Average Life             | 1.008 Years    |
| Average Coupon           | 1.1500001%     |
| Net Interest Cost (NIC)  | 1.1500001%     |
| True Interest Cost (TIC) | 1.1466581%     |

**City of Osawatomie, Kansas**

General Obligation Temporary Notes

Series 2015-1

**Proof Of Bond Yield @ 1.1466581%**

| <b>Date</b>  | <b>Cashflow</b>       | <b>PV Factor</b> | <b>Present Value</b>  | <b>Cumulative PV</b> |
|--------------|-----------------------|------------------|-----------------------|----------------------|
| 05/28/2015   | -                     | 1.0000000x       | -                     | -                    |
| 06/01/2016   | 2,862,816.21          | 0.9885371x       | 2,830,000.00          | 2,830,000.00         |
| <b>Total</b> | <b>\$2,862,816.21</b> | <b>-</b>         | <b>\$2,830,000.00</b> | <b>-</b>             |

**Derivation Of Target Amount**

|                         |                |
|-------------------------|----------------|
| Par Amount of Bonds     | \$2,830,000.00 |
| Original Issue Proceeds | \$2,830,000.00 |



**City of Osawatomie, Kansas**

General Obligation Temporary Notes

Series 2015-1

**Detail Costs Of Issuance**

Dated 05/28/2015 | Delivered 05/28/2015

**COSTS OF ISSUANCE DETAIL**

|                         |                    |
|-------------------------|--------------------|
| Financial Advisor       | \$16,980.00        |
| Bond Counsel            | \$6,000.00         |
| Kansas Attorney General | \$250.00           |
| State Treasurer         | \$650.00           |
| <b>TOTAL</b>            | <b>\$23,880.00</b> |



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** May 15, 2015

**AGENDA ITEM:** Purchase of New Levee Tractor and Mower

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** The existing tractor used for to mow the levee has reached the end of its use for this purpose. The tractor is a 1992 Ford and does not have some of the safety features that a new tractor would have. First, there are no front or rear wheel weights on the tractor, making in treacherous on slopes at times. Also, this tractor is at the age where hydraulic leaks happen more often, and if it is to be continued to be used on the levee, that is very dangerous for the operator. Finally, if we don't purchase a new tractor, we need to put the money into new tires, an overhaul of all hoses. Regardless, we also need to replace the brush hog for the levee, as the current one is getting worn out. This tractor still has life for some other chores around the City, such as mowing the lake, dog pound and shooting range areas. The tires should have 4-5 years left on them if used on flat ground. If we don't move this tractor to the lake, we will need to do something about getting a new tractor out there as well.

A couple of months ago, we solicited bids for a new tractor and mower. Attached are memos showing the breakdown of the bids, the staff's analysis of the bids and a recommended purchase order for the new tractor and brush mower. The recommended purchase is the Farm-All with a Brush Hog mower. Bill Roseberry's justifications are included and I have included general materials on the models we are recommending. I am also recommending that we lease-purchase this finance over 5-8 years. If we announce our intent to lease-purchase finance the mower, we can purchase it and then secure the financing in the next few weeks.

This item has been delayed several times and was planned for the 2016 budget, but the need to spend money on the tractor now has pushed this inevitable purchase up before we dump a lot

of money into a 23-year old piece of equipment. I am hoping to get financing that will put payments around \$10k-\$12k per year.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the purchase of the Farm All tractor and Brush Hog mower from McConnell Machinery Co., Inc. with the intent to secure lease purchase financing within a few weeks. The financing will be bid out to the local banks and a fewl banks in the area.



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

On April 30, 2015 at 4:00 pm the sealed bids for the "tractor and mower bid" were opened. Present were Don Cawby, Bill Roseberry, Tammy Seamands and Greg Purdon. Mr. Purdon is with McConnell Machinery Co.

The following bids were received:

| Received Date/Time | Name                     | Description                                                                                                                                                                                                                                                                                                                                          | Amount                                                                                                                                                                                                                    |
|--------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/09/15 @ 2:48 pm | Greeley Farm Implement   | <b>Without Trade</b><br>TS6.120 Tractor<br>Landpride RCM 3615                                                                                                                                                                                                                                                                                        | \$60,000.00<br>\$13,000.00                                                                                                                                                                                                |
| 4/29/2015          | Heritage Tractor         | <b>Without Trade</b><br>John Deere 6115 D Tractor<br>John Deere HX-15 Rotary Cutter<br>Total<br><br>John Deere 6115 D Tractor<br>John Deere HX-15 Rotary Cutter<br><br><b>With Trades</b><br>John Deere 6115 D Tractor<br>John Deere HX-15 Rotary Cutter<br>Total<br><br>Trade 1993 Ford 7740<br>Trade 2004 John Deere HX-15<br>Total<br><br>Balance | \$53,450.00<br><u>\$14,550.00</u><br>\$68,000.00<br><br>\$53,450.00<br>\$14,550.00<br><br>\$53,450.00<br><u>\$14,550.00</u><br>\$68,000.00<br><br>(\$7,850.00)<br><u>(\$9,000.00)</u><br>(\$16,850.00)<br><br>\$51,150.00 |
| 04/03/15 @ 3:06 pm | Coleman Equipment, Inc.  | <b>With Trades</b><br>Kubota M108SDSC Tractor<br>Optional Air Ride Seat<br>Land Pride RC5615 Mower<br>Total<br><br>Trade 1993 Ford 7740<br>Trade 2004 John Deere HX-15<br>Total<br><br>Balance                                                                                                                                                       | \$55,019.00<br>\$656.00<br><u>\$15,674.00</u><br>\$71,349.00<br><br>(\$2,800.00)<br><u>(\$1,500.00)</u><br>(\$4,300.00)<br><br>\$67,049.00                                                                                |
|                    | ***Attached Lease Option |                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                           |

|                                                                                                                  |                         |                             |                     |  |
|------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|---------------------|--|
| 04/24/15 @ 3:45 pm                                                                                               | McConnell Machinery Co. | <b>With Trades</b>          |                     |  |
|                                                                                                                  |                         | Farm All 115 T 4            | \$60,511.00         |  |
|                                                                                                                  |                         | Trade 1993 Ford 7740        | <u>(\$4,000.00)</u> |  |
|                                                                                                                  |                         | Balance                     | \$56,511.00         |  |
|                                                                                                                  |                         | 2815L Bush Hog              | \$15,500.00         |  |
|                                                                                                                  |                         | Trade 2004 John Deere HX-15 | <u>(\$4,000.00)</u> |  |
|                                                                                                                  |                         | Balance                     | \$11,500.00         |  |
|                                                                                                                  |                         | Kubota M110GXDT             | \$59,251.00         |  |
|                                                                                                                  |                         | Trade 1993 Ford 7740        | <u>(\$4,000.00)</u> |  |
|                                                                                                                  |                         | Balance                     | \$55,251.00         |  |
| 2815L Bush Hog                                                                                                   | \$15,500.00             |                             |                     |  |
| Trade 2004 John Deere HX-15                                                                                      | <u>(\$4,000.00)</u>     |                             |                     |  |
| Balance                                                                                                          | \$11,500.00             |                             |                     |  |
| <b>***Attached Lease Option</b><br>Case I/H Tractor Only<br>Case I/H Tractor & Bush Hog Mower<br>Kubota M110GXDT |                         |                             |                     |  |

