

OSAWATOMIE CITY COUNCIL
AGENDA
July 13, 2017
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. July 13th Agenda
 - B. Council Minutes for June 8 and June 29, 2017
 - C. Appropriation Ordinance 2017-06
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
 - A. Planning Commission Recommendations – RV Park
 - i. Text Amendments - Ordinance
 - ii. Rezoning - Ordinance
 - iii. Conditional Approval of Special Use Permit
10. New Business
 - A. KCPL Electric Interconnection and Delivery Service Agreement
 - B. Sports Complex Purchase Option
11. Council Report
12. Mayor's Report
13. City Manager & Staff Reports
14. Executive Session –
15. Other Discussion/Motions
16. Adjourn

WORK SESSION AGENDA
July 13, 2017
Upon Adjournment of Council Meeting, Memorial Hall

1. City Hall Changes
2. Budget Work Session
3. Recess Work Session to 6:30, July 20, 2017

CONTINUATION OF BUDGET WORKSESSION – July 20, 2017
NEXT REGULAR MEETING – July 27, 2017

Osawatomie, Kansas. **June 8, 2017.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hunter, LaDuex, Macek, Maichel, and Walmann. Absent was Hampson and Wright. Also present was City Clerk Tammy Seamands, City Manager Don Cawby and City Attorney Dick Wetzler. Members of the public were: Assistant Chief of Police David Stuteville, Jennifer McDaniel and Charity Keitel with Miami County Republic.

INVOCATION. John Wastlund with Wesleyan Church

CONSENT AGENDA. Approval of June 8th Agenda, Minutes for May 11th and May 25th, 2017, Appropriation Ordinance 2017-05 and Fireworks Stand Permits (Moon's Fireworks). **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

John Wastlund, Wesleyan Church, thanked everyone for their service. The church will have a float in the parade. Also, a year ago he had asked for the possibility of golf carts for disabled citizens and wanted to remind the council of this need.

PRESENTATIONS.

PROCLAMATION – KANSAS BUSINESS APPRECIATION MONTH. LaDuex did a formal reading of the proclamation. **Motion** made by Hunter, seconded by Maichel to Approve the Kansas Business Appreciation Month. Yeas: All.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS.

PAY APPLICATION NO. 6 (FINAL) – 7TH STREET SUBSTATION - IES COMMERCIAL.

SUBSTNTIAL COMPLETION CERTIFICATE – 7TH STREET SUBSTATION – IES COMMERCIAL.

CHANGE ORDER NO. 1 – 9TH STREET SUBSTATION – NMC.

PAY APPLICATION NO. 2 – GENERTOR CONTROLS & AUTOMATION – NMC.

CHANGE ORDER NO. 2 – 7TH STREET SUBSTATION – MID STATES ENERY.

Motion made by Maichel, seconded by Hunter to approve all of the Unfinished Business items as presented. Yeas: All.

NEW BUSINESS.

CHANGE OF SCOPE TO CDBG MAIN STREET PHASE II PROJECT. City Manager Cawby explained that due to the delays and changes from the state/federal levels on the CDBG Project, we need to submit an official scope of work statement for Main Street – Phase 2. **Motion** made by Hunter, seconded by Dickinson to Authorize the Mayor to Sign the Official Letter to Approve the Change of Scope to the CDBG Main Street Phase II Project. Yeas: All.

CLAIM RELEASE – WWTP PROJECT. Cawby advised the council that after two (2) years the bond company has finally agreed to allow us to keep the remainder of the retainage in lieu of fixing the heater unit. **Motion** made by LaDuex, seconded by Hunter to Approve the Claim Release for the WWTP Project. Yeas: All.

RESOLUTION – SPECIAL EVENT JOHN BROWN JAMBOREE. The State of Kansas has requested a resolution as we are closing a street during the Jamboree. **Motion** made by LaDuex, seconded by Maichel to Approve the Special Event Resolution for the John Brown Jamboree. Yeas: All.

COUNCIL REPORTS.

Ted Hunter ~ Palace Hardware had their grand opening and it has been very busy, we should be proud of that.

MAYOR'S REPORT.

Need to get a count of who is going to ride in the parade; LaDuex, Hunter, Dickinson and Maichel.

CITY MANAGER'S & STAFF REPORTS.

Met regarding the grocery store today, will come back to the council at a point there is more information.

Meeting with KS Fiber tomorrow to go over route.

Councilman Walmann asked Assistant Chief of Police David Stuteville about the difference in traffic stops from April to May. Stuteville mentioned that every year the State of Kansas has Click it or Ticket and that increases the number.

Cawby mentioned that in the packet Osawatomie Golf Course was mentioned as one of the 10 best public golf courses in Kansas.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Walmann to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:13 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. June 8, 2017. A Budget Work session was conducted on the adjournment of the Council Meeting. In attendance were Mayor Govea and Councilmembers that were at the 6:30 p.m. (Maichel leaving at 8:10 p.m.). Also present were City Manager Don Cawby, City Clerk Tammy Seamands, City Attorney Dick Wetzler, Jennifer McDaniel and Charity Keitel with Miami County Republic.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **June 29, 2017.** The Special Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Macek and Walmann. Absent was council members Tamara Maichel and Kirk Wright. Also present was City Clerk Tammy Seamands, City Manager Don Cawby and City Attorney Dick Wetzler. Members of the public were: Kelly Daggett, Chris Daggett, Alex Long, Doug Walker, John Klein, Douglas Petraskey, Janice Hawley, Ashley Pfister, Mike Moon, Jennifer McDaniel and Building Official Ted Bartlett.

INVOCATION. Ted Hunter

COMMENTS FROM THE PUBLIC. Chris Daggett proposed a 9 hole disc golf course idea for the park, for his Life Scout project.

PRESENTATIONS & PROCLAMATIONS.

PROCLAMATION – FLOOD OF 2007 – 10TH ANNIVERSARY. Councilman LaDuex officially read the proclamation. **Motion** made by Hunter, seconded by Dickinson to approve the 10th Anniversary Flood of 2007 Proclamation. Yeas: All.

PUBLIC HEARINGS. None.

BUSINESS.

MOON’S FIREWORKS PERMIT MODIFICATION. City Manager Cawby advised the council that there had been a request to move the location of the sales of fireworks from the outside tent to inside the building. This change would be for several reasons, some being security and a/c for staff. Due to the permit already being passed by the council, changes needed to be passed by council as well. Inspections would also need to be performed by staff and the state fire marshal. Building Official Ted Bartlett advised them that he and the staff from the state fire marshal’s office showed up for the original inspection on Wednesday the 28th there was nothing prepared for the inspection. The following day around 11:45 a.m. they were still not ready, but they would be there at 4 for the inspection. Showed up at 4:00 p.m. all inventory was in the store, but not set up or any signs up. Council discussed. No Motion Made.

SPECIAL EVENT PERMIT APPLICATION – 15TH STREET FROM MAIN TO PARKER. Person requesting, cancelled the request. No Action Taken.

PROPOSAL – SEWER PLANT EVALUATION AND BUDGETING – JEO. Cawby reviewed the memo that Director of Public Works and Utilities, Blake Madden, submitted. Also, attached was the proposal for the next phase of improvements for the wastewater treatment plant. **Motion** made by Hunter, seconded by LaDuex to approve the Proposal of \$11,304 from JEO. Yeas: All.

PLANNING COMMISSION RECOMMENDATIONS – RV PARK

I. REZONING

II. TEXT AMENDMENTS

III. CONDITIONAL APPROVAL

Cawby went over some of the changes that the Planning Commission has recommended after their meeting on June 20th. Some of the changes were year-around living, storm shelters, tent camping, bathroom facilities, accessory structures, no decks/ramps (unless approved by the City) and same color skirting that matches the structure. The biggest change would be the allowing of year-around living at the parks. The recommendation would be that all residents register with the park owner and long term residents (after 120 days) would register with the city. City staff recommendation would be that if the trailer park is cited three (3) times in any twelve (12) month period for any of the violations then the special use permit for that travel trailer park will be revoked. **Motion** made by LaDuex, seconded by Walmann to Approve the Travel Trailer Park Ordinance with the Amendments by the Planning Commission with the Stipulation that we additionally Define Travel Trailers, require that the Trailers must be Owner Occupied unless owned by the trailer park and the section D.2.C. removed. Yeas: All.

****Public Participation ~** Janice Hawley with Miami County Thrive presented her group and what they do for the community.

COUNCIL REPORTS.

Ted Hunter ~attended a dedication for the mini libraries that will be set up around town.

Dan Macek ~ reminder of the 4th of July celebration.

****Mike Moon** arrived and asked to speak regarding the Moon's Fireworks Modification. He spoke of the security, insurance and that it was not a last minute request. Did not believe he needed to attend the meeting, didn't think that there would be a problem with the approval. Mayor Govea spoke that the discussion is over and that no motion was taken and he wished Mike would have been at the meeting prior for the discussion.

MAYOR'S REPORT. None.

CITY MANAGER'S REPORT. None.

EXECUTIVE SESSION. **Motion** made by Hunter, seconded by LaDuex to go into executive session for Confidential Information of a Business to include Mike Moon, City Manager Cawby and City Attorney Dick Wetzler and Mr. Doug Petrosky for 30 minutes to come back at 9:00 p.m. No Action Taken.

OTHER DISCUSSION/MOTIONS.

Motion made by Hampson, seconded by Hunter to adjourn. Yeas: All. Govea declared the meeting adjourned at 9:01 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

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ORDINANCE NO. 2017-06

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	1888	4,562.19
KMEA	WAPA ELECTRICTY	1889	8,781.21
KMEA	SPA ELECTRICITY	1890	3,509.10
KMEA	GRDA ELECTRICITY	1891	100,829.36
KMEA	EMP ELECTRICITY	1892	28,384.36
KANSAS DEPT OF REVENUE	COMPENSATING USE TAX	1893	639.99
KANSAS DEPT OF REVENUE	SALES TAX	1894	1,115.69
KANSAS DEPT OF REVENUE	SALES TAX	1895	7,519.86
LINDA CROUCH	FIRE PROCEEDS	49717	7,337.00
CRAWFORD SALES COMPANY	BUDWEISER	49718	443.20
MIDWEST DISTRIBUTORS	MILLER	49719	222.30
ACE PEST CONTROL LLC	PEST CONTROL	49720	475.00
AMERICAN TEXTILE MILLS	NU-WIPES, KNIT WIPERS	49721	421.70
APPLIED MAINTENANCE SUPPLIES	HARDHAT	49722	317.64
BAKER & TAYLOR	BOOKS	49723	822.72
BRADLEY AIR CONDITIONING &	CHECKED A/C, CLEANED COIL	49724	150.00
BREWER'S AUTOMOTIVE REPAIR	SALVAGE TIRES	49725	1.75
C & G MERCHANTS SUPPLY	CHIPS, NAPKIN DISPENSERS	49726	92.44
CARROT TOP INDUSTRIES, INC.	KANSAS FLAGS	49727	272.09
CHAMPION BRANDS, LLC	FUEL INJECTOR CLEANER, GLOVES	49728	440.96
CITY OF OSAWATOMIE	UTILITIES	49729	6,475.59
COMPUTERS & MORE, LLC	CABLES, ANTI-MALWARE, MONITOR	49730	152.90
DEFFENBAUGH INDUSTRIES	SLUDGE HAUL OFF	49731	1,260.24
DEMCO, INC.	T-SHIRTS	49732	60.45
DISH NETWORK	SERVICE	49733	109.02
EVCO WHOLESALE FOOD CORP.	GATORADE, COFFEE, HOT DOGS	49734	423.67
FAMILY CENTER FARM & HOME	GRASS SEED	49735	790.79
GEARZONE PRODUCTS	BALLISTIC VESTS	49736	3,198.83
GERKEN RENT-ALL, INC.	FOLDING CHAIR RENTAL	49737	54.00
JENNIFER HAEFELE	CONTRACTUAL FOR LIBRARY	49738	300.00
HANES FLORIST & GREENHOUSE	PLANTS	49739	50.50
HD SUPPLY WATERWORKS, LTD	SLEEVE, TEE, VALVE	49740	1,882.10
HOME DEPOT CREDIT SERVICES	WEED/GRASS KILLER, STAKES	49741	112.22
DEAN HORNBACHER	CONSTRUCTION CAMP	49742	358.26
IES COMMERCIAL INC.	7TH STREET SUBSTATION PHASE II	49743	16,365.47
JARRED, GILMORE & PHILLIPS,PA	2016 AUDIT	49744	5,000.00
JIVE COMMUNICATIONS, INC.	SERVICE	49745	914.85
K & M TIRES	Tires	49746	210.76
K&T AUTO, INC.	2005 FORD EXPLORER DIAGNOSTIC	49747	108.15
KANSAS CITY WILBERT	GRAVE OPENING-NORMA	49748	2,115.00
KANSAS DEPT OF COMMERCE	JTC OIL LEASE - JUNE 2017	49749	1,000.00
KANSAS HIGHWAY PATROL	TRAINING	49750	400.00
KANSAS ONE CALL SYSTEM, INC	LOCATES	49751	47.00
KINCAID READY MIX	GRAVEL DELIVERY	49752	1,586.00
M&M GOLF CARS, LLC	CART RENTAL	49753	200.00
MC CONNELL MACHINERY CO.	COVER, DISC, BELTS	49754	134.71
MIAMI COUNTY SHERIFF'S DEPT	PRISONER CARE	49755	2,665.25
MIAMI LUMBER INC.	LUMBER	49756	20.40

