

OSAWATOMIE CITY COUNCIL
AGENDA
August 13, 2015
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. Approve August 13 Agenda
 - B. Approve Minutes for July 6 and 16 Special Meetings, July 23 Meeting
 - C. Appropriations Ordinance 2015-07
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentations - none
8. Public Hearings – none
9. Unfinished Business
 - A. Lease of Sports Complex to USD 367
 - B. Conveyance of Pool Property to USD 367
10. New Business
 - A. Selection of Contractor for Main Street Water Line Project
 - B. Draft Ordinance – Special Purpose Vehicles
 - C. Draft Ordinance – Knox Boxes
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

REGULAR MEETING – August 27, 2015
REGULAR MEETING – September 10, 2015

Osawatomie, Kansas **July 6, 2015. Special Meeting.** The Council meeting was held in Osawatomie Memorial Hall. Mayor Govea called the meeting to order at 7:00 pm. Council members present were Wright, Walmann, LaDuex, Hunter, Dickenson, Hampson and Maichel. Council members absent were Farley. In attendance was Scott Schreve, Energy Management Group (EMG). Councilman Farley arrived at 7:05 pm.

AGENDA ITEMS. The purpose of the special meeting was to discuss a Deposit for Electric Generation and an Executive Session to discuss the Acquisition of Real Property.

Deposit for Electric Generation. The primary reason for the special meeting was to authorize City Manager Cawby to make a deposit of \$50,000 on 14 megawatts of power generation for sale in Austin, Minnesota. The generation consisted of seven, two-megawatt Caterpillar generators. City Manager Cawby and Scott Shreve, the City's power consultant, presented a fact sheet on the proposed project. This included information on the generators, modifications that will be needed and estimated costs. City Manager Cawby indicated that a trip was being scheduled for July 10 to Austin, Minnesota to examine and test the generators before putting down any other funds beyond the deposit. Should the City make the deposit, then the City will have to move quickly to get the financing to cover the rest of the \$2.2 million generator purchase by the end of the year.

Motion by Walmann, seconded by Maichel, to authorize the City Manager to make a refundable deposit of \$50,000 on the generators. Yeas: All.

Executive Session. The City Manager requested an Executive Session to discuss the possible acquisition of real property. **Motion** by Hunter, seconded by Maichel, for the Council to recess into Executive Session for a period of 10 minutes, ending at 8:05 pm for the purposes of discussing the Acquisition of Real Property related to the proposed electric generation project. Yeas: All .

Recessed into Executive Session at 7:55 pm. Returned from Executive Session at 8:05 pm with no action taken.

Motion by Hunter, seconded by LaDuex, to adjourn the special meeting. Yeas: All. The meeting was adjourned by Mayor Govea at 8:06 pm.

(Janine Sullivan Acting Council Secretary)

Osawatomie, Kansas. **July 16, 2015. Special Meeting.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 pm. Council Members present were Wright, Farley, Walmann, LaDuex, Hunter, Dickinson, Hampson, and Maichel. Also present were City Manager Cawby, and City Attorney Wetzler. Visitors were Pastor John Wastlund, Chamber of Commerce Director Diana Neal, and former Chamber of Commerce Director Shelagh Wright.

INVOCATION. Pastor John Wastlund, Wesley Church, delivered the invocation.

AGENDA ITEMS. The purpose of the meeting in the notice for a Special Meeting was the Presentation of Annual Chamber of Commerce Report and a 2015-2016 Budget Work Session.

Presentation of the Annual Chamber of Commerce Report. The report was presented by Diana Neal, the new Executive Director of the Osawatomie Chamber of Commerce. Diana reported to the Council that the Chamber has 90 members, including 8 new members over the past year. Diana provided a list of the Chamber's events from July 2014 to July 2015. Diana updated the Council on the Chamber's activities over the past year. She recognized former director Shelagh Wright for all of her hard work over the past few years.

2015-2016 Budget Work Session. City Manager Cawby presented a draft version of the revised budget for the 2015. Tables and summaries were reviewed as well as new issues to be included in the 2015 budget. No action taken.

Motion by Hunter, second by Wright, to adjourn the meeting. Yeas: All. The Mayor declared the meeting adjourned at 8:10 p.m.

(Acting Secretary Janine Sullivan)

Osawatomie, Kansas. **July 23, 2015.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 pm. Council Members present were Wright, Farley, Walmann, LaDuex, Hunter, Dickenson, Hampson, Maichel. Also present City Manager Cawby, City Attorney Wetzler, Acting Council Secretary Sullivan.

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

CONSENT AGENDA. Farley requested the Appropriations Ordinance be removed from the Consent Agenda for further discussion. Hunter requested the removal of the June 25th minutes from the Consent Agenda for further discussion. Both were removed with objection. **Motion** by LaDuex, seconded by Maichel to approve the remainder of the Consent Agenda. Yeas: All.