|                                                                             | Coleman                                 | McConnell                               | MCConnell                                | Heritage                                |
|-----------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|------------------------------------------|-----------------------------------------|
| Make                                                                        | Kubota                                  | Kubota                                  | Case IH                                  | John Deere                              |
| Model                                                                       | M108S                                   | M110GX                                  | Farmall 115U Tier 4A (2013)              | 6115D (2015)                            |
| <b>Engine Performance</b>                                                   |                                         |                                         |                                          |                                         |
| Advertised Engine Power, Rated, hp (kW)                                     | 108 (80.5)                              | 109.5 (81.7)                            | 115 (86)                                 | 115 (86)                                |
| Maximum Engine Power, hp (kW)                                               | Same as Advertised                      | Same as advertised                      | Same as advertised                       | Same as Advertised                      |
| Rated Engine Speed, rpm                                                     |                                         | 2600                                    | 2600                                     | 2300                                    |
| Power Boost, hp (kW)                                                        |                                         | No boost                                | No boost                                 | No boost                                |
| Fuel Tank capacity, gal (L)                                                 | 46.2 (175)                              | 52.8 (200)                              | 37 (140)                                 | 41.7 (158)                              |
| Diesel Exhaust Fluid (DEF) tank capacity, gal (L)                           |                                         | No DEF                                  | No DEF                                   | No DEF                                  |
| <b>PTO Performance</b>                                                      |                                         |                                         |                                          |                                         |
| PTO Horsepower, Basic / Optional Transmission, hp (kW)                      |                                         | 96 (71.6)                               | 96 (71.6)                                | 98 (73)                                 |
| PTO Speeds, rpm                                                             | 540 / 1000                              | 540 / 1000 (two shafts)                 | 540 / 1000 std; 540E opt.                | 540 / 1000                              |
| PTO operational Type (Independent; Live; Continuous)                        |                                         | Independent                             | Live-independent                         | Independent                             |
| <b>Basic Engine</b>                                                         |                                         |                                         |                                          |                                         |
| Engine Make                                                                 |                                         | Kubota                                  | Kubota                                   | Case IH FPT                             |
| Engine Model                                                                | V3800-DT-TI                             | V3800-TI-CRS                            | 3.4 L                                    | PowerTech PWX 4.5L                      |
| Number of Cylinders                                                         |                                         | 4                                       | 4                                        | 4                                       |
| Displacement, cu in (L)                                                     | 230 (3.8)                               | 230 (3.769)                             | 207 (3.4)                                | 276 (4.5)                               |
| Engine Bore, in (mm)                                                        |                                         | 3.94 (100)                              | 3.94 (100)                               | 3.90 (99)                               |
| Engine Stroke, in (mm)                                                      | 4.72 (120)                              | 4.72 (120)                              | 4.33 (110)                               | 5.0 (127)                               |
| Block Design, Replaceable Liners                                            |                                         | Parent bore block                       | Parent bore block                        | Parent bore block                       |
| Aspiration, Turbocharged or Naturally Aspirated                             | Wastegate Turbocharger with Intercooler | Wastegate Turbocharger with Intercooler | Turbocharged, air-to-air aftercooled     | Wastegate Turbo, Air-to-Air Aftercooled |
| <b>Fuel System</b>                                                          |                                         |                                         |                                          |                                         |
| Fuel System Description                                                     | High Pressure Common Rail               | High Pressure Common Rail               | High Pressure Common Rail                | High Pressure Common Rail               |
| Fuel System Control, Electronic or Mechanical                               |                                         | Electronic                              | Electronic                               | Electronic                              |
| Fuel Injection to combustion chamber, Direct or Indirect                    | Direct                                  | Direct                                  | Direct                                   | Direct                                  |
| <b>Emission and Exhaust Treatment</b>                                       |                                         |                                         |                                          |                                         |
| Emission Level, US EPA Tier                                                 | Tier 3                                  | Tier 4 Interim                          | Tier 4A (Interim)                        | Tier 4 Interim                          |
| Selective Catalytic Reduction (SCR) w/Diesel Exhaust Fluid (DEF)            |                                         | No                                      | No                                       | No                                      |
| Exhaust Gas Recirculation (EGR)                                             | Cooled EGR                              | EGR                                     | Cooled EGR                               | Cooled EGR                              |
| Diesel Oxidation Catalyst (DOC)                                             |                                         | No                                      | DOC                                      | DOC standard                            |
| Diesel Particulate Filter (DPF)                                             | No                                      | DPF standard                            | DPF standard                             | DPF standard                            |
| Exhaust Pipe, Vertical stack or Horizontal                                  |                                         | Vertical stack                          | Vertical stack                           | Vertical stack                          |
| Cooling System                                                              |                                         |                                         |                                          |                                         |
| Fan Drive Type                                                              |                                         | Belt                                    | Viscous                                  | Belt                                    |
| Electrical System                                                           |                                         |                                         |                                          |                                         |
| System Rating, Volts                                                        |                                         | 12                                      | 12                                       | 12                                      |
| Alternator Rating, Amps                                                     | 45 (ROPS) & 80 (Cab)                    |                                         | 80                                       | 120                                     |
| <b>Basic Transmission Configuration</b>                                     |                                         |                                         |                                          |                                         |
| Manufacturer's Description                                                  | Swing Shift                             | Intelli-Shift, 24F/24R                  | 12x12 Power Shuttle                      | 12F/12R PowrReverser                    |
| Transmission Type                                                           | 8 full synchro, 2 ranges                | 8-speed powershift, 3 mech. ranges      | 4 Synchronized gears, 3 non-synch ranges | Top Shaft Synchronized                  |
| Number of Forward / Reverse Speeds                                          | 16F / 16R                               | 24F / 24R                               | 12F / 12R                                | 12F / 12R                               |
| Maximum Speed Forward, mph (kph)                                            |                                         | np                                      | 23.4 (37.7)                              | 25 (40)                                 |
| Creep Range Available                                                       | See Creep Kit option                    | See Optional                            | Yes, see optional                        | No                                      |
| Shuttle (Forward-Reverse) Available                                         |                                         | Hydraulic Shuttle std.                  | Standard                                 | Standard                                |
| Optional Transmission 1                                                     |                                         |                                         |                                          |                                         |
| Manufacturer's Description                                                  | Swing Shift Plus with Dual Speed        | Intelli-Shift, 32F/32R w/creeper        | 20x20 Power Shuttle with Creeper         | 24F/12R PowrReverser and Hi Lo          |
| Transmission Type                                                           | 8 full synchro w/swing shift, 2 ranges  | 8-speed powershift, 4 mech. ranges      | 5 Synch gears, 4 non-synch ranges        | Top Shaft Synchronized                  |
| Number of Forward / Reverse Speeds                                          |                                         | 32F / 32R                               | 32F / 32R                                | 20F / 20R                               |
| Optional Transmission 2                                                     |                                         |                                         |                                          |                                         |
| Manufacturer's Description                                                  | Creep Speed Kit                         | No option                               | 24x24 Power Shuttle with Hi-Lo           | No option                               |
| Transmission Type                                                           | Creep speeds added, dealer install      | No option                               | 6 Synchronized gears, 4 non-synch ranges | No option                               |
| Number of Forward / Reverse Speeds                                          |                                         | 32F / 32R or 48F / 48R                  | No option                                | 24F / 24R                               |
| Wheel or Track Configuration                                                |                                         |                                         |                                          |                                         |
| Drive Wheels or Tracks: 2WD, 4WD, 2WD / 4WD, 2 Tracks or 4 Tracks           |                                         | 2WD / 4WD                               | 4WD                                      | 4WD                                     |
| Steering Configuration: Front Steer, Frame Articulated, or Track-type Steer | Front Steer                             | Front Steer                             | Front Steer                              | Front Steer                             |
| <b>Rear Axle Assembly</b>                                                   |                                         |                                         |                                          |                                         |
| Final Drive Location and Description                                        | Planetary / Inboard                     | Inboard planetary                       | Inboard planetary                        | Planetary / Inboard                     |
| Axle Output End, Flange or Bar                                              |                                         | Flange                                  | Flange                                   | Flange                                  |
| Axle Bar Diameter, in (mm)                                                  | No bar axle                             | No bar axle                             | No bar axle                              | No bar axle                             |
| <b>Front Axle</b>                                                           |                                         |                                         |                                          |                                         |
| Suspended Front Axle Available                                              | No                                      | No                                      | No                                       | No                                      |
| <b>Brakes</b>                                                               |                                         |                                         |                                          |                                         |
| Service Brake Type                                                          | Wet disc                                | Wet disc                                | Wet disc                                 | Wet Disk                                |
| <b>Hydraulic System</b>                                                     |                                         |                                         |                                          |                                         |
| Hydraulic System Type                                                       | Open Center                             | Open Center                             | Open Center                              | Open Center                             |