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Claimant	Nature of Claim or Service	Claim Number	Amount
MIDWEST PUMP & MECHANICAL	TROUBLESHOOT N&S LIFT STATION	49757	2,544.93
NAPA AUTO PARTS	EXHAUST GASKET	49758	836.29
NEENAH FOUNDRY COMPANY	FRAME, GRATE, CURB BOX	49759	1,208.03
NEKLS	BAR CODES	49760	36.80
NMC POWER SYSTEMS	GENERATOR AUTOMATION PHASE	49761	55,226.65
NPG NEWSPAPERS, INC.	SUBSCRIPTION, GRADUATION,	49762	531.56
OIL PATCH PUMP & SUPPLY, INC.	CAP	49763	48.47
PEPSI	POP	49764	269.84
QUILL CORPORATION	LOLLIPOPS, PAPER	49765	210.18
RED FROG EVENTS	CONTRACTING SERVICE	49766	650.00
REINDERS, INC.	GANESE MICROS, GORCAL, HERBICI	49767	994.10
SITE ONE LANDSCAPE SUPPLY	PRIMO MAXX +TRIMMIT PGR	49768	622.00
SUDDENLINK COMMUNICATIONS	INTERNET	49769	249.90
T2 HOLDINGS, LLC	SHREDDING	49770	60.00
TFMCOM, INC	REPAIR RADIOS	49771	293.00
TRAINING @ YOUR PLACE	FIX ISSUES	49772	285.00
WADE QUARRIES	GRAVEL	49773	1,539.28
WEX BANK	FUEL	49774	3,967.45
THE WORK ZONE, INC	DETOUR SIGNS, ROAD CLOSED	49775	1,298.53
VOID		49776	0.00
JOHN DIXON	SOUND & STAGE-JAMBOREE	49777	1,980.00
CTK ENTERTAINMENT, LLC	PERFORMANCE-JAMBOREE	49778	750.00
DRIFT RING MUSIC, LLC	PERFORMANCE-JAMBOREE	49779	3,500.00
VOID		49780	0.00
VOID		49781	0.00
VOID		49782	0.00
VOID		49783	0.00
L & K SERVICES, INC.	REFUSE	49784	34,191.66
CRAWFORD SALES COMPANY	BUDWEISER	49785	631.15
CITY OF OSAWATOMIE	CHANGE BAGS-JAMBOREE	49786	1,030.00
JUDITH SPUNAUGLE	PERFORMANCE-JAMBOREE	49787	600.00
ANDY COOK	PERFORMANCE - JAMBOREE	49788	800.00
CITY OF OSAWATOMIE	CAR SHOW PRIZE MONEY	49789	600.00
BIG C'S ENTERPRISES, LLC	WRISTBANDS	49790	2,740.00
BIG C'S ENTERPRISES, LLC	JOHN BROWN JAMBOREE	49791	1,866.00
VISA	WRISTBANDS, ROUTER, ICMA DUES	49792	1,989.05
VISA	MONITOR, PAINT, PRY BAR	49793	219.97
VISA	PRACTICES MANUALS	49794	160.83
VISA	DVDS, BOOKS, PAPER, PLAQUES	49795	1,625.63
MIDWEST DISTRIBUTORS	MILLER	49796	243.35
MIAMI CO FIRE DIST. #1	1995 FORD PUMPER TRUCK,	49797	7,900.00
DELTA DENTAL OF KANSAS, INC.	DENTAL INSURANCE	49798	9,186.90
RYAN WALKER FLATWORK INC	STREET REPAIR	49799	7,000.00
CRAWFORD SALES COMPANY	BUDWEISER	49800	504.30
RICOH AMERICAS CORP.	COPIER LEASE	49801	311.30
AERIAL FX, INC.	INSURANCE FOR FIREWORKS	49802	495.03
ALL STAR PRO GOLF	TOOL, HAT CLIP	49803	267.16
ALTEC INDUSTRIES, INC.	DIELESS COMPRESSION TOOL	49804	4,837.81
ANIXTER, INC.	LIGHTS	49805	699.63
APPLIED MAINTENANCE SUPPLIES	GLASSES, GATORADE	49806	536.97
ASPHALT SALES COMPANY	ASPHALT	49807	560.79
BACK HOME NURSERY, LLC	FLOWERS, SOIL	49808	758.50
BAKER & TAYLOR	BOOKS	49809	300.33
BEACHNER GRAIN, INC.	GLYPHOSATE	49810	262.75
BG CONSULTANTS, INC.	CONSULTING SERVICES	49811	246.00

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Claimant	Nature of Claim or Service	Claim Number	Amount
BMI	EVENT LICENSE	49812	342.00
C & G MERCHANTS SUPPLY	CHIPS	49813	397.25
CARTER WATERS	PROPEX	49814	554.10
CENTURYLINK	RTU'S	49815	236.56
CENTURYLINK	LONG DISTANCE	49816	52.58
CHRIS' CAFE	JAMBOREE MEETING LUNCH	49817	50.00
CITY ELECTRICAL SUPPLY	WASHER, SEAL	49818	49.59
CNH CAPITAL	FINANCE CHARGES	49819	4.95
CORRECT CARE SOLUTIONS, LLC	INMATE HEALTHCARE REPRICING	49820	54.00
COUNTRY VINTAGE INN, INC.	JAMBOREE BAND ROOMS	49821	330.00
CROSS MIDWEST TIRE CO.	TIRES	49822	3,666.04
DONNA & VIOLA'S SHIRTS & ETC.	T-SHIRTS	49823	258.80
DAVID DOSSEY	RACK MOUNDS, WIRE LOOM, LABOR	49824	3,385.00
EMG, INC.	ENERGY CONSULTING	49825	1,098.44
EVCO WHOLESALE FOOD CORP.	STRAWNS, HOT DOGS, BEEF	49826	629.89
FAMILY CENTER FARM & HOME	PARTS, HARDWARE	49827	376.15
FASTENAL COMPANY	FLAT WASHER	49828	7.05
GALLAGHER BENEFIT SERVICES	ADMINISTRATION FEE	49829	457.00
GOLDEN WEST INDUSTRIAL	FLASHLIGHTS, TAPE	49830	1,061.67
W.W. GRAINGER INC	MEGOHMMETER	49831	278.00
JENNIFER HAEFELE	CONTRACTUAL FOR LIBRARY	49832	715.00
HALL'S BOBCAT SERVICE	DIRT	49833	356.40
HASTY AWARDS	RIBBONS, TROPHIES	49834	258.79
HAWKINS, INC.	AQUAHAWK	49835	6,671.95
HD SUPPLY WATERWORKS, LTD	PVC PIPE	49836	7,316.32
HOLLIDAY SAND & GRAVEL CO.	BRICK SAND	49837	418.16
HOME DEPOT CREDIT SERVICES	STAKES, ADAPTERS, BUSHINGS	49838	147.10
HOOVERS UPHOLSTERY	SEAT REPAIR	49839	250.00
JOHN DEERE FINANCIAL	V-BELT REFUND	49840	98.91
K&T AUTO, INC.	REPLACE PLUG & WIRE	49841	745.15
KANSAS CITY POWER & LIGHT CO.	SERVICE	49842	2,024.54
KANSAS DEPT OF HEALTH &	OPERATOR CERTIFICATE RENEWAL	49843	20.00
KANSAS GAS SERVICE	SERVICES	49844	432.47
KILLOUGH CONSTRUCTION, INC	ASPHALT	49845	277.65
KINCAID READY MIX	CONCRETE	49846	3,726.50
LEAGUE OF KS MUNICIPALITIES	LEAGUE FULL CONFERENCE	49847	225.00
LOGAN CONTRACTORS SUPPLY,	GRID FENCE, T-POSTS	49848	774.00
LOUISBURG FORD SALES INC.	OIL, O-RING, WEATHERSTRIP	49849	70.30
LYBARGER OIL, INC.	TANK RENTAL FEE	49850	849.23
M&M GOLF CARS, LLC	CART RENTAL - JAMBOREE	49851	500.00
MADDEN RENTAL	PORTABLE TOILET	49852	300.00
MARTIN, PRINGLE, OLIVER,	CITY PROSECUTOR	49853	3,548.70
MC CONNELL MACHINERY CO.	IDLER ARM	49854	431.29
JENNIFER MCDANIEL	COMMUNICATION SERVICES	49855	1,200.00
MIAMI COUNTY MEDICAL CENTER	MEDICAL CARE FOR PRISONER	49856	603.21
MIAMI LUMBER INC.	LUMBER	49857	144.00
MIDWEST CARPET CLEANING, INC.	CARPET CLEANING	49858	500.00
MIDWEST PUBLIC RISK	INSURANCE	49859	124,780.60
NAPA AUTO PARTS	2010 CHARGER A/C VALVE/DRYER	49860	584.91
NAVRAT'S OFFICE PRODUCTS,	LASER CHECKS	49861	1,632.28
NEKLS	ROUTER	49862	112.94
NEW CENTURY DODGE	CHARGER SIDE MARKER	49863	35.76
NICHOLSON, DASENBROCK &	ATTORNEY FEES	49864	3,880.00
O'DONNELL & SONS	ASPHALT	49865	245.52
OIL PATCH PUMP & SUPPLY, INC.	COUPLING, CEMENT PVC, PRIMER	49866	30.62
OLATHE WINWATER WORKS	SPADE, COUPLING	49867	611.00