Further Discussion of Consent Agenda Items. **Motion** by LaDuex, seconded by Hunter, to approve June 25th Minutes with a correction on the motion to approve the revised golf course contract. (The original minutes showed LaDuex making both the motion and second. Minutes to be corrected to reflect that Hunter made the second on the motion). Yeas: All. Farley had a question about payments for assigned counsel in reference to the prior budget discussions. **Motion** by Farley, seconded by Hunter, to approve the Appropriations Ordinance 2015-06 as presented. Yeas: All.

PRESENTATIONS. Rev. Marti McDougal noted that the Methodist Church was given a trust from the Zellners. The Zellners left the City of Osawatomie in the 40's but still consider Osawatomie there home town. Rev. McDougal also advised the breakfast at the church did not have many kids show up this year and will work on increasing attendance for next year. Believes there is still a need.

COMMENTS FROM THE PUBLIC. None.

PUBLIC HEARINGS. None

UNFINISHED BUSINESS:

2016 Budget Workshop. City Manager Cawby reviewed a draft of the 2016 budget as he had prepared to date. The Council reviewed the memorandum prepared by the City Manager which outlined significant 2016 budget issues. Items discussed were the General Fund, utility funds, capital improvement projects, personnel and the mill levy.

NEW BUSINESS: None.

COUNCIL REPORTS:

Walmann: The Ice Cream Social at the Community Gardens was a nice idea. More people attended than he expected.

Dickinson: Public Safety Meeting was scheduled to be held at the same time as the Ice Cream Social so he was not able to attend. Not enough members were present for a quorum.

Maichel: Requested to be provided with more information on the breakdown of Visa bills in the appropriation ordinance.

MAYOR'S REPORT: Reminded members that the League of Kansas Municipalities Conference is in October. He urged members to attend as they have really good classes.

CITY MANGER'S REPORT: Moving forward on the microwave dish installation on the water tower. Permits being issued. Received an inquiry from Company wanting to take over our cellular lease program with the water tower. They would provide the City with a percent of new projects on the tower and pay the city a one-time amount for buying out the lease. City Attorney and City Manager will investigate. The City was awarded the CDBG grant for the Sports Complex and Main Street sidewalks. Bids were sent out notices for bids for the Main Street water project. Bids are due on Aug 11th, 2015. Staff received the City's first draft of the recodification. City is finishing up the revised contract with the Miami County Rural Fire District Board.

ADJOURNMENT: Mayor Govea called for adjournment. **Motion** by Maichel, seconded by Hampson, to adjourn. Yeas: All. The mayor declared the meeting adjourned at 8:20 pm.

(Acting Council Secretary Janine Sullivan)



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 13, 2015

AGENDA ITEM: Recreation Agreements with USD 367

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On June 25, the City Council approved an interlocal agreement to forward to USD 367 for approval. That agreement was not signed by the school board, but instead they indicated they would rather just be provided with a lease agreement for the sports complex and that any other cooperation be done absent a long-term agreement.

The main reason for the agreement was the sharing of responsibilities at the Sports Complex and the transfer of funds between the two entities. Instead, a straight lease arrangement would eliminate the need for the agreement since the school would have full operational control of the complex. Instead of a written agreement which transfers funds between the entities, USD 367 would rather see an informal agreement where the City would (1) retain recreation related funds for 2015, (2) provide assistance to the school, where possible, by providing labor and expertise in the movement of utilities, (3) allow school input in the rehab of the sports complex with CDBG funds, and (4) creating a school rate for electric that would help free up operational funds for the school to assist with pool payments and operations.

Based on this arrangement, the City with input from the school district has drafted the following lease arrangement for the complex and the school board is expected to agree to its terms. Also, the City has surveyed the property around the pool and has determined the land that will be provided to the school with the pool property.

COUNCIL ACTION NEEDED: (1) Review and vote on the proposed lease and review and (2) review and vote on the proposed conveyance of property.

STAFF RECOMMENDATION TO COUNCIL: Approve the lease and conveyance as presented.

LEASE RECREATION COMPLEX

THIS LEASE ("Lease") is made between the City of Osawatomie 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, Osawatomie, Kansas and Osawatomie Unified School District 367 ("Tenant"), whose address for the purpose of this Lease is 1200 Trojan Drive, Osawatomie, 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 Osawatomie 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



State of Kansas)
 County of Miami)
 Filed for record this _____ day of _____, 20____,
 at _____ o'clock _____ M., at Book _____, Page _____, at the Register
 of Deeds Office at Paola, Miami County, Kansas.