|                                                           | Coleman                             | McConnell                         | MCConnell                   | Heritage                                |
|-----------------------------------------------------------|-------------------------------------|-----------------------------------|-----------------------------|-----------------------------------------|
| Make                                                      | Kubota                              | Kubota                            | Case IH                     | John Deere                              |
| Model                                                     | M108S                               | M110GX                            | Farmall 115U Tier 4A (2013) | 6115D (2015)                            |
| Main Hydraulic Pump Type                                  |                                     | Gear                              | Gear                        | Dual gear                               |
| Implement Pump Flow, gpm (Lpm)                            | 17.2 (65)                           | 18.7 (70.9)                       | 16.1 (61)                   | 20 (75.7)                               |
| Optional Pump Flow, gpm (Lpm)                             |                                     | No option                         | No option                   | 21.1 (80)                               |
| Number of Standard Remote Valves                          | 1 std; 2nd or 3rd opt.              | 2 std; 3rd & 4th opt.             | 2 std; up to 3 opt          | 2 std; 3rd opt.                         |
| <b>3-Point Hitch Features</b>                             |                                     |                                   |                             |                                         |
| 3-Point Hitch Category                                    | Category 2                          | Category 2                        | Category 2                  | Category 2                              |
| Optional Hitch Category                                   | No option                           | No option                         | No option                   | np                                      |
| Draft Sensing or Lift Control                             | Position, draft (top link) or mixed | Draft control, lower link sensing | Electronic Draft Control    | Draft sensing optional                  |
| Draft Link Ends Adjustable                                | Yes                                 | Yes                               | Yes                         | Standard                                |
| 3-Point Hitch Lift Capacity                               |                                     |                                   |                             |                                         |
| Standard Lift Capacity 24 Inches behind pin, lb (kg)      | 4,630 (2100)                        | 6,834 (3100)                      | 6,393 (2900)                | 5,500 (2500)                            |
| Optional Lift Capacity 24 Inches behind pin, lb (kg)      | 7,490 (3400)                        | 9,447 (4285)                      | 11,949 (5420)               | 7,300 (3318)                            |
| Standard Lift Capacity at lift pin, lb (kg)               | np                                  | np                                | np                          | np                                      |
| Optional Lift Capacity at lift pin, lb (kg)               | np                                  | np                                | np                          | np                                      |
| <b>Drawbar</b>                                            |                                     |                                   |                             |                                         |
| Drawbar Description                                       | Swinging                            | Swinging, extendable              | Swinging, Category 2        | Category 2, Swinging, Adjustable length |
| <b>Wheelbase / Trackbase</b>                              |                                     |                                   |                             |                                         |
| Wheelbase, 2WD, in (mm)                                   | 95.9 (2435)                         | No 2WD                            | No 2WD                      | 96.7 (2456)                             |
| Wheelbase/Trackbase, MFD/4WD or Track, in (mm)            | 95.9 (2435)                         | 95.9 (2435)                       | 92.5 (2350)                 | 96.5 (2450)                             |
| Length                                                    |                                     |                                   |                             |                                         |
| Length, 2WD, incl. Hitch/Drawbar, in (mm)                 | 163 (4145)                          | 163 (4145)                        | No 2WD                      | 170.9 (4341)                            |
| Length, MFD/4WD or track, incl. Hitch/Drawbar, in (mm)    | 163 (4145)                          | 167 (4230)                        | 164 (4161)                  | 170.9 (4341)                            |
| <b>Vertical Dimensions</b>                                |                                     |                                   |                             |                                         |
| Height to Top of Cab, in (mm)                             | 106 (2692)                          | 111.8 (2840)                      | 103 (2612)                  | 108.5 (2756)                            |
| Height to Top of ROPS raised, in (mm)                     | 105 (2670)                          | No open ROPS                      | No open ROPS                | 110 (2794) 4WD / 112.5 (2858) 2WD       |
| Width w/Tires or Tracks                                   |                                     |                                   |                             |                                         |
| Overall Width, with standard wheels or tracks, in (mm)    | 90 (2295) 2WD / 91 (2315) 4WD       | 82.7 (2100)                       | 83 (2108) across fenders    | 96.5 (2451) to flanges                  |
| Weight (w/Tires or Tracks)                                |                                     |                                   |                             |                                         |
| Weight, 2WD w/ROPS, lb (kg)                               | 6,349 (2880)                        | No 2WD                            | No 2WD                      | 8,480 (3846)                            |
| Weight, MFD/4WD w/ROPS, lb (kg)                           | 7,981 (3620)                        | No open ROPS                      | No open ROPS                | 9,150 (4150)                            |
| Weight, 2WD w/Cab, lb (kg)                                | 6,945 (3150)                        | No 2WD                            | No 2WD                      | 9,780 (4436)                            |
| Weight, MFD/4WD or Tracks w/Cab, without ballast, lb (kg) | 8,576 (3890)                        | 9,216 (4180)                      | 9,370 (4250)                | 10,000 (4536)                           |
| Weight, Total allowable, w/maximum ballast, lb (kg)       | np                                  | 12,264 (5563)                     | 11,133 (5050)               | 14,374 (6520)                           |
| Tire / Track Size                                         |                                     |                                   |                             |                                         |
| Front Tire Size, 2WD                                      | 10.00 x 16, F2                      | No 2WD                            | No 2WD                      | 10.00 -16 8PR F2                        |
| Front Tire Size or Track Width, MFD/4WD or Track          | 13.6 x 24, R1                       | 13.6 R24                          | 14.9 R24 R1W                | 13.6 -24 8PR R1                         |
| Rear Tire Size or Track Width                             | 18.4 x 34, R1                       | 18.4 R34                          | 18.4 R34 R1W                | 18.4 -34 8PR R1                         |
| Sales Literature                                          |                                     |                                   |                             |                                         |
| Literature Number                                         | M108S Specifications                | 5379-01-US, '11-SEP               | CIH02041301                 | DSAA57336 (14-06)                       |
| Literature Date                                           | 2013                                | 9/1/2011                          | 2/1/2013                    | 6/1/2014                                |
| <b>Operators Manual</b>                                   |                                     |                                   |                             |                                         |
| Operators Manual Number                                   | --                                  | 3Y205-9971-4                      | --                          | OMSU38638                               |
| Operators Manual Date                                     | --                                  | 2012                              | --                          | 4/1/2014                                |
| Product Manual                                            |                                     |                                   |                             |                                         |
| Product Manual Number                                     | --                                  | --                                | TA-1321-12                  | Website features                        |
| Product Manual Date                                       | --                                  | --                                | 12/1/2012                   | 10/1/2014                               |
| <b>Entry Dates</b>                                        |                                     |                                   |                             |                                         |
| Manufacturing Status, Current or Archive                  | Current                             | Current                           | Current                     | Current                                 |
| First Entry Date                                          | 3/1/2007                            | 2/1/2012                          | 12/1/2012                   | 10/1/2014                               |
| Revision Date                                             | 11/1/2013 --                        | --                                | March, 2013; June, 2013     | --                                      |