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Claimant	Nature of Claim or Service	Claim Number	Amount
OPTIV SECURITY, INC.	TOKENS	49868	152.52
OSAWATOMIE CHAMBER OF	SASHES	49869	269.10
OSAWATOMIE PET CLINIC	RABIES	49870	489.00
PACE ANALYTICAL SERVICES, INC.	ANALYTICAL CHARGES	49871	766.00
PAOLA DO IT BEST HARDWARE	TISSUE, PAPER TOWEL	49872	19.97
PAT'S SIGNS	PARADE BANNER	49873	1,150.50
PEPSI	SODA	49874	323.40
PITNEY BOWES INC.	POSTAGE METER LEASE	49875	189.50
POSTMASTER	UTILITY BILLING	49876	1,000.00
PROTECTIVE EQUIP. TESTING	RUBBER GLOVES TEST	49877	61.56
QUILL CORPORATION	POST-IT	49878	162.74
R & J TRUCKING	GRAVEL HAULING	49879	1,925.52
R&R PRODUCTS, INC.	GASKET, SWITCH	49880	57.70
REINDERS, INC.	MAGNUM ULTRAMAX	49881	152.51
REJIS COMMISSION	LEWEB SUBSCRIPTION	49882	34.07
RICOH AMERICAS CORP.	COPIES	49883	524.89
RICOH AMERICAS CORP.	COPIER LEASE	49884	280.78
SCARECROW FARM LAWN CARE	LAWNCARE	49885	954.00
SCOTT A. MICHIE PLANNING SERV	CONSULTING SERVICES	49886	463.00
SECURITY BANK OF KC	TRACTOR LEASE PAYMENT	49887	10,636.96
SHERWIN WILLIAMS	SALES TAX	49888	269.51
STAR PRINTING	WINDOW ENVELOPES	49889	362.00
SUDDENLINK COMMUNICATIONS	INTERNET	49890	347.05
SUPERIOR LAMP	BULBS	49891	642.77
DEBBIE TALLEY	MEMORIAL HALL JENITORIAL	49892	375.00
TERRACON	DIRT TESTS	49893	500.00
TRI-COUNTY ICE CO, INC.	TOKENS	49894	200.00
TURFWERKS	FIELD DECODERS	49895	1,141.22
UNITED IMAGING CONSULTANTS	MEDICAL CARE FOR PRISONER	49896	90.56
UNIVERSITY OF KANSAS	LAW ENFORCEMENT TRAINING-	49897	115.00
USA BLUE BOOK	LONG HANDLE DIPPER	49898	80.95
USD #367	TRANSPORTATION SERVICES	49899	292.38
VAN DIEST SUPPLY COMPANY	ALTOSID BRIQUETS	49900	795.50
VAN KEPPEL COMPANY	FAN MOTOR	49901	570.17
VAN WALL EQUIPMENT	ROLLER, TIRE	49902	115.78
VERIZON WIRELESS	INTERNET	49903	80.02
VIKING INDUSTRIAL SUPPLY	PAPER PRODUCTS	49904	282.33
WAL-MART COMMUNITY BRC	GATORADE, HAMBURGER, ROLLS	49905	2,322.61
WINDLER WELDING INC	CITY OF OSAWATOMIE LOGO	49906	150.00
WINFIELD SOLUTIONS, LLC	HERITAGE PACK , INSECTICIDE	49907	5,248.50
WINPRO SOLUTIONS, INC.	TOWELS	49908	209.65
WITMER PUBLIC SAFETY GROUP	DECALS	49909	244.97
PAYROLL 06/09/17			107896.89
FICA 06/09/17			7648.24
PAYROLL 06/23/17			109065.1
FICA 06/23/17			7733.33
KPERS			15850.81
			830,053.27

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: July 13, 2017

AGENDA ITEM: Zoning Regulations Text Amendment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The Planning Commission met on June 20th to reconsider their recommendation to the city council for a 90-day length of stay maximum at all travel trailer parks in the City of Osawatomie. The Commission reconsidered the original recommendation and discussed alternatives. The Commission is recommending a draft amendment to the Osawatomie Zoning Regulations that requires all residents to register with the park owner and long-term residents to also register with the city after 120 days at the travel trailer park. The proposal allows the city manager to request a special use permit be revoked, if the park is cited three or more times in any 12-month period for any violations of this text amendment or nuisance violations.

The Planning Commission discussed all the proposed staff changes with the owner of the proposed new RV park, John Klein, and the owner of the current RV Park, Doug Walker. The recommended staff changes were to accommodate allowing year-around living at the parks. After review by the Commission, the changes recommended include: Storm shelters, allowance for some tent camping on a limited basis and with adequate shower and bathroom facilities on site, no accessory structures except non-permanent animal pens, no decks or ramps, unless approved by the City Manager, and skirting that matches the structure in color or allowed materials.

The Planning Commission voted 3-0 to recommend the attached proposal draft described above.

The Planning Commission did not revise its previous recommendations on rezoning or on a Conditional Use Permit for RV Park.

On June 29, the Council reviewed the proposal and asked for staff to draft a modification to the text amendment which would exclude tiny homes and “home-built” type trailers or vehicle conversions.

Attached is an updated text amendment revision including the changes to the definition of travel trailer and recreational vehicles.

COUNCIL ACTION NEEDED: When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the Governing Body may: (1) adopt the

Planning Commission recommendation; (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

- A. To adopt the revised text amendments, the Council must pass the ordinance which amends the Zoning Regulations as included in this packet.
- B. To adopt the proposed change to Agricultural zoning as included in this proposal, the Council must pass the Ordinance which modifies and updates the zoning map as included in this proposal.
- C. To provide conditional approval of the permit, the Council should vote to uphold the recommendation of the Planning Commission which was to conditionally approve the special use permit if: (1) the rezoning and two text amendments are approved by the City Council, and (2) Mr. Klein return to the Planning Commission with a more detailed site plan, that includes landscaping for the entrance and other areas.

STAFF RECOMMENDATION TO COUNCIL: Staff believes that a reasonable compromise has been drafted and that the Planning Commission worked hard to draft something that the City Council could adopt. However, two members of the Planning Commission were not present, and concerns continued to be voiced by members present and not present that this is opening up a loop hole for manufactured home park type environments with the cheaper and more mobile travel trailers. Commissioners have also stated some confusion for the support of these parks by the Council when they have repeatedly stated their dislike for manufactured homes or manufactured home parks.

Staff shares some of these same reservations and believes that the original proposal by the Planning Commission is more in line with the Council's stated goals for residency in Osawatomie. A Recreational Vehicle is designed primarily not for use as a permanent dwelling structure, but as temporary living quarters for recreational, camping, travel or seasonal use. Staff believes allowing long-term residency is not in the long-term best interests of the City.

ORDINANCE NO. 37__

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF OSAWATOMIE, KANSAS; AMENDING AND REPEALING SECTION 201 OF ARTICLE 2 OF CHAPTER 162 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE.

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

LEGISLATIVE FINDINGS: On April 25, 2017 the Planning Commission of the City of Osawatomie considered two text amendments to the City's Zoning and Subdivision Regulations. The proposed text amendments had been previously published, pursuant to K.S.A. 12-749 and 12-757, a notice of time in the official City newspaper that a public hearing would be held on the 25th day of April, 2017, at Memorial Hall, 411 11th Street, for the purpose of considering such proposed amendments.

At said meeting duly held in accordance with state law, upon proper motion and second, a majority of the membership of the Planning Commission recommended changes and have transmitted said recommendations to the Governing Body of the City of Osawatomie; and

On May 11, 2017, the Governing Body of the City of Osawatomie considered the recommendations of the Planning Commission and examined the proceedings of the Planning Commission, and referred the matter back to the Planning Commission to provide an accommodation for undetermined lengths of stay.

On June 20, 2017 the Planning Commission of the City of Osawatomie considered the Council recommendations and provided new recommendations to the Governing Body concerning the text amendments concerning length of stay to the City's Zoning and Subdivision Regulations.

At said meeting duly held in accordance with state law, upon proper motion and second, a majority of the membership of the Planning Commission recommended changes and have transmitted said recommendations to the Governing Body of the City of Osawatomie; and

The Governing Body of the City of Osawatomie has considered the recommendations of the Planning Commission and examined the proceedings of the Planning Commission, and find them all in order and conformity with City ordinances and state statutes.

SECTION ONE: Code Amended. Chapter 16, Article 2, Section 201 of the Code of the City of Osawatomie are hereby amended to read as follows:

16-201. ZONING AND SUBDIVISION REGULATIONS INCORPORATED. There are hereby incorporated by reference as if set out fully herein, the zoning and subdivision regulations adopted by the Governing Body of the City of Osawatomie, Kansas, as prepared by the City and consisting of Ordinance No. 3715 as amended by Ordinance No. 3749, and entitled, "Zoning Regulations, Subdivision Regulations & Floodplain Management Regulations for the City of Osawatomie, Kansas." No fewer than three copies of these regulations marked "Official Copy as Incorporated by the Code of the City of Osawatomie" and to which there shall be a published copy of this section attached, shall

be filed with the City Clerk to be open for inspection and available to the public at all reasonable business hours.

SECTION TWO: Repeal. Previous ordinances and any parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of July, 2017.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

DRAFT

Text Amendment

The following subsection is amended to read as follows.

Article 2 – Rules and Definitions

Section 2. Definitions

Travel Trailer or Recreation Vehicle: (a) A vehicular-type unit primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle, (b) are mass manufactured and sold to the public as such, and (c) have self-contained resources that allow the unit to be lived in and operated at various locations without connections to utilities for several days. Examples are travel trailers, camping trailers, truck campers, and motor homes. Manufactured homes, modular homes, individually built travel trailers or recreational vehicles not meeting traditional market specification, converted school buses or other vehicles not originally designed as recreational vehicles or travel trailers, and tiny homes on or off trailers, shall not be considered travel trailers or recreational vehicles.

Article 10 – Special Uses

Section 4. Additional Conditions for Particular Special Uses.

Article 10 – Special Uses

- D. Travel trailer parks shall be permitted subject to the following conditions.
 - (1) The site selected for travel trailer parks areas shall be well drained and primarily designed to provide space for short-term occupancy to the traveling public. Locations of the site may not necessarily front on a major roadway or thoroughfare, but it shall be indirectly accessible to the major roadway by means of a private road or public road that it has frontage on.
 - (a) Utilities will not be individually metered by the City. The City will meter the park as a whole and rates will be set by the Cities Fee Schedule. The bill will be the responsibility of the park’s owner and subject to all applicable City policy.
 - (2) Occupancy and Permitting. Travel Trailer Park occupancy shall be monitored and administered by the Park Owner, whose development plan approval is subject to the following occupancy standards and procedures:
 - (a) Temporary occupancy shall not exceed 120 days and requires no permit.
 - (b) Residents must register with travel trailer park owners.
 - (c) Long-term occupancy of more than 120-days shall require a long-term occupancy permit by the Travel Trailer Park Owner from the building official each calendar year to serve as a way to register the travel trailer as a long-term stay. The permit

application will include information on all long-term residents at the park to serve as a way to make contact in case of emergency.

- (d) All occupancy stays shall be subject to site inspections at any reasonable time to confirm that the site is in compliance with City's Nuisance Regulation and Travel Trailer Park Allowances, Article 10, D (9) of these regulations.
 - (e) All travel trailers on site shall be owner occupied and the park owner may have one personal travel trailer.
 - (f) Excluding tiny homes, manufactured homes and modular homes, individually built travel trailers or recreational vehicles not meeting traditional market specifications or converted school buses or other vehicles not originally designed as recreational vehicles or travel trailers may only be allowed when the appearance of such is consistent with other recreational vehicles and travel trailers and upon approved by the City Manager or his or her designee.
- (3) Minimum tract size shall be two (2) acres under single ownership.
 - (4) The maximum number of travel trailer spaces allowed within the permitted districts shall not be more than 20 per acre.
 - (5) Minimum width of a trailer space shall be 25 feet and it shall be so designed to provide space for parking both the trailer and the towing vehicle off the roadway. No trailer unit shall be closer than ten feet to any other adjacent unit, structure or roadway, and all spaces shall have direct access to the roadway. No unit shall be placed closer than 30 feet to any of the development property lines, and the ten feet nearest the property line shall be permanently maintained as a sodded and/or landscaped area.
 - (6) A central office or convenience establishment with an attendant shall be provided within the trailer park to register guests and provide service and supervision to the park for parks in excess of five acres.
 - (7) The applicant for a travel trailer park shall submit a development plan to the Planning Commission for approval. Such plan shall contain the information as required below and any other information the Board reasonably shall deem necessary to fully evaluate the proposed development. The applicant shall submit the information on a sheet size not to exceed 24" x 36" dimensions as a proposed development plan showing:
 - (a) General layout of the development with dimensions, depths, number of spaces and related sanitation accommodations.
 - (b) Parking area location, sizes and capacity.
 - (c) Ingress and egress points for the project.
 - (d) Use of structures.
 - (e) General layout of typical travel trailer space showing the size of space and proposed improvements and location of water,

sewer and electric connections. Each site must be clearly numbered at the utility connection point with numbers no smaller than "4 in height.