Slide Number _____
 Katie Forck, Registrar
 Register of Deeds
 Miami County, Kansas

I hereby certify, as the County Treasurer of Miami County, Kansas,
 that there are no unpaid taxes, special assessments, or tax liens
 outstanding against this property as of this _____ day of
 _____, 2015.

Gayla Shields, Treasurer

This survey has been reviewed pursuant to applicable County Resolutions,
 State Statutes and the Kansas Minimum Standards for Boundary Surveys
 regarding plats and certificates of survey and is approved for filing.
 No other warranties are extended or implied.

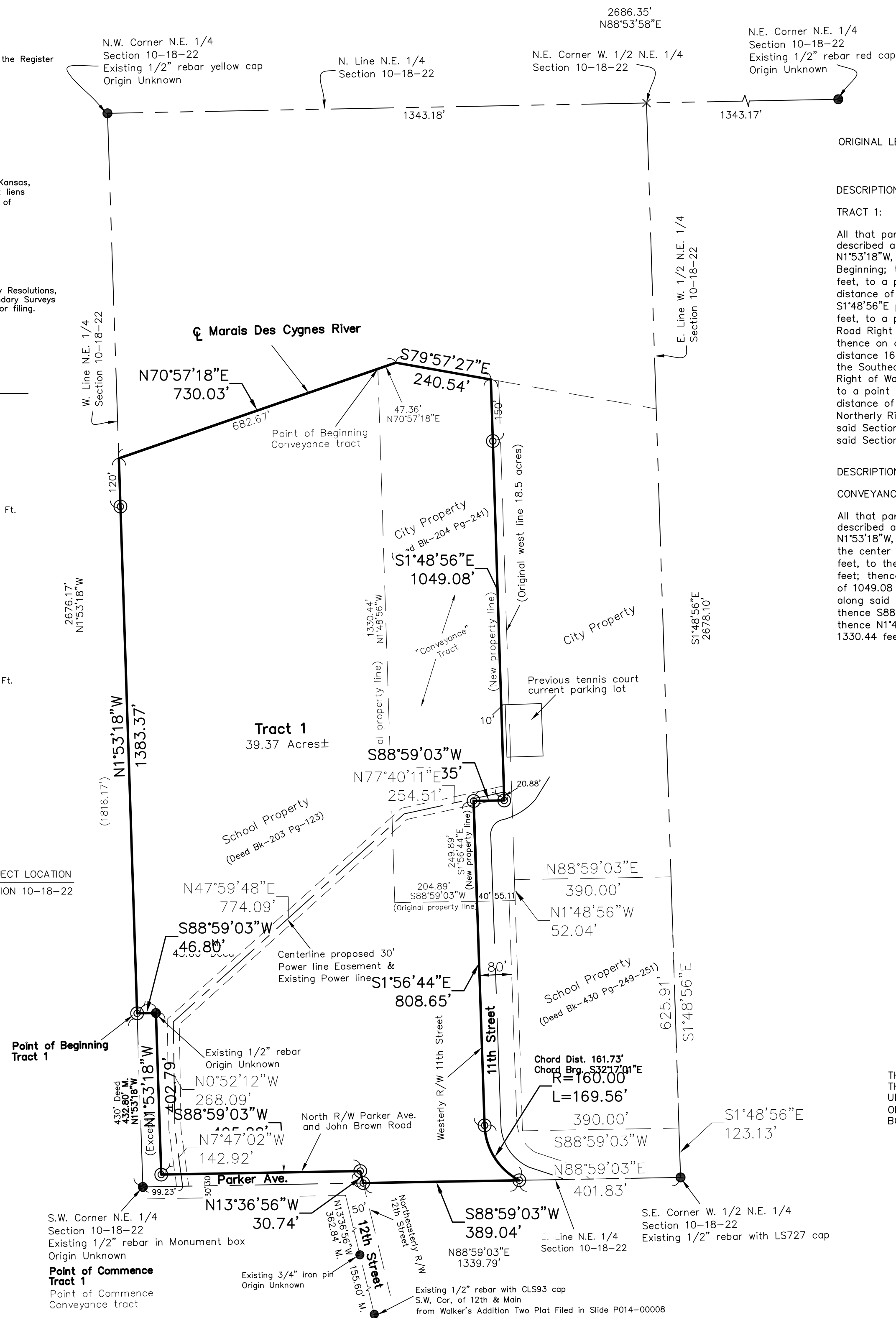
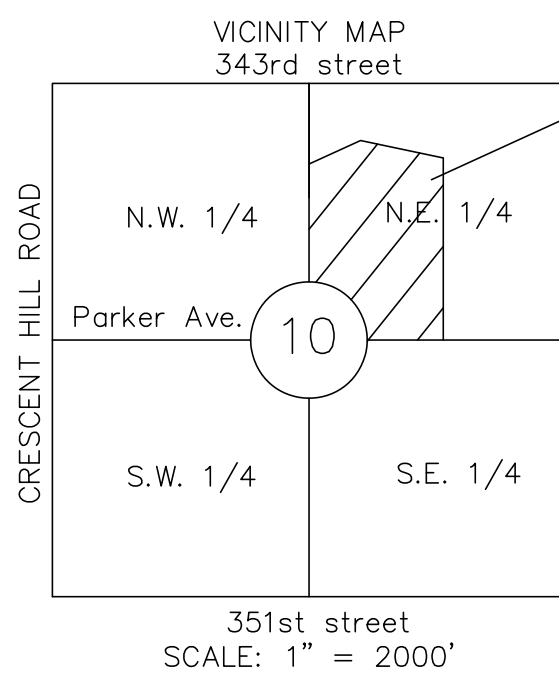
Approved by: _____ Date: _____
 Richard A. Weiss
 Kansas L.S. #1216