**From:** [b.roseberry](#)  
**To:** [Don Cawby](#)  
**Subject:** tractor/mower bids  
**Date:** Monday, May 4, 2015 11:18:09 AM  
**Attachments:** [Agricultural-Tractors New Holland ts6-tier-4b - Models, technical data and characteristics.html](#)  
[CompareSpecs.xls](#)

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After reviewing bids that were opened Thursday I have the following recommendations:

The Bush Hog 2815 rotary mower is by far the heaviest built of all that were bid. The key feature is the swivel type clevis which rotates when the tractor and mower are not on uneven surfaces. It also has an option for \$250.00 for deck rings that I recommend. These rings encompass the blades preventing damage to the deck in the event of a flying object and also act as a mulching kit by lifting cut grass back into the path of the blades. After adding the deck rings, outright price is \$15750.00 making it \$76.00 higher than the heaviest Land Pride mower that was bid. A twisted tongue or a broken drawbar that can be prevented by the swivel hitch is far higher to repair than the \$76.00 difference.

The Farmall 115U T4 bid has additional features on it whereas the other tractors are stock:

An air ride seat which is an added \$656.00 for a Kubota

An instructional seat (which will be of benefit when I'm ready to retire).

A 24x24 transmission where the others are 16x16 or 8x8.

Rear wheel weights that would be very nice on slopes that are a \$750.00 add on.

Larger front tires.

AM/FM radio, a \$256.00 add on thru Kubota.

These options make this tractor very competitively priced and it and the mower are in stock, making delivery within a week possible.

The tractor bid by Coleman Equipment is a discontinued model.

The John Deere tractor can best be described as a stripped down model made in Mexico.

I have attached spec comparisons for review.

Bill Roseberry  
Property Management Supervisor  
City of Osawatomie  
(913) 755-4525



# Quotation

## MCCONNELL MACHINERY CO., INC.

3313 Nebraska Terrace  
 Ottawa, KS 66067  
 785-242-1463  
 785-979-1109 cell  
 Greg Purdon

Date:5/04/2015

ADVANCE PURCHASE ORDER  
 To:TRACTOR AND MOWER BID  
 CITY OF OSAWATOMIE

| YEAR                | BRAND            | MODEL                                             | DESCRIPTION                                                                                      | TOTAL              |
|---------------------|------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------|
| 2015                | CASEIH           | FARM ALL 115 T4                                   | 98 PTO HP, 115 ENGINE HP                                                                         | \$                 |
|                     | ITEMS LISTED ARE | ABOVE AND BEYOND YOUR REQUIREMENTS AS STANDARD EQ |                                                                                                  |                    |
|                     |                  |                                                   | HIGH VISIBILITY CAB                                                                              |                    |
|                     |                  |                                                   | PREMIUM AIR SUSPENSION SEAT                                                                      |                    |
|                     |                  |                                                   | INSTRUCTIONAL SEAT WITH BELT                                                                     |                    |
|                     |                  |                                                   | ENGINE BLOCK HTR                                                                                 |                    |
|                     |                  |                                                   | 24 X 24 POWER SHUTTLE TRANSMISSION                                                               |                    |
|                     |                  |                                                   | MID MT HYDRAULICS/JOYSTICK FOR FRT MT IMPLEMENTS                                                 |                    |
|                     |                  |                                                   | 540/1000 RPM PTO/REVERSIBLE                                                                      |                    |
|                     |                  |                                                   | 2 TELESCOPING EXTERNAL REARVIEW MIRRORS                                                          |                    |
|                     |                  |                                                   | 6 REAR WHEEL WEIGHTS, 3 EACH SIDE                                                                |                    |
|                     |                  |                                                   | 14.9R24 FRONT TIRE WITH HEAVY DUTY WHEELS(RADIAL TIRES)                                          |                    |
|                     |                  |                                                   | 18.4R34 REAR RADIAL TIRES                                                                        |                    |
|                     |                  |                                                   | AM/FM RADIO AND TOOL BOX RETAIL                                                                  | 85,265.00          |
| <b>TRADE INFO</b>   |                  |                                                   |                                                                                                  |                    |
| YEAR                | BRAND            | MODEL                                             | DESCRIPTION                                                                                      | TOTAL ALLOWANCE    |
|                     |                  |                                                   | YOUR DISCOUNT                                                                                    | <24,754.00>        |
|                     |                  |                                                   | CASH OUTRIGHT PRICE/NO TRADE/ LEASE PRICE                                                        | \$60,511.00        |
| 2015                | BUSH HOG         | 2815L                                             | MOWER PER BID SHEET \$250 ADDED FOR DECK LINGS                                                   | \$15,750.00        |
|                     |                  |                                                   | TOTAL PRICE                                                                                      | 76,261.00          |
|                     |                  |                                                   | NOTE: OPERATORS MANUAL(PAPER), PARTS MANUAL(INTERNET ONLY), SERVICE MANUAL(CD ONLY) ALL INCLUDED |                    |
|                     |                  |                                                   | ANY QUESTIONS, GREG P.# 785-979-1109                                                             |                    |
| <b>PAYMENT =</b>    |                  |                                                   | <b>Trade Difference</b>                                                                          |                    |
| <b>FINANCE INFO</b> |                  |                                                   | <b>TAX RATE: 7.8%</b>                                                                            | <b>EXEMPT</b>      |
|                     |                  |                                                   | <b>Total</b>                                                                                     | <b>\$76,261.00</b> |