- (f) Layout of the roadway within the park.
 - (g) Net density of proposed project, expressed in terms of units per acre.
 - (h) General landscaping plan indication all new and retained plant material to be incorporated within the new development and layout of outdoor lighting systems.
 - (i) Plan and method of sewage disposal and water supply.
 - (j) Location plan and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries and utility areas.
 - (k) The development shall provide a general refuse storage area or areas that shall be provided with a paved hard surface and shall be enclosed to screen it from view.
 - (l) Storm Shelter: Each Travel Trailer Park shall include a storm shelter on site, to be constructed in accordance with FEMA 320, 361 and ICC 500.
- (8) The travel trailer parks shall be planned and constructed in accordance with the minimum standards as established in this section and as outlined below:
- (a) All travel trailer park roads and off-road parking spaces shall be improved with a gravel surface or a hard surface of asphalt or concrete. If gravel, improvements shall be in accordance with specifications for gravel surfaces as detailed in Article 6 of these zoning regulations (Off-Street Parking and Loading Regulations); and if asphalt or concrete, in accordance with the City Engineer's specifications. All road approaches from a City street to the edge of the right of way/property line shall be hard surfaced with asphalt or concrete.
 - (b) All parks shall be provided with general outdoor lighting with a minimum of 0.3-foot candles of general illumination.
 - (c) All yard areas and other open spaces not otherwise paved or occupied by structures shall be sodded and/or landscaped and shall be maintained.
 - (d) The area where the dumpster is placed and two (2) feet on all sides of the dumpster to include an approach for the trash truck to back up to the dumpster shall also be a hard surface.

- (e) Existing or any Travel Trailer Parks being considered at this time shall have 1-year from the time this amendment is published to comply with the storm shelter requirement.
- (9) Travel Trailer Park Allowances shall be the responsibility of the Park's owner and all penalties or expenses when occurred due to violations of the City of Osawatomie Nuisance Ordinance #3729 (this ordinance shall serve for all fines, appeals and all other administrative purposes) and the following:
- (a) Travel Trailer parks are subject to all other applicable City Ordinances, including but not limited to, animal control, STO, UPOC, nuisance standards, and noise regulations. Anyone under a long-term permit must register their animal with the city just like any other citizen of Osawatomie.
 - (b) No storage of vehicles.
 - (c) No truck mounted shells separated from their mount vehicle.
 - (d) Trailers shall vacate the site within a 2-hour notice of high water problems at the site.
 - (e) No outdoor refrigerators or freezers can be on the site.
 - (f) Only outdoor storage that is typical of Travel Trailer Parks shall be allowed such as BBQ grills, bicycles and other related items. All storage shall be kept in a "neat and tidy" state as to be decided by the building official or designee.
 - (g) No tent camping on the site shall be allowed unless adequate shower and restroom facilities are present.
 - (h) No tents or soft sided (pop-up) type Travel Trailers shall be allowed as Long Term stay.
 - (i) No individual accessory type structures will be allowed, including but not limited to, sheds, fencing and permanent dog pens. The only structures on the site shall be owned by the park owner and indicated on the development plan.
 - (j) No decks, porches, stairs or ramps are to be built onto or beside a travel trailer unless approved by the City Manager.
 - (k) Skirting, when installed, must be of a material suitable for exterior exposure and contact with the ground. Manufactured and non-manufactured skirting is allowed. Manufactured

skirting shall be manufactured for use specifically on a Travel Trailer or for a Manufactured Home. Non-manufactured skirting may be used if skirting is similar in color to the travel trailer, a non-organic material, and capable of sustaining the outdoor elements.

- (l) If a Travel Trailer is using an LP/Propane tank that is not built into the Travel Trailer then that tank must be secured in such a manner that it cannot be easily knocked over.
 - (m) Playground equipment or swimming pools, with a water depth of more than 24" shall not be allowed unless the property of the Park and shall be included in the development plans. All applicable City Requirements shall apply.
- (10) If the owner of the Travel Trailer Park is cited for of any of the above nuisance violations or any of the "Travel Trailer Park Allowances" three times in any 12 month period then the City Manager may deem the Travel Trailer Park as a habitual violator and recommend to the council to revoke the Special Use Permit for that Travel Trailer Park.

AND

APPENDIX A - PERMITTED USE TABLES BY DISTRICT

Amendment:

Dwelling, Manufactured Home removed from permitted uses in an Agricultural zone.

Text Amendment

The following subsection is amended to read as follows.

Article 2 – Rules and Definitions

Section 2. Definitions

Travel Trailer or Recreation Vehicle: (a) A vehicular-type unit primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle, (b) are mass manufactured and sold to the public as such, and (c) have self-contained resources that allow the unit to be lived in and operated at various locations without connections to utilities for several days. Examples are travel trailers, camping trailers, truck campers, and motor homes. ~~Manufactured homes, and modular homes, individually built travel trailers or recreational vehicles not meeting traditional market specification, converted school buses or other vehicles not originally designed as recreational vehicles or travel trailers, and tiny homes on or off trailers,~~ shall not be considered travel trailers or recreational vehicles.

Article 10 – Special Uses

Section 4. Additional Conditions for Particular Special Uses.

Article 10 – Special Uses

- D. Travel trailer parkscamps shall be permitted subject to the following conditions.
 - (1) The site selected for travel trailer parkscamp areas shall be well drained and primarily designed to provide space for short-term occupancy to the traveling public. Locations of the site may not necessarily front on a major roadway or thoroughfare, but it shall be indirectly accessible to the major roadway by means of a private road or public road that it has frontage on.
 - (a) Utilities will not be individually metered by the City. The City will meter the parkecamp as a whole and rates will be set by the Cities Fee Schedule. The bill will be the responsibility of the park'sCamp's owner and subject to all applicable City policy.
 - (2) Occupancy and Permitting. Travel Trailer Park occupancy shall be monitored and administered by the Park Owner, whose development plansite plan approval is subject to the following occupancy standards and procedures:
 - (a) Temporary occupancy shall not exceed 12030 days and requires no permit.

(b) Residents must register with travel trailer park owners. Short-term occupancy of 30 to 90 days shall require a permit by the Travel Trailer Park Owner from the building official at no cost, with a reporting to the City of each scheduled short-term occupancy beginning and ending.

(c) Long-term occupancy of more than 120~~90~~ days shall require a long-term occupancy permit by the Travel Trailer Park Owner from the building official for a fee established in the annual fee schedule, each calendar year to serve as a way to register the travel trailer as a long-term stay. The permit application will include information on all long-term residents at the parkeamp to serve as a way to make contact in case of emergency.

(d) All occupancy stays shall be subject to site inspections at any reasonable time to confirm that the site is in compliance with City's Nuisance Regulation and Travel Trailer Parkeamp Allowances, Article 10, D (9) of these regulations.

(e) All travel trailers on site shall be owner occupied and the park owner may have one personal travel trailer.

(f) Excluding tiny homes, manufactured homes and modular homes, individually built travel trailers or recreational vehicles not meeting traditional market specifications or converted school buses or other vehicles not originally designed as recreational vehicles or travel trailers may only be allowed when the appearance of such is consistent with other recreational vehicles and travel trailers and upon approved by the City Manager or his or her designee.

- (3) Minimum tract size shall be two (2) acres under single ownership.
- (4) The maximum number of travel trailer spaces allowed within the permitted districts shall not be more than 20 per acre.
- (5) Minimum width of a trailer space shall be 25 feet and it shall be so designed to provide space for parking both the trailer and the towing vehicle off the roadway. No trailer unit shall be closer than ten feet to any other adjacent unit, structure or roadway, and all spaces shall have direct access to the roadway. No unit shall be placed closer than 30 feet to any of the development property lines, and the ten feet nearest the

property line shall be permanently maintained as a sodded and/or landscaped area.

- (6) A central office or convenience establishment with an attendant shall be provided within the trailer [parkeamp](#) to register guests and provide service and supervision to the [parkeamp](#) for [parkscamps](#) in excess of five acres.
- (7) The applicant for a travel trailer [parkeamp](#) shall submit a development plan to the Planning Commission for approval. Such plan shall contain the information as required below and any other information the Board reasonably shall deem necessary to fully evaluate the proposed development. The applicant shall submit the information on a sheet size not to exceed 24" x 36" dimensions as a proposed development plan showing:
 - (a) General layout of the development with dimensions, depths, number of spaces and related sanitation accommodations.
 - (b) Parking area location, sizes and capacity.
 - (c) Ingress and egress points for the project.
 - (d) Use of structures.
 - (e) General layout of typical travel trailer space showing the size of space and proposed improvements and location of water, sewer and electric connections. Each site must be clearly numbered at the utility connection point with numbers no smaller than "4 in height.
 - (f) Layout of the roadway within the [parkeamp](#).
 - (g) Net density of proposed project, expressed in terms of units per acre.
 - (h) General landscaping plan indication all new and retained plant material to be incorporated within the new development and layout of outdoor lighting systems.
 - (i) Plan and method of sewage disposal and water supply.
 - (j) Location plan and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries and utility areas.
 - (k) The development shall provide a general refuse storage area or areas that shall be provided with a paved [hard surfaceconcrete surface](#) and shall be enclosed to screen it from view.
 - (l) Storm Shelter: Each Travel Trailer [ParkCamp](#) shall include a storm shelter on site, to be constructed in accordance with FEMA 320, 361 and ICC 500, ~~and have a minimum of 20 square feet of open floor area per travel trailer space. Existing or any Travel Trailer Camp being considered at this time shall have 1 year from the~~

~~time this amendment is published to comply with this requirement.~~

(8) The travel trailer [parkscamps](#) shall be planned and constructed in accordance with the minimum standards as established in this section and as outlined below:

(a) All travel trailer [parkecamp](#) roads and off-road parking spaces shall be improved with a gravel surface or a hard surface of asphalt or concrete. If gravel, improvements shall be in accordance with specifications for gravel surfaces as detailed in Article 6 of these zoning regulations (Off-Street Parking and Loading Regulations); and if asphalt or concrete, in accordance with the City Engineer's specifications. All road approaches from a City street to the edge of the right of way/property line shall be hard surfaced with asphalt or concrete.

(b) All [parkscamps](#) shall be provided with general outdoor lighting with a minimum of 0.3-foot candles of general illumination.

(c) All yard areas and other open spaces not otherwise paved or occupied by structures shall be sodded and/or landscaped and shall be maintained.

~~(d)~~ The area where the dumpster is placed and two (2) feet on all sides of the dumpster to include an approach for the trash truck to back up to the dumpster shall also be a hard surface.

~~(d)(e)~~ Existing or any Travel Trailer [ParksCamp](#) being considered at this time shall have 1-year from the time this amendment is published to comply with the storm shelter requirement.

(9) Travel Trailer [ParkCamps](#) Allowances shall be the responsibility of the [Park'sCamp's](#) owner and all penalties or expenses when occurred due to violations of the City of Osawatomie Nuisance Ordinance #3729 (this ordinance shall serve for all fines, appeals and all other administrative purposes) and the following:

(a) Travel Trailer parks are subject to all other applicable City Ordinances, including but not limited to, animal control, STO, UPOC, nuisance standards, and noise regulations. Anyone under a long-term permit must

register their animal with the city just like any other citizen of Osawatomie.