ERROR OF CLOSURE TRACT 1

Perimeter: 5822.83' Area: 1715076.57 Sq. Ft.
 Error Closure: 0.008' Closure: N88°26'53"E
 Error North: 0.000' East: 0.008'
 Precision: 1:731975

ERROR OF CLOSURE CONVEYANCE

Perimeter: 3198.56' Area: 352726.28 Sq. Ft.
 Error Closure: 0.006' Closure: N43°08'42"E
 Error North: 0.004' East: 0.004'
 Precision: 1:558935



BOUNDARY LINE ADJUSTMENT

ORIGINAL LEGAL DESCRIPTIONS: Filed in Bk-203 Pg-123 and Bk-204 Pg-241.

DESCRIPTION:

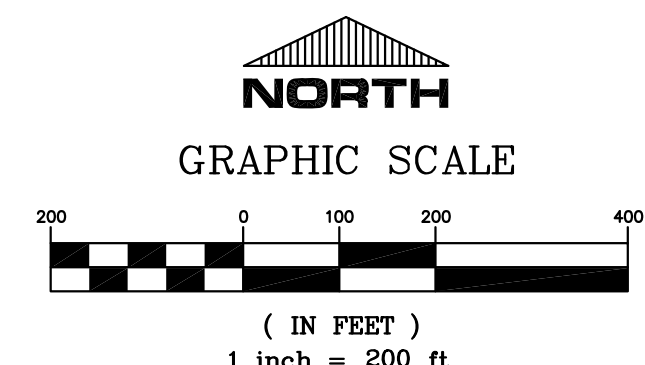
TRACT 1:

All that part of the West Half of the Northeast Quarter of Section 10, Township 18, Range 22, Miami County, Kansas, described as follows; Commencing at the Southwest corner of the Northeast Quarter of said Section 10; thence N1°53'18"W, along the West line of the Northeast Quarter of said Section 10, a distance of 432.80 feet, to the Point of Beginning; thence N1°53'18"W, along the West line of the Northeast Quarter of said Section 10, a distance of 1383.37 feet, to a point on the center of the Marais Des Cygnes River; thence N70°57'18"E, along the center of said River, a distance of 730.03 feet; thence S79°57'27"E, a distance of 240.54 feet; thence leaving the center of said River, S1°48'56"E parallel to the East line of the West Half of the Northeast Quarter of said Section 10, a distance of 1049.08 feet, to a point on the North and West Road Right of Way 11th Street as established; thence S88°59'03"W, along said Road Right of Way, a distance of 76.35 feet; thence S1°56'44"E, along said Right of Way, a distance of 808.65 feet; thence on a curve to the left with a radius of 160.00 feet and a length of 169.56 feet (chord bearing S32°17'01"E, chord distance 161.73 feet), to a point on the South line of the Northeast Quarter of said Section 10, and 401.83 feet West of the Southeast corner of the West Half of the Northeast Quarter of said Section 10; thence leaving said Westerly Road Right of Way, S88°59'03"W, along the South line of the Northeast Quarter of said Section 10, a distance of 389.04 feet to a point on the Easterly Road Right of Way 12th Street; thence N13°36'56"W, along said Easterly Right of Way, a distance of 30.74 feet, to a point on the Northerly Road Right of Way Parker Avenue; thence S88°59'03"W, along said Northerly Right of Way, a distance of 495.88 feet; thence N1°53'18"W parallel to the West line of the Northeast Quarter of said Section 10, a distance of 402.79 feet; thence S88°59'03"W parallel to the South line of the Northeast Quarter of said Section 10, a distance of 46.80 feet (45.00' deed), to the Point of Beginning. Containing 39.37 Acres more or less.