## THE FARMALL U IS LIVING UP TO ITS LEGACY, ONE FEATURE AT A TIME.

Farmall U series utility tractors are descended from 90 years of hard-working iron and designed to do everything you need done around your farm or ranch, and then some. Today's Farmall U series tractors have the same utilitarian DNA as the first Farmall tractors built in 1923 but with the addition of the newest technology for even more productivity and operator comfort. Add in rock-solid support from the Case IH dealer network and you have everything you need to Be Ready, all in one shiny red package.



**BE READY.**

## MORE HORSEPOWER. NO HORSING AROUND.

Farmall tractors have not only earned their place in the history books but on the farm as well. Each Farmall series has its own unique niche. So what makes the Farmall U special? Farmall U series utility tractors deliver more power and more features – a premium design to make hard work go more efficiently. Both the Farmall 105U and 115U have 4-cylinder, 3.4L Case IH FPT Tier 4A diesel engines with electronic high-pressure common rail fuel injection for extra horsepower and improved fuel savings. And no need to get the ether on cold mornings – glow plugs provide reliable cold weather starts so you can get in, get warm and get busy.



| MODEL        | ENGINE                     | ENGINE HP | PTO HP |
|--------------|----------------------------|-----------|--------|
| Farmall 105U | 4-cyl, 3.4-L (207 cu inch) | 105       | 91     |
| Farmall 115U |                            | 115       | 98     |



### **UTILITY IS OUR NAME. VERSATILITY IS OUR GAME.**

Versatility is the name of the game when you're looking for a utility tractor. The Farmall U series works harder on all kinds of operations—from livestock and commercial hay productions to diversified farms—and in all kinds of weather, thanks to a comfortable cab. Premium loaders and dozens of loader attachments, as well as a high-visibility roof panel, really keep things moving.

*For more about loaders, see page 8.*



### **TOOLS FOR EVERY JOB.**

Need more than just a loader? A variety of attachments, an option for a bigger hydraulic pump and up to 98 PTO HP means you can pull, push, blow, bale, rake, cut, lift, grade—and just about anything else you can think of—with confidence.

## TRANSMISSION OPTIONS THAT HELP YOU DIG IN AND GET DONE QUICKER.

The Farmall U has an amazing array of options and attachments to create the perfect tractor for your operation and needs. It comes standard with a 12×12 electro-hydraulic power shuttle transmission—but has options for a 20×20 with creeper and a 24×24 with Hi-Lo ranges and power clutch control. Add flexibility and convenience with electronic draft control with a standard rear hitch fender switch and a standard rear PTO fender switch. Plus an outstanding 6,393 lb (2 900 kg) hitch lift capacity. And for really challenging conditions, including mud and snow, you can equip your Farmall U with 38-inch tires. Case IH makes it easy for you to get the right Farmall U for the work you do—and make that work go more quickly than you ever imagined.





\*Ask your dealer about other options and features available.

## SPEND A MORE COMFORTABLE DAY IN OUR DELUXE CAB.

Case IH asks operators like you to provide feedback on all our cabs so we can continuously improve the comfort and ergonomics. Our customers tell us that the new Farmall U cab delivers like no cab ever before. More hours with less fatigue means there's more of you left at the end of a hard day.

The Farmall U comes with a generous list of standard equipment and features, including\*:

- A** High-visibility roof panel (*not shown*)
- B** FOPS protective structure in roof panel (*not shown*)
- C** New HVAC system with dashboard vents
- D** Instrument cluster that pivots with the steering wheel
- E** Shuttle lever located under the steering wheel
- F** Ergonomic joystick
- G** Larger overall internal space, new interiors and ergonomic control positions
- H** Best-in-class accessibility to the driver's seat
- I** Standard factory radio with MP3 player connection (*not shown*)
- J** Air filter and fuse box accessible on fender (*not shown*)
- K** Flat-deck floor
- L** Instructional seat
- M** Optional heated air suspension seat with 15 degree swivel (*not shown*)

## MAKE SHORT WORK OF EVER-CHANGING CHORES.

A front-end loader turns a tractor into a versatile, powerful workhorse. For general purpose, heavy duty or high volume tasks, there are a number of attachment choices, including buckets, forks, grapples, bale spikes, grips, and more. The Quick-Latch system allows you to install and remove the loader in minutes, and the Quick-Attach faceplate lets you easily switch between attachments. But that's not all. You can equip your Farmall U tractor with a Case IH mower, mower-conditioner, baler, tiller or cutter to accomplish even more. No matter what's on your "to do" list, there's an attachment for that.



| MODEL        | PTO HP |
|--------------|--------|
| Farmall 105U | 91     |
| Farmall 115U | 98     |

| LOADER MODEL                                    | L735 NON SELF-LEVELING | L735 SELF-LEVELING  | L745 NON SELF-LEVELING | L745 SELF-LEVELING     |
|-------------------------------------------------|------------------------|---------------------|------------------------|------------------------|
| Lift Capacity Maximum Height @ 31.5 in (800 mm) | 2,844 lb (1 290 kg)    | 2,954 lb (1 340 kg) | 3,616 lb (1 640 kg)    | 3,814 lb (1 730 kg)    |
| Boom Breakout force @ 31.5 in (800 mm)          | 2,976 lb (1 350 kg)    | 3,285 lb (1 490 kg) | 3,858 lb (1 750 kg)    | 4,254 lb (1 930 kg)    |
| Maximum Lift Height @ Pivot Pins                | 11 ft 3 in (3.43 m)    | 11 ft 3 in (3.43 m) | 12 ft 2.75 in (3.73 m) | 12 ft 2.75 in (3.73 m) |
| Reach @ Maximum Lift                            | 2.1 ft (.64 m)         | 2.1 ft (.64 m)      | 2.7 ft (.8 m)          | 2.7 ft (.8 m)          |



### **DEMANDING LIVESTOCK DUTIES.**

Livestock producers have the most demanding and diverse jobs in agriculture. The daily tasks seem never ending—from moving feed and herds to cleaning the lot and every other chore. With the new 3.4L FPT Tier 4A engine, new styling and comfortable new cab with standard high visibility roof panel and easy-to-use controls, the new Farmall U series tractors offer professional livestock producers a hard-working, reliable, premium tractor.