- (b) No storage of vehicles.
- (c) No truck mounted shells separated from their mount vehicle.
- (d) Trailers shall vacate the site within a 2-hour notice of high water problems at the site.
- (e) No outdoor refrigerators or freezers can be on the site.
- (f) Only outdoor storage that is typical of Travel Trailer ParksCamps shall be allowed such as BBQ grills, bicycles and other related items. All storage shall be kept in a "neat and tidy" state as to be decided by the building official or designee.
- (g) No tent camping on the site shall be allowed unless adequate shower and restroom facilities are present.
- ~~(g)~~(h) No tents or soft sided (pop-up) type Travel Trailers shall be allowed as Long Term stay.
- ~~(h)~~(i) No individual accessory type structures will be allowed, including but not limited to, sheds, fencing and permanent dog pens. The only structures on the site shall be owned by the parkCamp owner and indicated on the development plan.
- ~~(i)~~(j) No decks, porches, stairs or ramps are to be built onto or beside a travel trailer unless approved by the City Manager.
- ~~(j)~~(k) Skirting, when installed, must be of a material suitable for exterior exposure and contact with the ground. Manufactured and non-manufactured skirting is allowed. Manufactured skirting No "hand built" skirting is to be made on-site any skirting is to be used shall be manufactured for use specifically on a Travel Trailer or for a Manufactured Home. Non-manufactured skirting may be used if skirting is similar in color to the travel trailer, a non-organic material, and capable of sustaining the outdoor elements. The skirting shall be of like type material as the Travel Trailer.

~~(k)~~(l) If a Travel Trailer is using an LP/Propane tank that is not built into the Travel Trailer then that tank must be secured in such a manner that it cannot be easily knocked over.

~~(j)~~(m) Playground equipment or swimming pools, with a water depth of more than 24" shall not be allowed unless the property of the ~~ParkCamp~~ and shall be included in the development plans. All applicable City Requirements shall apply.

- (10) If the owner of the Travel Trailer Park is cited for of any of the above nuisance violations or any of the "Travel Trailer Park Allowances" ~~three times~~ in any 12 month period then the City Manager may deem the Travel Trailer Park as a habitual violator and recommend to the council to revoke the Special Use Permit for that Travel Trailer Park.

AND

APPENDIX A - PERMITTED USE TABLES BY DISTRICT

Amendment:

Dwelling, Manufactured Home removed from permitted uses in an Agricultural zone.

ORDINANCE NO. 37__

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY IN THE CITY OF OSAWATOMIE, KANSAS FROM G-B (GENERAL BUSINESS) TO AG (AGRICULTURAL); AMENDING THE ZONING MAP INCORPORATED BY REFERENCE IN ORDINANCE NO. 3738, AND AMENDMENTS THERETO.

WHEREAS: after due and lawful notice, the Osawatome Planning Commission on April 25, 2017 held a public hearing, and recommended approval of the request to rezone from G-B (General Business District) to AG (Agricultural District).

WHEREAS: the Governing Body may (1) approve such Planning Commission recommendation, (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) may return the same to the Planning Commission for further consideration, together with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

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

SECTION ONE: That the zoning district classification for the following described property, situated in Miami County, Kansas, to-wit:

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 01'00" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.38 feet to the true point of beginning, said point being on South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 417.70 feet, thence South 15 degrees 50'15" East 30.00 feet, thence South 74 degrees 09'45" West 181.42 feet; thence along a curve to the right, said curve having a Radius of 874.42 feet, a Central Angle of 17 degrees 22'21" and an Arc Length of 265.13 feet, to a point on the Easterly Right of Way line of Old 169 Highway, thence North 3 degrees 16'18" West 119.07 feet along said right of way line, thence North 7 degrees 20'18" West 177.38 feet along said right of way line, thence North 89 degrees 01'00" East 117.03 feet, thence North 0 degrees 30'04" West 300.00 feet, to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 01'00" East 780.07 feet along the South Right of Way line of Kelly Street, to the point of beginning, all in the City of Osawatome, Miami County, Kansas.

EXCEPT THE FOLLOWING DESCRIBED TRACT

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 00'58" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.34 feet to the true point of beginning, said point being on the South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 268.26 feet, thence North 0 degrees 59'02" West 453.07 feet to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 00'58" East 300.54 feet along the South Right of Way line of Kelly Street to the point of beginning, all in the City of Osawatomie, Miami County, Kansas;

is hereby changed from G-B (General Business District) to AG (Agricultural District).

SECTION TWO: That the Zoning Map adopted by Ordinance No. 3738 is hereby amended to reflect the rezoning, as set forth in Section One.

SECTION THREE: 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 13th day of July, 2017.

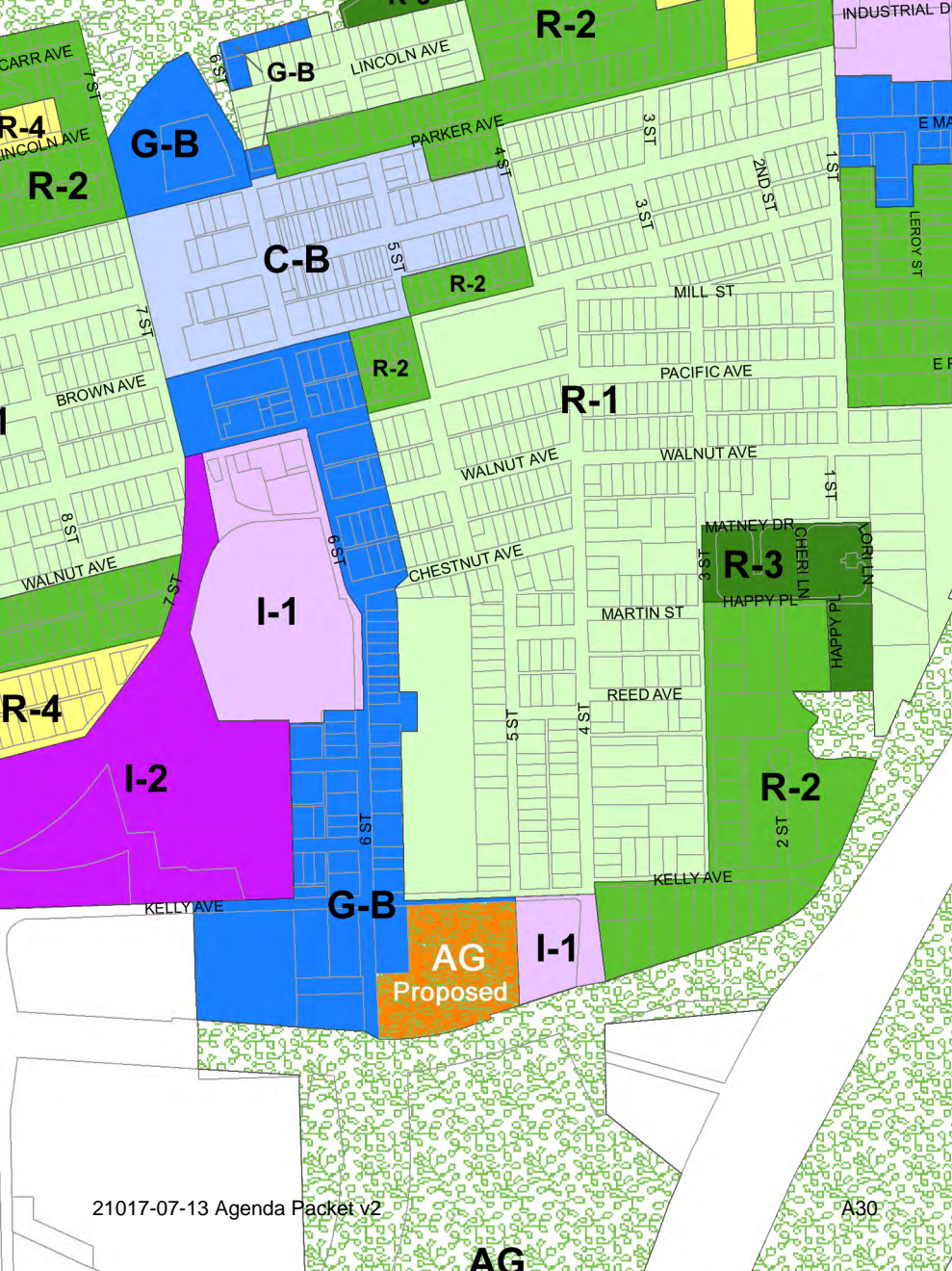
APPROVED and signed by the Mayor.

L. Mark Govea
Mayor

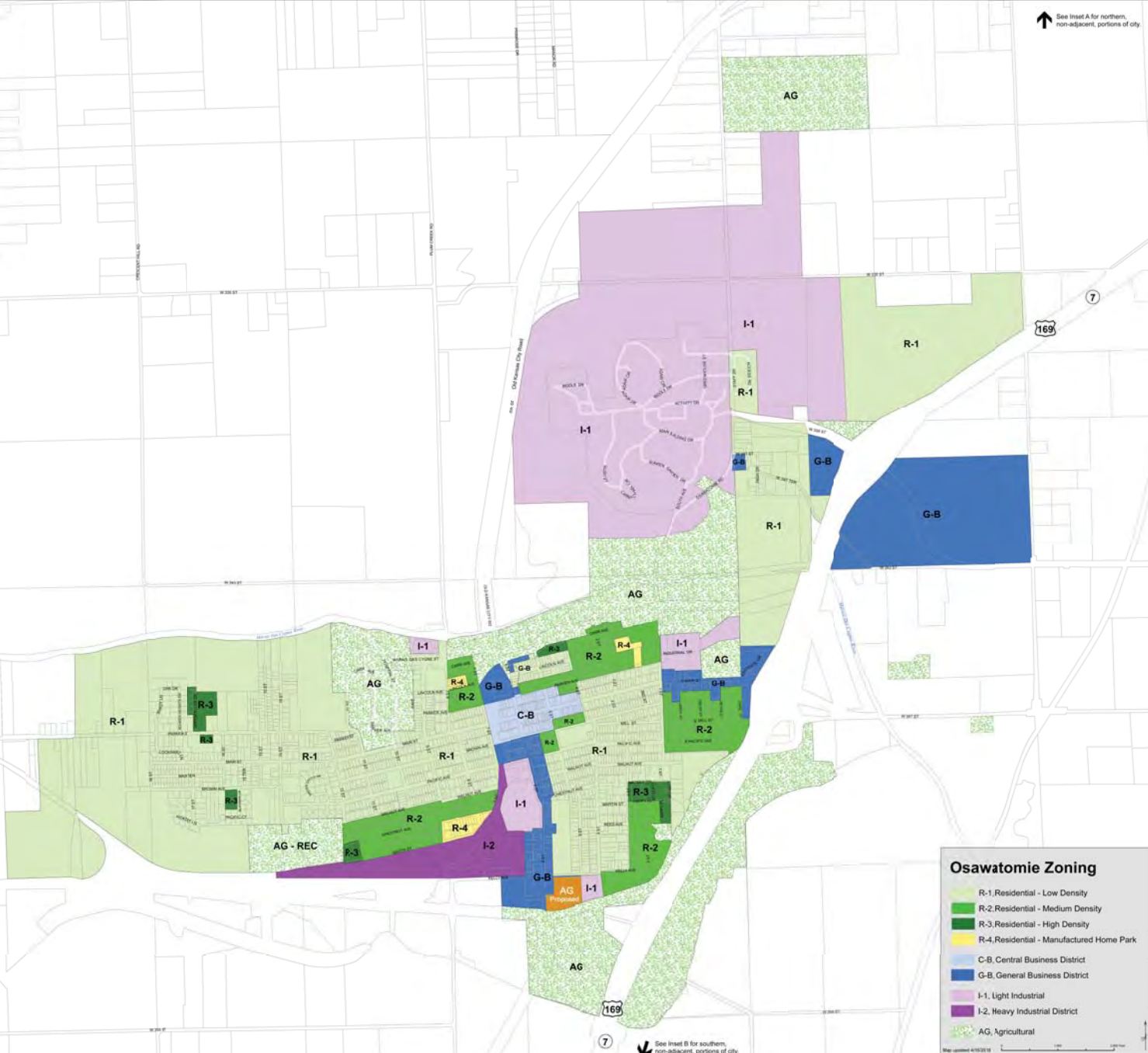
(SEAL)

ATTEST:

Tammy Seamands
City Clerk



↑ See Inset A for northern, non-adjacent, portions of city



Osawatomie Zoning

- R-1, Residential - Low Density
- R-2, Residential - Medium Density
- R-3, Residential - High Density
- R-4, Residential - Manufactured Home Park
- C-B, Central Business District
- G-B, General Business District
- I-1, Light Industrial
- I-2, Heavy Industrial District
- AG, Agricultural

Map updated 4/15/2018

↓ See Inset B for southern, non-adjacent, portions of city

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: July 13, 2017

AGENDA ITEM: **KCPL Interconnect Agreement**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The City along with all other member utilities of the Kansas Municipal Energy Association (KMEA) were approached by KCPL to review and renew our existing Interconnection Agreement (IA).