DESCRIPTION:

CONVEYANCE: From The City of Osawatomie to The Unified School District #367.

All that part of the West Half of the Northeast Quarter of Section 10, Township 18, Range 22, Miami County, Kansas, described as follows; Commencing at the Southwest corner of the Northeast Quarter of said Section 10; thence N1°53'18"W, along the West line of the Northeast Quarter of said Section 10, a distance of 1816.17 feet, to a point on the center of the Marais Des Cygnes River; thence N70°57'18"E, along the center of said River, a distance of 682.67 feet, to the Point of Beginning; thence N70°57'18"E, a distance of 47.36 feet; thence S79°57'27"E, a distance of 240.54 feet; thence S1°48'56"E parallel to the East line of the West Half of the Northeast Quarter of said Section 10, a distance of 1049.08 feet, to a point on the North and West Road Right of Way 11th Street as established; thence S88°59'03"W, along said Right of Way a distance of 76.35 feet; thence S1°56'44"E, along said Right of Way, a distance of 249.89 feet; thence S88°59'03"W parallel to the South line of the Northeast Quarter of said Section 10, a distance of 204.89 feet; thence N1°48'56"W parallel to the East line of the West Half of the Northeast Quarter of said Section 10, a distance of 1330.44 feet, to the Point of Beginning. Containing 8.10 Acres more or less.



LEGEND

- STONE FOUND AS DESCRIBED
- ▲ MONUMENT FOUND AS DESCRIBED
- REBAR FOUND AS DESCRIBED
- ⊙ SET 1/2" X 24" REBAR WITH PLASTIC KS CLS 93 CAP
- MAG-NAIL SET
- × CALCULATED LOCATION (Mea.) MEASURED DISTANCE

PREPARED FOR:
 CITY OF OSAWATOMIE

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
 122 N. WATER STREET
 OLATHE, KANSAS 66061
 PHONE: (913) 764-1076
 FAX: (913) 764-8635

NO EASEMENTS SHOWN
 NO TITLE INFORMATION PROVIDED
 ASSUMED N88°53'58"E ALONG THE NORTH
 LINE OF THE NORTHEAST QUARTER SEC. 10.

THIS IS TO CERTIFY THAT ON THE 12TH DAY OF JULY, 2015,
 THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR
 UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS
 OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR
 BOUNDARY SURVEYS PURSUANT TO K.S.A. 74-7037.

BOUNDARY LINE ADJUSTMENT

**PT. N.E.1/4 SECTION 10-18-22
 MIAMI COUNTY, KANSAS**



**CIVIL ENGINEERS
 LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
 OLATHE, KANSAS 66061
 PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=200' Drawn By: JDL Project: 30912
 Date: 7/14/2015 Checked By: JDL 10-18-22



CARR AVE

1721001002001000

11TH ST

1721001002001010

CONVEYANCE: From The City of Osawatomie to The Unified School District #367.

All that part of the West Half of the Northeast Quarter of Section 10, Township 18, Range 22, Miami County, Kansas, described as follows; Commencing at the Southwest corner of the Northeast Quarter of said Section 10; thence $N1^{\circ}53'18''W$, along the West line of the Northeast Quarter of said Section 10, a distance of 1816.17 feet, to a point on the center of the Marais Des Cygnes River; thence $N70^{\circ}57'18''E$, along the center of said River, a distance of 682.67 feet, to the Point of Beginning; thence $N70^{\circ}57'18''E$, a distance of 47.36 feet; thence $S79^{\circ}57'27''E$, a distance of 240.54 feet; thence $S1^{\circ}48'56''E$ parallel to the East line of the West Half of the Northeast Quarter of said Section 10, a distance of 1049.08 feet, to a point on the North and West Road Right of Way 11th Street as established; thence $S88^{\circ}59'03''W$, along said Right of Way a distance of 76.35 feet; thence $S1^{\circ}56'44''E$, along said Right of Way, a distance of 249.89 feet; thence $S88^{\circ}59'03''W$ parallel to the South line of the Northeast Quarter of said Section 10, a distance of 204.89 feet; thence $N1^{\circ}48'56''W$ parallel to the East line of the West Half of the Northeast Quarter of said Section 10, a distance of 1330.44 feet, to the Point of Beginning. Containing 8.10 Acres more or less.