## IT'S LIKE HAVING A PARTNER BESIDE YOU ALL SEASON.

Case IH has professionals in the field to support your operation: two out of three Case IH employees work right out where you do. Our dealers have the know-how to help you manage your equipment investment to get the most out of every dollar. Our parts and service technicians have the skills and expertise it takes to maintain your equipment and keep it operating at peak performance. And CNH Capital can work with you to customize financing solutions that fit your unique needs. It's an entire system with only one goal in mind – to keep you up and running, working the way you want.



### KNOWLEDGEABLE DEALERS WHO WORK WITH YOU.

Your Case IH dealer understands you need an optimum return on your investment. That means fitting the right machine to the specific demands of the work you do. Your dealer can assist you in selecting the Case IH tractor and attachments that fit for your operation's needs and use pattern. And they'll be there for years to come, backing up your purchase with support and service.



### MAX SERVICE: MAXIMUM UPTIME, SEASON AFTER SEASON.

In agriculture you can always expect the unexpected. Case IH was the first to offer manufacturer-direct aftersales support—Case IH Max Service. Our dealers provide OEM parts, components, full-service maintenance programs and outstanding warranties—at no additional cost—to keep you up and running, and completely satisfied.

Need a part? Call 1-877-4CASEIH and it is on its way. And, we offer OEM remanufactured parts for the most critical components on most popular Case IH machinery. Many reman parts come as drop-in assemblies, getting you back to work quickly—at a fraction of the cost.



### OFFERING FINANCIAL SOLUTIONS FOR MORE THAN 50 YEARS.

CNH Capital's extensive experience in the equipment industry creates a deep understanding of your unique needs. Competitive financing with flexible payments can be timed to your cash flow. Or conserve capital and reduce upfront payments with operating lease options. Or choose from commercial revolving accounts to meet your immediate needs. We can even help protect your investment with a variety of insurance and equipment protection products. There's a financing option that's perfect for the way you operate. CNH Capital can help you find it.

| FARMALL U SPECIFICATIONS                     | Farmall 105U                            | Farmall 115U |
|----------------------------------------------|-----------------------------------------|--------------|
| <b>ENGINE</b>                                |                                         |              |
| Type                                         | 4-cylinder                              |              |
| Displacement cu. in. (L)                     | 207 (3.4)                               |              |
| Gross Engine HP                              | 105                                     | 115          |
| PTO HP                                       | 91                                      | 98           |
| Emissions                                    | Tier 4A                                 |              |
| Emissions System                             | Cooled Exhaust Gas Recirculation (CEGR) |              |
| <b>TRANSMISSIONS</b>                         |                                         |              |
| Standard                                     | 12 × 12 Power Shuttle                   |              |
| Option 1                                     | 20 × 20 Power Shuttle with Creeper      |              |
| Option 2                                     | 24 × 24 Hi-Lo                           |              |
| <b>3-POINT HITCH</b>                         |                                         |              |
| Lift Capacity @ 24" lbs. (kg)                | 6,393 (2 900)                           |              |
| Front Hitch Lift Capacity @ 24" lbs. (kg)    | 3,968 (1 800)                           |              |
| <b>PTO</b>                                   |                                         |              |
| Base PTO Speeds rpm                          | 540/1,000                               |              |
| Optional PTO Speeds rpm                      | 540/540E/1,000                          |              |
| Optional Front PTO rpm                       | 1,000                                   |              |
| <b>HYDRAULICS</b>                            |                                         |              |
| Base Rear Remotes                            | 2 Remotes                               |              |
| Optional Rear Remotes                        | Up to 3 Remotes                         |              |
| Main Pump Flow gpm (l/min)                   | 17.2 (65)                               |              |
| Optional Main Pump Flow gpm (l/min)          | 22.2 (84)                               |              |
| Steering and Services Pump gpm (l/min)       | 10 (38)                                 |              |
| Optional Steering and Serv. Pump gpm (l/min) | 11.4 (43)                               |              |
| <b>DIMENSIONS*</b>                           |                                         |              |
| Overall Length in. (mm)                      | 164 (4 161)                             |              |
| Minimum Width in. (mm)                       | 75 (1 913)                              |              |
| Minimum Height in. (mm)                      | 103 (2 612)                             |              |
| Minimum Weight lbs. (kg)                     | 9,370 (4 250)                           |              |

\*With 16.9R-34 rear tires



**BUSH HOG**®  
Performance You Can Count On™

## 2815-2 Flex-Wing



## Rotary Cutter

How could Bush Hog® make the best Flex-Wings even better?

Simply put... More value for your investment! The 2815-2 Flex-Wing is easier to service and has new features that maximize performance and durability in all uses. Whether it's corn stalk shredding, pasture maintenance or roadside cutting, the 2815-2 is unsurpassed in performance, durability, and reliability.

See the backside for features and specifications.



Industry first, massive three-inch output shaft with up to 27% more splines than smaller shafts for maximum transmission of torque to blade pan.



The Patent Pending oil sight gauge takes the guess work out of checking the oil. In less than 10 seconds, all three cutting box oil levels can be checked and rechecked as often as you walk around the machine. Never climb onto the cutter again to check the gearbox oil levels.



**All grease fittings align for easy service**

Bush Hog's E-Z lube drivelines are quick and easy to service. All grease fittings on the pto CV driveline and wing drivelines align for quick location of grease points. Since all grease fittings on all drivelines are in an up position on every 5th revolution, service times are reduced.

- Wing and center skids are 3/8" thick for extended wear and outside edges are turned up at 45 degrees to stop heavy ground contact that might damage the sidebands.
- Center section axle spindles are centered on the axle arm for equalized loading of vertical forces.
- Center section blades properly align with center wheels to closely cut out the bottom of ditches.
- Turnbuckle alignment with wing hinge pin ensures long life of turnbuckle and less hinge wear.
- Grease fittings and spring steel bushings at axle pivot points for longer life.
- Free wing float without movement of the hydraulic cylinder rod is 22 degrees down and 45 degrees up.
- Optional grass/row crop baffles for improved distribution in grass and corn stalk shredding.
- Improved design of wing sidebands means less damage caused by sideband-to-ground contact.