This new agreement will take the place of the original IA that has been in effect since December of 1975. This new agreement cleans up a lot of language and define the boundaries between the City and KCPL. It also stipulates the quality of power that both KCPL and the city must maintain. In the original agreement, there was no stipulation on the required power factor that the city had to maintain. Originally KCPL was wanting the city to maintain a 98% power factor, however with all KMEA cities requesting a much lower PF we could agree to a 95% power factor. This is a rate the City can currently maintain, and with the future voltage upgrade will be able to maintain in the future as well.

This agreement has come to the City from KCPL, with FERC seeking out large suppliers to update their interconnection agreement. Along with this agreement is also a clause that if either KCPL or the city merge this agreement would still be in place.

COUNCIL ACTION NEEDED: Review and consider.

STAFF RECOMMENDATION TO COUNCIL: Approve the agreement as presented. Scott Shreve of EMG, the City's electric market consultant, and Stewart Kasper, Chief Plant Operator have been actively involved in this discussion and evaluation during the review process with KMEA.

ELECTRIC INTERCONNECTION AND DELIVERY SERVICE
AGREEMENT

KANSAS CITY POWER & LIGHT COMPANY

AND

CITY OF OSAWATOMIE, KANSAS

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ELECTRIC INTERCONNECTION AND DELIVERY SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation having its principal place of business at Kansas City, Missouri (the “Company”), and the CITY OF OSAWATOMIE, a Kansas municipal corporation located in Miami County, Kansas (the “City”). The Company and the City are each individually referred to as a “Party” and collectively referred to as the “Parties” herein.

WITNESSETH:

WHEREAS, the Company, a regulated public utility, is engaged in the production and transmission of electric power and energy and its distribution and sale in portions of the State of Kansas, including the County of Miami, Kansas through the use of its electric system (the “Company System”); and

WHEREAS, the City, through its municipal electric system (the “City System”), is engaged in the production, distribution, and sale of electric power and energy within the City’s jurisdiction; and

WHEREAS, the City desires to maintain electrical interconnection with the Company for operation of the City System;

WHEREAS, the Company and the City are willing to maintain such electrical interconnection and provide for the delivery of electric power and energy through the interconnection upon the terms and conditions herein provided; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto agree and contract as follows:

Section 1. Effective Date, Term, Termination and Disconnection

1.1 Effective Date

This Agreement shall become effective (i) on the date of its execution (if such execution shall have been previously authorized by the Council of the City (the “Council”)) or (ii) on the effective date of the Council’s action approving this Agreement (if this Agreement shall have been executed prior to the effective date of said action); and upon acceptance or approval by the Federal Energy Regulatory Commission (“FERC”) in accordance with Section 1.4 of this Agreement (the “Effective Date”).

1.2 Term

This Agreement shall become effective on the Effective Date of ____ day of _____, 2017 and remain in effect for an initial term of five (5) years from the Effective Date (the “Initial Term”), and year to year thereafter, unless and until terminated earlier in accordance with Section 1.3 of this Agreement.

1.3 Termination

1.3.1 By Mutual Consent

This Agreement may be terminated at any time by mutual agreement of the Parties.

1.3.2 By Either Party

The City may terminate this Agreement at any time after the Initial Term by giving Company not less than one-hundred and eighty (180) days’ advance written notice. The Company may terminate this Agreement after the Initial Term by giving the City not less than twenty-four (24) months’ advance written notice of such termination.

1.3.3 In Event of Default

This Agreement may be terminated in the event of Default, as provided for in Section 9 of this Agreement.

1.4 FERC Approval

No commencement, amendment or termination hereunder shall become effective until the Company tenders to FERC any required notification of this Agreement and obtains such acceptance thereof by FERC as may be required.

1.5 Disconnection

Upon termination of this Agreement in accordance with Section 1.3 of this Agreement and, if termination is by the Company, acceptance of termination by FERC in accordance with Section 1.4 of this Agreement, a Party may, in coordination with the other Party, physically disconnect its system from the other Party's system.

1.6 Survival of Rights

Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date of termination becoming effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

Section 2. Scope of Agreement

2.1 Scope

This Agreement governs the terms and conditions under which the City System will interconnect with the Company System.

2.2 No Agreement to Purchase Power or to Provide Transmission Services

This Agreement does not constitute an agreement by the Company to supply electric power and energy to City. The sale, purchase or delivery of power and other services that the City may require will be covered under one or more separate agreements. The City will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable transmission provider.

2.3 Effect on Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Company and the City.

Section 3. Electric Interconnection Service

3.1 Point(s) of Interconnection

The Company shall deliver electric power and energy to the City at the point(s) at which the conductors of the Company make electrical connection with the conductors of the City (the “Point(s) of Interconnection”) as specified in Appendix 1, attached hereto and made a part hereof, or in accordance with any superseding appendix applicable to the services provided by the Company to the City hereunder then currently in effect and on file with any commission or other governmental regulatory agency or body having jurisdiction.

3.2 Specifications

Electric power and energy delivered by the Company to the City shall be three-phase, alternating current having a frequency of approximately 60 hertz and a nominal unregulated voltage at the Point(s) of Interconnection. The obligation of the Company to deliver electric power and energy to the City hereunder shall be completed upon delivering such electric power and energy at the Point(s) of Interconnection.

3.3 Responsibilities of the Parties

3.3.1 Performance of Obligations

The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, operating requirements, and Good Utility Practice.

3.3.2 City’s Facilities

The City shall interconnect, operate and maintain the City System and operate and maintain its interconnection facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement and with Good Utility Practice. The Company shall not initially require the City to upgrade existing facilities. However, following the execution of this Agreement, the City shall be responsible for any costs and maintenance required to maintain the City System in compliance with this Agreement.

3.3.3 Company’s Facilities

The Company shall operate and maintain its interconnection facilities in accordance with this Agreement, and with Good Utility Practice. The Company shall be responsible for any costs and maintenance required to maintain its facilities in compliance with this Agreement.

3.3.4 Standards for Construction

For new facilities, the City agrees to construct its facilities or systems in accordance with applicable national and state standards in effect at the time of construction. The City agrees to design, maintain, and operate the City System so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the Company System.

3.3.5 Routine Maintenance, Construction, or Repair

The Parties shall coordinate concerning routine maintenance, construction, or repairs on the City System and Company System, as applicable and interconnection facilities. The Parties shall use reasonable efforts to avoid temporary disruption to the City and to restore service to the City as soon as reasonably practicable thereafter.

3.3.6 Regional Transmission Organization

Each Party shall comply the Regional Transmission Organization's ("RTO") rules, tariffs, agreements or procedures governing interconnection and operation of the Company System or City System.

3.3.7 NERC

Each Party is responsible for complying with standards and requirements of the North American Electric Reliability Corporation ("NERC"), or its successor, as applicable to each Party.

Section 4. Operating Conditions

4.1 Operations and Maintenance

The Parties shall at all times during the Term hereof operate and maintain their respective systems in accordance with Good Utility Practice, applicable requirements, standards and directives of NERC and the regional reliability coordinator, and shall permit no unusual loads or operating conditions on their respective systems which would adversely affect the other's system. The Parties shall, at their respective own cost and expense, furnish, install or otherwise provide, and shall operate and maintain such protective facilities as may be reasonably necessary for safe and prudent operations hereunder, including automatic protection systems.

4.2 Power Factor

Each Party shall provide the entire Kilovolt Amperes Reactive (otherwise known as kilovars) required for its own system load. Should either Party's system fail to maintain a sufficient power factor of 95% as measured on a weekly average basis, then the Party alleging the other Party's failure to maintain sufficient power factor shall notify the other party in writing to request a meeting to discuss necessary corrections. If it is determined that one Party is failing to maintain the agreed to power factor, the other Party may require that the Party install, operate and maintain the necessary corrective equipment to resolve the non-compliance within a commercially reasonable timeframe. The Parties understand the effect that their electric service has on the other Party's facilities and the customers that share those facilities. As such, each Party reserves the right to investigate issues regarding disruptions to service that may or may not be caused by the other Party's use.

4.3 City Power Demand

The City shall have the right to place any power demand for such electric service upon the facilities of the Company at the Point(s) of Interconnection under this Agreement up to the aggregate amount of the transmission service reservation(s), or the aggregate amount of the wholesale distribution service reservation(s) if in effect and if no greater than the transmission reservation(s), providing electric service to the City. This limitation on the City's total power demand for electric service hereunder is not intended to foreclose the City from increasing its total power demand beyond such then-existing limit, after obtaining necessary adjustments to its transmission service, and wholesale distribution service (if in effect), reservation(s) with the applicable service provider(s), provided that the Parties execute a supplement hereto covering the agreed charges and other terms and conditions therefore, including up-front payment, or amortization during the remaining Term of the Agreement as supplemented, of the fully allocated cost to the Company of any required additional facilities or accelerated installation of facilities.

Section 5. Continuity of Deliveries

Electric power and energy delivered through the Point(s) of Interconnection hereunder shall be delivered continuously as required by the other Party except for interruptions or curtailments occasioned or caused by any force not reasonably within the control of the

Company or City including, but not limited to, breakdown or failure of facilities, equipment delivery delays, load shedding for the protection or restoration of system operations, curtailments implemented by the transmission provider pursuant to the transmission providers tariff, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil destruction, invasion, insurrection, labor disturbance, sabotage, restraining order by court, public or military authorities, or events resulting from an unknown cause or an unexpected event from a known cause (“Force Majeure Event”). Neither Party shall be held responsible or liable for any loss or damage caused by or arising out of any such interruption or curtailment, except in the event of negligence or willful misconduct. The Parties shall exercise due diligence to restore service through the Point(s) of Interconnection hereunder with reasonable dispatch and in coordination with the transmission provider; provided, however, that any labor disturbance with respect to the Company’s work force shall be settled at the discretion of the Company.

Section 6. Metering

6.1 Ownership

Metering equipment for determining the amounts of power demand and energy through each Point of Interconnection shall be installed, owned, regularly tested, and maintained by the Company at the City’s cost. If required by the Company, the City shall provide adequate space for the Company’s metering equipment.

The City may, at its own expense, install and maintain additional metering equipment for the purpose of comparison with the Company’s meter readings. If the Company’s meters fail to register properly the amounts of power and energy, the amounts shall be measured by the City’s comparison meters, if installed, and if the City has not installed comparison meters or if its comparison meters have failed to register properly during such period of time, the amounts of power and energy delivered shall be estimated using the best available data during substantially similar conditions.