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 13, 2015

AGENDA ITEM: **Contract Award Recommendation for the Main Street Waterline Improvements Project**

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: The City issued a request for bids to perform water line improvements along Main Street between 1st and 5th Streets and between 7th and 12th Streets. The bid request was issued on July 21, 2015 with a submittal deadline of August 11, 2015. The following depicts the five bids that were submitted. For reference, the Engineer’s Opinion of Probable Construction Cost for the project was presented as \$845,283.50:

Contractor	Bid Submittal
Orr Wyatt Streetscapes	\$784,308.17
Nowak Construction	\$792,898.75
Greeley Excavating	\$793,658.50
Stark Boring	\$866,846.20
Goins Enterprises	\$1,259,667.40

Orr Wyatt was the low bidder. However, considering the firm’s past performance on City projects, especially problems finishing out the Brown-Pacific Project in 2011, staff does not recommend Orr Wyatt Streetscapes for award of the contract. A reference check on the next apparent low bidder, Nowak Construction, indicated this contractor is qualified and capable to successfully complete the project.

COUNCIL ACTION NEEDED: Review, discuss and determine which contractor shall be awarded the project contract.

STAFF RECOMMENDATION TO COUNCIL: Approve the award of the project contract to Nowak Construction as the lowest responsible bidder for the amount of \$792,898.75.



August 12, 2015

Mayor and City Council
City of Osawatomie
439 Main Street
Osawatomie, KS 66064

Re: 2014 Main Street Waterline Improvements
BG Project No. 14-1101L

Dear Mayor and Council Members,

The bid letting for the above referenced project was held on August 11, 2015. Five (5) valid bids were received, opened and read aloud to the public. The Bids ranged between \$784,308.17 and \$1,259,667.40. The engineer's estimate was \$845,283.50. Detailed bid tabulations are attached.

We recommend awarding the construction contract to **Orr Wyatt Streetscapes** in the amount of **\$784,308.17** and authorizing construction.

At the request of City staff, we reviewed the two lowest Bids received. Based upon review of the bids and our prior experience with Orr Wyatt Streetscapes (Low Bidder) and Nowak Construction (2nd Low Bidder), we believe that both contractors have the experience and qualifications to properly construct this project. We have also verified that both contractors are available to start construction in September.

I will be available at the August 13, 2015 City Council meeting to answer any questions.

Sincerely,

Brian P. Kingsley, P.E.
Vice President

Enclosure: Bid Tabulations
Notice of Award

BID TABULATIONS

Waterline Improvements: Main Street from
12th to 7th & Main Street from 5th to 1st
Osawatomie, KS
Bid Letting August 11, 2015
14-1101L