## SPECIFICATIONS

|                                    |                                 |                                      |                       |
|------------------------------------|---------------------------------|--------------------------------------|-----------------------|
| <b>*Transport Height:</b>          | 7 ft. 3 in.                     | <b>Cutting Gearbox Rating:</b>       | 225 h.p.              |
| <b>**Transport Width:</b>          | 8 ft. 2 in.                     | <b>Gearbox Warranty:</b>             | 6 years               |
| <b>Cutting Width:</b>              | 15 ft.                          | <b>Blade Tip Speed:</b>              | 16,289 FPM @ 540 pto  |
| <b>Cutting Height:</b>             | 2 in. to 14 in.                 |                                      | 16,000 FPM @ 1000 pto |
| <b>Hitch:</b>                      | Self Leveling, "Perma-Level"    | <b>Cutting Capacity:</b>             | 4 in. diameter        |
| <b>Minimum Tractor h.p. @ PTO:</b> | 60                              | <b>Top Deck, Center Section:</b>     | 11 ga.                |
| <b>Side Band:</b>                  | 1/4 in. x 12 in.                | <b>Bottom Deck, Center:</b>          | 7 ga.                 |
| <b>Blades:</b>                     | 1/2 in. x 4 in.                 | <b>Deck, Wings:</b>                  | 7 ga.                 |
| <b>Blade Holder:</b>               | Round                           | <b>Axle Cushions:</b>                | Springs @ each wheel  |
| <b>PTO Drivelines:</b>             | ASAE Cat 6                      | <b>Wing Adjustment:</b>              | Turnbuckles           |
| <b>Wing Drivelines:</b>            | ASAE Cat 4                      | <b>Grass/ Crop Distribution:</b>     | Optional baffles      |
| <b>Wing Flex:</b>                  | 22 degrees down/ 87 degrees up  | <b>Wing &amp; Center Hydraulics:</b> | Standard              |
| <b>Wing Free Float:</b>            | 22 degrees down / 45 degrees up | <b>Safety Tow Chain:</b>             | Standard              |
| <b>Splitter Gearbox Rating:</b>    | 250 h.p.                        |                                      |                       |

\* Measured @ max. Transport height

\*\*Measured wing skid to wing skid when folded

Dealer Info:



**BUSH HOG®**  
Performance You Can Count On™

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

Bush Hog®, Inc.  
2501 Griffin Ave., Selma, AL 36703  
(334) 874-2700

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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** May 14, 2015

**AGENDA ITEM:** Discussion of Rural Fire Contract

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** About 2 years ago, in 2013, we were presented with a model contract from the Miami County Fire District #1 and the City of Paola. At that time, the Fire District wanted us to pass it so that all the cities would be treated the same. I delegated the review of this contract to then Fire Chief Tewes to work on. The Fire District met with the City a few months later to discuss some of the issues related to a new fire station and reporting coordination. One of the issues that came out of that meeting was that the Fire District decided it was going to start reimbursing the City differently that it had for years, by only reimbursing quarterly in arrears. We were not told this in advance, but only after we stopped receiving regular reimbursements. That reimbursement change has cost our City's taxpayers \$12,000 in funds being diverted to provide cash flow to cover during their reimbursement cycle.

With the departure of Chief Tewes in early 2014, I gave Chief Love a couple of months to settle in and then asked him to work on the contract and get back to me. Fire Chief Love and Police Chief Stiles worked on this issue for a few months and finally, I received a draft from the two of them in early 2015. We worked on some changes internally and then several City representatives met late last month with representatives of the Fire Board to negotiate this contract.

The version of the contract that we provided to the Fire District was essentially the same contract as Paola's, with only a couple of exceptions. One exception dealt with the handling of the dive equipment and trailer. The other has to do with our current use of a Miami County Fire District truck as our back-up. This second item would actually have us leasing the truck from Miami County Fire District at a rate based upon the current value.

At the negotiation meeting we also had a long conversation about the lack of untimely payments by the Fire District and the reason we had thousands of dollars outstanding and owed to us. The representatives of the District claimed that we weren't providing enough documentation, but could not tell us what that lacking documentation was. So, after some protracted discussions we agreed as to what the City should provide to settle up on the owed reimbursements.

On Friday we provided that documentation to the Board along with asking for action on the contract. The Board discussed the contract and payments and reportedly recommending only reimbursing us for about half of the bill that was submitted. About \$6,000 of the bill was based on the new contract, but again we are puzzled as to why we didn't receive full payment.

I am beginning to believe that the lack of full payment, the inability of the Board to act on a contract which is almost identical to the contract they provided us, and the constant griping about our station has become too political. I fear that entering into a long-term arrangement with the Fire District Board as it currently operates is not in the best interests of the City of Osawatomie.

I recommend that the Council discuss the current operating issues and also discuss alternatives to us providing Fire District services. Also, I have provided the current 1981 contract, the Paola contract, the latest draft of our agreement and the lease agreement for the backup truck.

I also have a meeting on Friday with Shane Krull, at his request, to discuss these issues. I hope that I will learn more from that meeting, but I have already expressed my concern about maintaining an operational agreement with the District.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Review and discuss options.

# **MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KS AGREEMENT**

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

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

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

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

## SECTION 1: SEPARATE AND DISTINCT

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

## SECTION 1A: WAIVER OF LIABILITY

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

## SECTION 2: COMMITMENT OF THE FIRE DISTRICT

DISTRICT hereby agrees and commits itself as follows:

- 1) Furnish fire trucks and other emergency vehicles, firefighting equipment and supplies to be utilized by the CITY while fighting fires within the DISTRICT boundaries.
- 2) Provide Workman's Compensation insurance for the CITY'S firefighters injured while performing official duties for the DISTRICT.
- 3) Provide general liability insurance in the minimum amount of \$1,000,000 that covers all of the DISTRICT'S vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities in the fire station on behalf of the DISTRICT.
- 4) DISTRICT will pay the CITY Quarterly beginning as of April 1, 2015 as per Section 5 of this AGREEMENT for the following emergency personnel services provided for the DISTRICT by the CITY:
  - a. \$30.00 per firefighter per emergency call.
  - b. \$20.00 per firefighter per training session and required meetings. The DISTRICT and the CITY shall each pay for one meeting per month.
  - c. \$30.00 per firefighter for scheduled maintenance duties (i), repair services (ii), and vehicle washing/cleaning (iii) that require a minimum of four hours of labor.
    - i. Scheduled maintenance is those items needing routine ongoing attention, so as to maintain the basic function of the vehicle or equipment.
    - ii. Repair services represent maintenance to equipment that is no longer functioning as designed or expected, and which restores equipment to its original operating capacity.
    - iii. Washing/cleaning of vehicles represents the extra cleaning of vehicles that cannot be completed upon return from a call.