6.2 Location and Configuration

The Company’s metering equipment shall be installed at the location on the Company’s transmission system that feeds each Point of Interconnection to the City. The metering equipment shall be located as described in Appendix 1 or outlined within FERC-approved tariff schedules.

6.3 Telemetry of Meter Data

At the City's request, the Company shall act as the City's agent to provide real-time metered data to the Balancing Authority (as such term is defined pursuant to the NERC Reliability Standards as may be amended from time to time). City may elect to contract with another party for such service, at the City's expense. Whether the telemetering service is provided by the Company or another party, the City shall be responsible for the equipment cost and ongoing communications expenses associated with such telemetering.

Section 7. Rights of Installation, Access and Removal

7.1 Equipment Installation

Each Party shall grant to the other Party the right to install, maintain, and operate on the premises of the other during the term of this Agreement all equipment, apparatus and devices which may be reasonably necessary for use in the performance of this Agreement. Any such installation, maintenance and operation to be performed, except in an emergency, shall be performed after reasonable notice of the schedule of activity is submitted to the Party, at reasonable times and in compliance with Good Utility Practice and the Party's reasonable rules and regulations. Any equipment, apparatus, and devices installed pursuant to this Section 7.1 shall be clearly marked by the Party with appropriate ownership identification.

7.2 Access to Premises

Each Party shall give all necessary permission to the other to enable its representatives to carry out this Agreement and shall give the other the right by duly authorized representatives and employees, when accompanied by its own authorized representative, to enter the premises of the Party owning same at all reasonable times for the purpose of reading or checking meters, or inspecting, testing, repairing, renewing, or exchanging all of its equipment, apparatus, and devices which may be located on the property of the other, or for the purpose of performing any other work incident to the performance of this Agreement.

7.3 Ownership and Removal of Equipment

Any equipment, apparatus, and devices necessary to fulfill either City's obligations, or Company's obligations hereunder placed or erected by either Party on or in the premises of the other Party shall be and remain property of the Party owning and installing such equipment, apparatus, and devices regardless of the mode and manner of its annexation or attachment to

real property of the other; and upon the termination of service provided for hereunder and for a period of six (6) months thereafter, City and Company shall have the right, upon reasonable notice, to enter upon the premises of the other during normal working hours to remove such equipment, apparatus, or devices owned by it or in its lawful possession or control. If such facilities are not removed within such six (6) month period, the owner shall forfeit all right to recover same and to be compensated for same.

7.4 Interconnected Electric System

It is recognized by the Parties that the Company operates as part of an extensive interconnected electric system; that the frequency of the Company System cannot be independently controlled and that the Company cannot control the rate of delivery of energy from the Company System to the City System. It is further recognized that in the event the City should establish an interconnection of the City System with another system, thus creating an indirect interconnection of the City System with the Company System through other interconnected systems, the flow of power and energy between the systems of the Parties hereto may, in part, be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated and that power and energy delivered may not flow through the Point(s) of Interconnection hereunder and thus may not be registered on the metering equipment provided by the Company. In such event, the Parties shall from time to time determine methods and take reasonably appropriate action to establish accounting and operating procedures to be followed in determining the amounts of power and energy delivered and received hereunder. Each Party shall at all times cooperate in the establishment of reasonable arrangements necessary to relieve any hardship in the system of the other Party, or on other interconnected systems, caused by energy flows of power and energy delivered hereunder and to provide an accounting basis for determining power and energy flows between the systems of the Parties.

Section 8. Transmission and Wholesale Distribution

The City shall pay the Company, or other transmission provider as applicable, any applicable charges for transmission and wholesale distribution of power and energy to each Point of Interconnection hereunder.

Section 9. Breach and Default

9.1 General

No Breach or Default shall exist where a Party's failure to discharge an obligation is the result of a Force Majeure Event as defined in Section 5 of this Agreement, or the result of an act or omission of the other Party that causes any delay or failure on the part of the Party to carry out its obligations under this Agreement. Upon a Breach by a Party, as described in Section 9.2 of this Agreement, the other Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have sixty (60) calendar days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within sixty (60) calendar days, the breaching Party shall commence such cure within such sixty (60) calendar day time period and continuously and diligently complete such cure. In the event the breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach within sixty (60) calendar days after receipt of a notice of Breach, or to continuously and diligently complete such cure, the breaching Party will be in Default.

9.2 Events of Breach

A Breach of this Agreement shall include:

- i. The failure to comply with any material term or condition of this Agreement;
- ii. Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- iii. Failure of either Party to provide information or data to the other Party as required under this Agreement provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

9.3 Right to Terminate

If a Breach is not cured as provided in this Section 9, the non-defaulting Party shall have the right to terminate this Agreement in accordance with Section 1 of this Agreement.

Section 10. No Third Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

Section 11. Successors and Assigns

11.1 Successors and Assigns

This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

11.2 Consent Required

Subject to 11.3 below, neither Party may assign any rights or obligations hereunder without obtaining the consent of the other Party, which consent shall not unreasonably be withheld.

11.3 Assignment in Event of Merger or for Financing

Notwithstanding anything to the contrary herein, either Party, without the consent of the other Party but with reasonable prior written notice, may (i) assign this Agreement and the obligations and duties under this Agreement to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, or (ii) transfer, sell, pledge, encumber or assign this Agreement and the accounts, revenues or proceeds hereof in connection with any financing of or for such Party or other financial arrangements involving such Party (including to any trustee or other agent on behalf of one or more entities providing financing to or for, or involving, such Party). At the written request of the other Party, and as a condition precedent to such assignment, the surviving entity(ies) shall provide a written document agreeing that it has assumed the assigning Party's obligations and duties under, and is bound by, the terms of this Agreement.

Section 12. Reports and Information

Each Party shall, upon request, furnish to the other such reports and information concerning its system operations as the other Party may reasonably request from time to time in order to carry out the provisions of this Agreement.

Section 13. Existing Municipal Participation Agreement

The Municipal Participation Agreement with an original effective date of December 19, 1975 between the Company and the City, together with its amendments and service schedules, shall terminate and be of no further force and effect from and after the Effective Date of this Agreement.

Section 14. Regulatory Approvals and Jurisdiction

This Agreement and all rights and obligations hereunder are conditioned upon the granting to the Company of such necessary approvals and authorizations by all governmental regulatory agencies or bodies whose approval or authorization may be required by law. Nothing contained herein shall be construed as divesting or attempting to divest any commission or other regulatory agency or body or either Party hereto of any of its rights, jurisdiction, power or authority vested in it by federal or state regulatory act or law.

Section 15. Reservation of Rights

Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Section 16. Waivers

16.1 Waiver

Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any obligation, covenant, agreement, or condition herein.

16.2 Failure to Enforce

Failure of a Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder

terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect as to future acts and omissions, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

Section 17. Liability and Indemnification

17.1 Limitations of Liability

Neither Party, nor their directors, members, shareholders, officers, employees, agents, or affiliates, shall be liable for money damages or other compensation to the other Party for actions or omissions from either Party's performance or non-performance of an obligation under this Agreement, except to the extent such act or omission is found to result from its negligence or intentional wrongdoing. In no event shall a Party be liable for any incidental, consequential, punitive, special, exemplary or indirect damages, loss of revenues or profits, arising out of, or connected in any way with its performance or non-performance under this Agreement, except for the indemnification obligations set forth in Section 17.2 of this Agreement.

17.2 Indemnification

Subject to the limitations of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.* and as otherwise permitted under Kansas law, each Party (the "Indemnifying Party") shall at all times indemnify, defend and hold the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's performance of obligations under this Agreement, except in cases of negligence or intentional wrongdoing by the Indemnified Party.

17.3 Survival

The limitation of liability provided for, and the indemnification obligations of each Party under this Article shall continue in full force and effect regardless of whether this

Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

Section 18. Notices and Communications

18.1 Notices in Writing

Except under the conditions stated in “Emergency Notice” in Section 18.3 of this Agreement, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party as designated in Appendix 2 or modified in accordance with Section 18.2 of this Agreement. Any such notice or communication will be deemed to have been given as of the date received or the date of refusal of receipt thereof.

18.2 Change of Address or Designated Representative

Either Party may change its address or designated representative(s) for notices by notice to the other in the manner provided above.

18.3 Emergency Notice

Notwithstanding the Notice provisions contained in Section 18.1 of this Agreement, any notice hereunder concerning an emergency or other occurrence requiring prompt attention, or as necessary during day to day operations, may be made by telephone, Email, or in person, provided that such notice provided by telephone or in person is confirmed in writing promptly thereafter. Notice in an emergency, or as necessary during day to day operations, shall be provided: (i) if by Company, to the operator on duty at the City’s utility office, (ii) if by City, to the shift supervisor at Company’s Dispatching Office, and (iii) if by the RTO, pursuant to the RTO’s established procedures. The Parties’ appropriate contact information is provided initially in Appendix 2 and may be modified under 18.2

Section 19. Miscellaneous Provisions

19.1 Governing Law

When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Kansas without giving effect to the conflict of law principles thereof.

19.2 Relationship of the Parties

Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making either Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by both Parties, neither Party shall have any authority to create or assume in the other Party's name or on its behalf any obligation, express or implied or to act or purport to act as the other Party's agent or legally-empowered representative for any purpose whatsoever. Except as expressly provided for herein, neither Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

19.3 Amendment

Except as otherwise provided, (a) this Agreement may only be modified in writing and signed by the Parties, and (b) no amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing and signed by the Parties and approved by FERC in accordance with Section 1 of this Agreement.

19.4 Severability

If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants, restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of either Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

19.5 Headings and Captions

Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

19.6 Entire Agreement

This Agreement, including all exhibits, schedules, appendices and other attachments hereto and hereby made a part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

19.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized officers and officials have executed this Agreement the day and year first above written in this Agreement.

KANSAS CITY POWER & LIGHT COMPANY

By _____

Printed Name _____

CITY OF OSAWATOMIE, KANSAS

By _____

Printed Name _____

Appendix 1- Service Schedules

SERVICE SCHEDULE A

KANSAS CITY POWER & LIGHT COMPANY
POINTS OF INTERCONNECTION WITH
CITY OF OSAWATOMIE, KANSAS

<u>Name</u>	<u>Description</u>
Osawatomie	<p>Interconnection at the Company's dead-end facilities on the Company's "Interconnection Pole" located in Section 7, Township 18 S, Range 23 E in Miami County, Kansas, hereinafter referred to as the "Osawatomie Interconnection."</p> <p>Interconnection at 34.5 kV.</p> <p>The Company's meter is located in the City's 34.5 kV transformer substation.</p> <p>All power and energy interchanged between the systems of the Parties under this Agreement shall nominally be delivered and received at the 161 kV bus in the Company's Paola Substation (hereinafter referred to as the "Paola Delivery Point") in Miami County, Kansas.</p>

SERVICE SCHEDULE B

**KANSAS CITY POWER & LIGHT COMPANY
POINTS OF INTERCONNECTION WITH
CITY OF OSAWATOMIE, KANSAS**

<u>Name</u>	<u>Description</u>
Osawatomie	<p>Interconnection at the Company's dead-end facilities on the Company's "Interconnection Pole" located in Section 12, Township 12, Range 22 E in Miami County, Kansas, hereinafter referred to as the "Osawatomie Interconnection."</p> <p>Interconnection at 34.5 kV.</p> <p>The Company's meter is located in the City's 34.5 kV transformer substation.</p> <p>All power and energy interchanged between the systems of the Parties under this Agreement shall nominally be delivered and received at the 161 kV bus in the Company's Paola Substation (hereinafter referred to as the "Paola Delivery Point") in Miami County, Kansas.</p>

Appendix 2- Contact Information

Kansas City Power & Light

Lois Liehti
Director, Regulatory Affairs
1200 Main St.
Kansas City, MO 64105
Phone: 816-556-2612
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City of Osawatomie, Kansas

Don Cawby
City Manager
P.O Box 37
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CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: July 13, 2017

AGENDA ITEM: Sports Complex Purchase Option

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On August 13, 2015, the City Council agreed to lease the Cole Sports Complex to USD 367 for a period of ten years. The lease was renewable after ten years, but also included a purchase option after two years of the agreement. Section 16 contains the provision.