Item #	Description	Quantity	Unit	Engineer's Estimate		Orr Wyatt		Nowak Construction		Greeley Excavating		Stark Boring		Goins Enterprises	
				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Base Bid															
1.	Mobilization	1	L.S.	\$ 70,000.00	\$ 70,000.00	\$ 42,000.00	\$ 42,000.00	\$ 23,800.00	\$ 23,800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 48,000.00	\$ 48,000.00
2.	Clearing and Grubbing	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 3,234.00	\$ 3,234.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 3,600.00	\$ 3,600.00
3.	Contractor Construction Staking	1	L.S.	\$ 7,000.00	\$ 7,000.00	\$ 4,311.00	\$ 4,311.00	\$ 2,800.00	\$ 2,800.00	\$ 3,500.00	\$ 3,500.00	\$ 5,385.00	\$ 5,385.00	\$ 5,040.00	\$ 5,040.00
4.	Traffic Control	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 3,234.00	\$ 3,234.00	\$ 10,100.00	\$ 10,100.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,200.00	\$ 7,200.00
5.	Seeding	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,545.00	\$ 7,545.00	\$ 12,100.00	\$ 12,100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00
6.	Erosion Control	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 4,312.00	\$ 4,312.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,800.00	\$ 4,800.00
7.	10" PVC Waterline (C900)(HDD)	1,969	L.F.	\$ 80.00	\$ 157,520.00	\$ 70.10	\$ 138,026.90	\$ 89.00	\$ 175,241.00	\$ 100.00	\$ 196,900.00	\$ 138.15	\$ 272,017.35	\$ 212.00	\$ 417,428.00
8.	8" PVC Waterline (C900)(HDD)	3,458	L.F.	\$ 65.00	\$ 224,770.00	\$ 56.05	\$ 193,820.90	\$ 76.00	\$ 262,808.00	\$ 87.50	\$ 302,575.00	\$ 70.70	\$ 244,480.60	\$ 104.00	\$ 359,632.00
9.	6" DIP Waterline (In Place)	23	L.F.	\$ 50.00	\$ 1,150.00	\$ 107.80	\$ 2,479.40	\$ 95.00	\$ 2,185.00	\$ 50.00	\$ 1,150.00	\$ 80.25	\$ 1,845.75	\$ 360.00	\$ 8,280.00
10.	10" M.J. Gate Valve	6	EA.	\$ 1,500.00	\$ 9,000.00	\$ 2,717.00	\$ 16,302.00	\$ 2,450.00	\$ 14,700.00	\$ 1,400.00	\$ 8,400.00	\$ 1,601.00	\$ 9,606.00	\$ 1,920.00	\$ 11,520.00
11.	8" M.J. Gate Valve	11	EA.	\$ 1,250.00	\$ 13,750.00	\$ 2,263.00	\$ 24,893.00	\$ 1,600.00	\$ 17,600.00	\$ 1,000.00	\$ 11,000.00	\$ 1,087.00	\$ 11,957.00	\$ 1,200.00	\$ 13,200.00
12.	10" Tapping Valve	3	EA.	\$ 3,500.00	\$ 10,500.00	\$ 5,066.00	\$ 15,198.00	\$ 4,000.00	\$ 12,000.00	\$ 3,200.00	\$ 9,600.00	\$ 4,271.00	\$ 12,813.00	\$ 3,360.00	\$ 10,080.00
13.	8" Tapping Valve	4	EA.	\$ 2,500.00	\$ 10,000.00	\$ 3,665.00	\$ 14,660.00	\$ 2,700.00	\$ 10,800.00	\$ 2,300.00	\$ 9,200.00	\$ 3,218.00	\$ 12,872.00	\$ 2,280.00	\$ 9,120.00
14.	4" Tapping Valve	3	EA.	\$ 1,500.00	\$ 4,500.00	\$ 2,802.00	\$ 8,406.00	\$ 1,800.00	\$ 5,400.00	\$ 1,700.00	\$ 5,100.00	\$ 2,597.00	\$ 7,791.00	\$ 1,560.00	\$ 4,680.00
15.	5 1/4" Standard Fire Hydrant Assembly	9	EA.	\$ 4,500.00	\$ 40,500.00	\$ 4,096.00	\$ 36,864.00	\$ 3,400.00	\$ 30,600.00	\$ 3,000.00	\$ 27,000.00	\$ 3,299.00	\$ 29,691.00	\$ 3,960.00	\$ 35,640.00
16.	Remove Existing Fire Hydrant	8	EA.	\$ 1,000.00	\$ 8,000.00	\$ 431.00	\$ 3,448.00	\$ 200.00	\$ 1,600.00	\$ 500.00	\$ 4,000.00	\$ 356.00	\$ 2,848.00	\$ 960.00	\$ 7,680.00
17.	Connect to Existing Yard Hydrant	1	EA.	\$ 750.00	\$ 750.00	\$ 862.00	\$ 862.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 356.00	\$ 356.00	\$ 960.00	\$ 960.00
18.	Connect to Existing Waterline	10	EA.	\$ 2,000.00	\$ 20,000.00	\$ 1,617.00	\$ 16,170.00	\$ 1,200.00	\$ 12,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,025.00	\$ 10,250.00	\$ 720.00	\$ 7,200.00
19.	Disconnect Existing Waterline	9	EA.	\$ 750.00	\$ 6,750.00	\$ 539.00	\$ 4,851.00	\$ 500.00	\$ 4,500.00	\$ 800.00	\$ 7,200.00	\$ 450.00	\$ 4,050.00	\$ 840.00	\$ 7,560.00
20.	3/4" Water Service (Short)	49	EA.	\$ 800.00	\$ 39,200.00	\$ 970.00	\$ 47,530.00	\$ 840.00	\$ 41,160.00	\$ 1,000.00	\$ 49,000.00	\$ 539.65	\$ 26,442.85	\$ 650.00	\$ 31,850.00
21.	3/4" Water Service (Long)	73	EA.	\$ 1,300.00	\$ 94,900.00	\$ 1,617.00	\$ 118,041.00	\$ 1,335.00	\$ 97,455.00	\$ 1,200.00	\$ 87,600.00	\$ 2,114.65	\$ 154,369.45	\$ 2,400.00	\$ 175,200.00
22.	New Water Meter Pit	122	EA.	\$ 250.00	\$ 30,500.00	\$ 129.00	\$ 15,738.00	\$ 61.00	\$ 7,442.00	\$ 55.00	\$ 6,710.00	\$ 56.87	\$ 6,938.14	\$ 156.00	\$ 19,032.00
23.	New Water Meter Setter	122	EA.	\$ 300.00	\$ 36,600.00	\$ 216.00	\$ 26,352.00	\$ 111.00	\$ 13,542.00	\$ 170.00	\$ 20,740.00	\$ 196.00	\$ 23,912.00	\$ 254.00	\$ 30,988.00
24.	New Water Meter Ring/Lid	122	EA.	\$ 100.00	\$ 12,200.00	\$ 86.00	\$ 10,492.00	\$ 30.50	\$ 3,721.00	\$ 30.00	\$ 3,660.00	\$ 30.25	\$ 3,690.50	\$ 130.00	\$ 15,860.00
25.	Tracer Wire	5,427	L.F.	\$ 0.50	\$ 2,713.50	\$ 0.11	\$ 596.97	\$ 0.25	\$ 1,356.75	\$ 0.50	\$ 2,713.50	\$ 0.28	\$ 1,519.56	\$ 0.20	\$ 1,085.40
26.	Remove and Replace Surfacing (Asphalt)	31	S.Y.	\$ 110.00	\$ 3,410.00	\$ 216.00	\$ 6,696.00	\$ 193.00	\$ 5,983.00	\$ 80.00	\$ 2,480.00	\$ 105.00	\$ 3,255.00	\$ 132.00	\$ 4,092.00
27.	Remove and Replace Surfacing (Gravel)	10	S.Y.	\$ 30.00	\$ 300.00	\$ 108.00	\$ 1,080.00	\$ 30.00	\$ 300.00	\$ 8.00	\$ 80.00	\$ 55.00	\$ 550.00	\$ 42.00	\$ 420.00
28.	Remove and Replace Concrete Sidewalk (4")(AE)	14	S.Y.	\$ 50.00	\$ 700.00	\$ 86.00	\$ 1,204.00	\$ 145.00	\$ 2,030.00	\$ 25.00	\$ 350.00	\$ 60.00	\$ 840.00	\$ 100.00	\$ 1,400.00
29.	Remove and Replace Concrete Sidewalk Ramp	35	S.Y.	\$ 150.00	\$ 5,250.00	\$ 129.00	\$ 4,515.00	\$ 231.00	\$ 8,085.00	\$ 300.00	\$ 10,500.00	\$ 90.00	\$ 3,150.00	\$ 240.00	\$ 8,400.00
30.	Remove and Replace Curb & Gutter (AE)	20	L.F.	\$ 50.00	\$ 1,000.00	\$ 53.90	\$ 1,078.00	\$ 85.50	\$ 1,710.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00	\$ 42.00	\$ 840.00
31.	Flowable Fill	48	C.Y.	\$ 90.00	\$ 4,320.00	\$ 216.00	\$ 10,368.00	\$ 110.00	\$ 5,280.00	\$ 100.00	\$ 4,800.00	\$ 92.00	\$ 4,416.00	\$ 110.00	\$ 5,280.00
Base Bid Total =				\$ 845,283.50		\$ 784,308.17		\$ 792,898.75		\$ 793,658.50		\$ 866,846.20		\$ 1,259,667.40	