- iv. The DISTRICT will reimburse the city within 30 days of the end of the quarter.
- 5) DISTRICT will pay the CITY Six Thousand Dollars (\$6,000.00) yearly, paid in quarterly payments beginning as of January 1, 2015 as per Section 5 of this AGREEMENT, for the performance of cumulative administrative duties.
- 6) The City Manager will meet at least annually or as necessary with the DISTRICT Chairperson to discuss the conditions, concerns, issues, and relationships of the parties as they relate to the administration of the provisions of this AGREEMENT. In addition, the City Manager may invite the Chairperson of the DISTRICT or his/her representative to participate in the selection process of the fire chief or assistant fire chief as a means of assuring that candidates for those positions have a full understanding of rural firefighting techniques and the requirements of this AGREEMENT.
- 7) DISTRICT will reimburse the CITY quarterly for the SUTA, FICA and Medicare costs for calls within DISTRICT's boundaries.
- 8) DISTRICT will reimburse the CITY for maintenance and repair services by non-firefighter CITY personnel.
- 9) DISTRICT will assume responsibility for the costs associated with the replacement of parts, oil, fuel, and repairs for the DISTRICT'S equipment.
- 10) The DISTRICT will pay the CITY \$65.00/truck/month for rental space at the Osawatomie Fire Station plus \$400 per month toward the cost of utilities. The payments will be paid quarterly beginning as of April 1, 2015 as per Section 5 of this AGREEMENT.
- 11) The DISTRICT and CITY will share the responsibility of funding water rescue and SCUBA operations.

### SECTION 3: COMMITMENT OF THE CITY

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

- 1) Provide appropriate emergency personnel to answer fire and other emergency service calls; perform firefighting and related activities as dispatched for DISTRICT within its designated boundary identified in Exhibit 1.
- 2) The DISTRICT and the CITY recognize the need to enter into mutual and/or automatic aid agreements with other fire service agencies for the purpose of providing mutual support for emergency calls outside of DISTRICT'S designated boundary served by the CITY as identified in Exhibit 1.
- 3) All firefighters responding to calls on behalf of the DISTRICT, except as provided for below, must be Fire Fighter Level 1 certified as evidenced by a copy of the certificate filed with the DISTRICT Executive Secretary. Failure to file said certificate may disqualify uncertified firefighter(s) from payment for call, with the exception of a first year firefighter on probation and those firefighters hired prior to January 1, 2015. Within 60 days of the signing of this agreement, all non-probationary firefighters must have at least a Fire Fighter Level 1 certificate on file with the DISTRICT'S Executive Secretary except those firefighters hired by the CITY prior to January 1, 2015.
- 4) Operators of DISTRICT'S vehicles must have completed a driver safety training class. Training classes must meet the DISTRICT'S, the CITY'S, or the insurance company of either party's requirements. A copy of the driving certificate for each driver should be given to the DISTRICT'S Executive Secretary within 60 days of signing this agreement.
- 5) Within 10 calendar days of each calendar quarter end, the City Fire Chief, or designated staff, will provide quarterly reports to the DISTRICT'S Executive Secretary using the specified pay rates identified in Section 2, item 4 and 5, stating:
  - a. number, location, and nature of emergency calls responded to on behalf of the DISTRICT



- b. names and employee identification number of each firefighter responding to emergency calls
  - c. names and employee identification number of each firefighter who attended authorized training sessions
  - d. names and employee identification number of personnel providing cleaning, maintenance, and description of maintenance performed to DISTRICT equipment.
  - e. Additionally, at the request of either the DISTRICT or the CITY the parties shall meet to review all reports and invoices submitted under the provisions set forth in Section 6.
- 6) Provide a current roster of eligible firefighters by name and employee identification number quarterly to the DISTRICT Executive Secretary. Any roster changes should be provided to DISTRICT Executive Secretary within 5 days of change.
- 7) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of any injuries or deaths suffered by firefighters while responding to any emergency calls on behalf of the DISTRICT.
- 8) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of:
- a. all accidents that occur while the CITY'S emergency personnel are in the process for providing firefighting and emergency services to the DISTRICT.
  - b. any damage or destruction of vehicles or equipment supplied by the DISTRICT.
  - c. results of drug and alcohol testing for individuals involved in either (a) or (b) above, as soon as it is available
- 9) Within 30 days of calendar year end, provide an annual inventory to the DISTRICT of all trucks, equipment, and supplies that are considered assets with a cumulative value exceeding five hundred dollars (\$500.00) that have been furnished by the DISTRICT.
- 10) The CITY will invoice entities for the expenses associated with Hazardous Material incidents that occur within the DISTRICT's boundaries. When payments are

received for such incidents, the 'Materials' portion of the payments will remain with the CITY to cover the purchase of such materials; the 'Equipment' and 'Personnel' portions of the payments will be reimbursed to the DISTRICT.

- 11) The CITY and DISTRICT will share the responsibility of funding water rescue and SCUBA operations.

SECTION 5: RENEWAL OF AGREEMENT

This agreement shall be automatically renewed and extended on January 1<sup>st</sup> of each year for 5 years from the date of signing this agreement. Notice of non-renewal must be received in writing at least 90 days prior to the renewal date of the Agreement. Said notice shall be delivered to the DISTRICT Board President in the event the CITY requests termination of the Agreement, and said notice shall be delivered to the City Manager in the event the DISTRICT requests termination of the Agreement.

Requests for revisions or amendments to this Agreement must be submitted in writing to either party for consideration. Requests for amendments or revisions submitted to the DISTRICT by the CITY must be presented to the DISTRICT Board President or DISTRICT Board Executive Secretary by the CITY. Requests for amendments or revisions submitted to the CITY by the DISTRICT must be presented to the City Manager by the DISTRICT. The DISTRICT and the CITY commit to addressing submissions for revision and amendments within 90 days from receipt of request.

The DISTRICT and the CITY do hereby agree that this AGREEMENT shall be retroactive to January 1, 2015. The compensation increase shall herein commence on April 1, 2015. Further, the DISTRICT and the CITY understand that upon signing of this agreement, all past, real, or perceived debts/claims/etc. that the CITY may have had against the DISTRICT shall be null and void.

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

ENTERED INTO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Mark Govea, Mayor  
City of Osawatomie, KS

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Fred Miller, President  
Miami County Fire District No. 1

Attested by:

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Ann Elmquist, Clerk  
City of Osawatomie, KS

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

**MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KS**  
**1992 Smeal Pumper Agreement**

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

The CITY agrees to pay the DISTRICT \$350 per month for the use of the DISTRICT's 1992 Smeal Pumper, hereinafter referred to 428. This agreement is effective April 1, 2015 and may be discontinued by either party with 90 days written notice.

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

ENTERED INTO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Mark Govea, Mayor  
City of Osawatomie, KS

---

Fred Miller, President  
Miami County Fire District No. 1

Attested by:

---

Ann Elmquist, Clerk  
City of Osawatomie, KS

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