***16. Option to Purchase.** After the lease has been in effect for no less than 24 months, the Tenant shall have the option to purchase the property and facilities that are the subject of this lease for the amount of \$10.00, with the Tenant paying for all costs associated with such purchase.*

Since, the document is not dated, we assume the effective date is after August 13 and are checking with the school district for their date of approval.

Superintendent Gary French has indicated that the Board would like to purchase the property, subject to this agreement. The Board would pay all expenses associated with this purchase, which will be minimal.

COUNCIL ACTION NEEDED: None.

STAFF RECOMMENDATION TO COUNCIL: This item is being presented as an informational item, which is likely to become before the Council in the upcoming weeks.

LEASE RECREATION COMPLEX

THIS LEASE ("Lease") is made between the City of Osawatome Kansas, a municipal corporation organized and existing under the laws of State of Kansas, ("Landlord"), whose address for the purpose of this Lease is 439 Main Street, Osawatome, Kansas and Osawatome Unified School District 367 ("Tenant"), whose address for the purpose of this Lease is 1200 Trojan Drive, Osawatome, Kansas

Grant and Term.

1.1 **Leased Premises and Use of Additional Areas.** In consideration of the Rent to be paid and agreements by Tenant to be performed, Landlord leases to Tenant and Tenant leases from Landlord the real property described on Exhibit "A" attached hereto and more commonly referred to as Karl E. Cole Sports Complex (the "Leased Premises").

1.2 **Term.** The term of this Lease shall be for a period of ten (10) years, commencing on the date hereof, unless terminated earlier pursuant to the provisions herein.

1.3 **Option to Renew or Purchase.** Provided that Tenant is not in default hereunder (either at the time of exercise or at the commencement of the renewal term), this Lease shall be deemed automatically renewed for another ten years unless Tenant gives Landlord written notice, at least six months prior to the expiration of the term that Tenant does not intend to extend the lease. All of the terms and conditions of this Lease shall remain in full force and effect during each renewal term.

2. PURPOSE OF LEASE AND USE OF LAND. The purpose of this Lease and use of land is for the purpose of enabling Tenant to use the property for public educational and recreational activities and such other activities as shall be approved by the Tenant and the Osawatome Recreation Commission.

3. Rent.

During the initial Lease term, Tenant shall pay to Landlord, as Fixed Rent a one-time amount of \$10.00.

4. Insurance and Taxes.

4.1 **Insurance.** During the term of this Lease, Tenant shall select such reasonable policies of fire and extended coverage insurance on the Leased Premises as they deem reasonably necessary, and Tenant agrees to pay 100% of the premiums for such insurance. During the term of this lease the Landlord shall be named as an additional insured on all policies covering the property and liability insurance necessary to protect Landlord and Tenant from such claims as may arise in connection with Tenant's operation of the facilities.

4.2 **Taxes.** Tenant shall pay 100% of all Real Estate Taxes, if any, which may be assessed, charged and/or levied against the Leased Premises, including all improvements thereon.

5. Fixtures and Alterations.

5.1 **Installation by Tenant.** Tenant may make or cause to be made such alterations, additions or improvements, or install or cause to be installed any exterior signs, exterior lighting, plumbing, plumbing fixtures or awnings, or make such changes to the on-site improvements as may be necessary for the Tenant's use of the premises as a recreational facility. All construction and improvements shall comply with the applicable codes and ordinances.

5.2 **Removal and Restoration by Tenant.** All alterations and improvements made by Tenant during the term hereof shall remain the property of Tenant for the term of this Lease. Such alterations and improvements may be removed from the Leased Premises prior to the end of the term hereof without the consent of Landlord, so long as the removal of such alterations and improvement does not substantially damage the Leased Premises. In the event of such removal, Tenant shall repair any damage caused thereby. Upon the expiration or termination of the term of this Lease or any renewal thereof, and upon Tenant's vacating the Leased Premises, any remaining alterations and improvements shall become the property of Landlord.

5.3 **Tenant shall Discharge All Liens.** Tenant shall promptly pay all contractors and materialmen for materials used and labor performed with respect to the Leased Premises so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be filed, Tenant shall bond against or discharge the same within twenty (20) days after written request by Landlord.

6. Maintenance, Repairs and Replacement of Leased Premises.

6.1 **Tenant's Responsibilities.** Tenant shall at all times be responsible and shall pay for all repairs and maintenance necessary to maintain the Leased Premises in good condition and repair.

6.2 **Utility Charges.** Tenant shall be solely responsible for and promptly pay all utility charges for, water, gas, electricity or any other utility used or consumed at the Leased Premises.

6.3 **Surrender of Leased Premises.** At the expiration or termination of the tenancy hereby created, Tenant shall surrender the Leased Premises in good order and condition, repair and replacement, reasonable wear and tear and damage by casualty excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease and Tenant's surrender of the Leased Premises.

7. Insurance and Waiver of Subrogation.

7.1 Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of comprehensive Commercial General Liability Insurance with respect to the Leased Premises and the activities conducted by Tenant and any subtenants of Tenant on the Leased Premises, with a liability limit of not less than \$1,000,000 combined single limit coverage. The policy shall name Landlord as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days' prior written notice. The insurance herein required shall be placed with a reputable, first class, national insurance company qualified to do business in Kansas, and Tenant shall keep Landlord provided at all times with a copy of the policy or certificate of insurance then in effect prior to the expiration of the previous such policy and the first such policy prior to its taking possession or otherwise making use of the Leased Premises.

7.2 Waiver of Subrogation. Each of the parties hereto does hereby release the other party from all liability for damage due to any act or neglect of the other party (except as hereafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss from which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the grossly negligent and willful acts of either of the parties. The party's further covenant that any insurance obtained on their respective properties shall contain an appropriate provision whereby the insurance company or companies consent to the mutual release of liability contained in this paragraph.

8. Assignment and Subletting.

8.1 Assignment. Tenant may, with the prior written consent of Landlord which will not be unreasonably withheld, assign this Lease or any interest herein, to the Osawatomie Recreation Commission.

8.2 No Release of Tenant. No subletting or assignment shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

9. Damage or Destruction. If the Leased Premises are damaged or destroyed, in whole or in part, by fire or other casualty which renders the same partially untenable at any time, such fire or casualty shall not work a termination of this Lease nor authorize Tenant or those claiming by, through or under it to quit and surrender possession thereof, and Tenant shall cause the same to be repaired in and restored.

9. Default of Tenant.

11.1 Right to Re-Enter. In the event of any failure of Tenant to perform any term, conditions or covenants of this Lease to be observed or performed by Tenant, then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises.

11.2 Right to Relet. Should Landlord elect to re-enter the Leased Premises, or should they take possession pursuant to legal proceedings or pursuant to any notice provided for by law, they may either terminate this Lease or they may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said Leased Premises or any part thereof for such term or terms and conditions as Landlord, in its sole discretion, may deem advisable.

11.3 Remedies Cumulative. Landlord's remedies as specified herein are cumulative and in addition to any rights or remedies available to them in equity or law.

11.4 Except as otherwise provided herein, Tenant hereby waives all notice of any election by Landlord hereunder, demand for Rent, notice to quit, demand for possession and any and all notices and demands which may or shall be required by any statute of the state of Kansas relating to forcible entry and detainer, or to Landlord and Tenant, and in addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by Tenant.

12. Access by Landlord. Landlord or Landlord's representatives shall have the right to enter the Leased Premises at all reasonable times.

13. Tenant's Property, Transfer, Notification of Landlord.

13.1 Taxes on Leasehold. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against Tenant's leasehold interest, leasehold improvements and personal property of any kind owned by or placed in, upon or about the Leased Premises by Tenant.

13.2 Loss and Damage. Landlord shall not be liable for any loss or damage to Tenant's improvements to the Leased Premises, its trade fixtures or personal property, or the property of others located on the Leased Premises, other than due to the negligence of Landlord, their employees or agents.

13.3 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents on the Leased Premises and will notify Landlord of any defects discovered on the Leased Premises by Tenant.

14. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in this Lease.

15. Quiet Enjoyment. Upon payment by Tenant of the Rent and all other sums due hereunder, and upon the observance and performance of all the covenants, term and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the terms and conditions of this Lease.

16. Option to Purchase. After the lease has been in effect for no less than 24 months, the Tenant shall have the option to purchase the property and facilities that are the subject of this lease for the amount of \$10.00, with the Tenant paying for all costs associated with such purchase.

17. Governmental Regulations. Tenant shall, at Tenant's sole cost and expense, comply with all requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force pertaining to its operations at the Leased Premises.

18. Miscellaneous.

18.1 Waiver. Any forbearance by Landlord in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

18.2 Headings. The headings to the various Sections herein are for convenience only and do not define or limit the terms hereof and do not constitute a part of this Agreement.

18.3 Choice of Law. This Agreement was made and entered into in the State of Kansas and shall be governed by the laws of the State of Kansas as they may exist from time to time.

18.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. There are no verbal understandings, agreements, representations or warranties which are not expressly set

forth herein. By execution hereof, each party certifies that he has read this Agreement and understands the various duties and obligations assumed hereunder.

18.5 All Amendments in Writing. This Agreement may not be amended except in writing signed by the duly authorized representatives of the parties hereto.

18.6 Notices. Any notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

LANDLORD

City of Osawatomie, Kansas
City Manager
439 Main Street
Osawatomie, Kansas

TENANT

Osawatomie Unified School District 367
Superintendent
1200 Trojan Drive
Osawatomie, Kansas

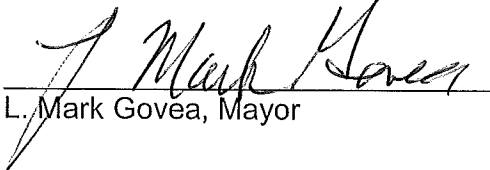
18.7 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

18.8 Construction of Lease. The parties acknowledge that each party and its counsel have had the opportunity to review and negotiate the terms and conditions of this Lease, and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

18.10 Binding Effect. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, representatives, successors and assigns.

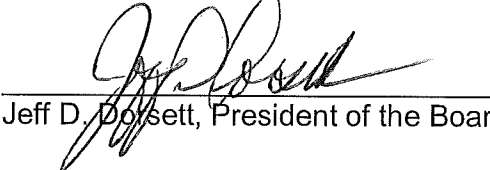
IN WITNESS WHEREOF, this Lease is executed as of the date first above written.

Landlord
City of Osawatomie, Kansas



L. Mark Govea, Mayor

Tenant
Osawatomie Unified School District 367



Jeff D. Dorsett, President of the Board

Osawatomie Police Department

June 2017

14	Warrant Arrests
35	Other Arrest and /or Charges filed
128	Traffic Stops
137	Suspicious Activ., Inv. Persons , Ped Checks, Prowlers
13	Traffic Accident Calls
51	Assist EMS
45	Fights , Disturbance , Assaults, Domestic, Harras, Violation of Protection Orders, Trespass
3	Sex crimes
40	Damage to Prop., Thefts , Burglarys,
1	Drug Case or Calls
60	Animal calls
9	Child in Need of Care , Runaways, Missing Children
22	Vehicle Lock outs
85	Escorts, Civil Stand-bys, 911 Misdiags, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks
97	Citizen Inquires
93	Calls for service otherwise not classified
100	Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow-ups , Found Property, Warrant Attempts, etc..
898	Calls handled by Officers
1223	* Totals occurrences for the month
7	Traffic Citations
88	Other Citations
95	Total Citations

* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire calls, and other public assistance.