City of Osawatomie, KS

Waterline Improvements: Main Street from 12th to 7th & Main Street from 5th to 1st

BG Project # 14-1101L

Engineer's Opinion of Probable Cost

March 6, 2015

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
General					
1	Mobilization		Lump Sum	\$ 20,000.00	\$ 20,000.00
2	Clearing and Grubbing		Lump Sum	\$ 6,250.00	\$ 6,250.00
3	Contractor Construction Staking		Lump Sum	\$ 5,000.00	\$ 5,000.00
4	Traffic Control		Lump Sum	\$ 10,000.00	\$ 10,000.00
5	Seeding		Lump Sum	\$ 5,000.00	\$ 5,000.00
6	Erosion Control		Lump Sum	\$ 5,000.00	\$ 5,000.00
			Subtotal		\$ 51,250.00
Distribution Improvements					
7	10" PVC Waterline (HDD)	1969	L.F.	\$ 65.00	\$ 127,985.00
8	8" PVC Waterline (HDD)	3458	L.F.	\$ 55.00	\$ 190,190.00
9	10" M.J. Gate Valve	6	EA.	\$ 1,250.00	\$ 7,500.00
10	8" M.J. Gate Valve	11	EA.	\$ 1,000.00	\$ 11,000.00
11	10" Tapping Valve	3	EA.	\$ 2,000.00	\$ 6,000.00
12	8" Tapping Valve	4	EA.	\$ 1,750.00	\$ 7,000.00
13	4" Tapping Valve	3	EA.	\$ 1,500.00	\$ 4,500.00
14	Fire Hydrant Assembly	9	EA.	\$ 3,500.00	\$ 31,500.00
15	Remove Existing Fire Hydrant	8	EA.	\$ 400.00	\$ 3,200.00
16	Frost-Free Yard Hydrant	1	EA.	\$ 750.00	\$ 750.00
17	Connect to Existing Waterline	10	EA.	\$ 1,300.00	\$ 13,000.00
18	Disconnect Existing Waterline	9	EA.	\$ 750.00	\$ 6,750.00
19	3/4" Water Service (Short)	49	EA.	\$ 200.00	\$ 9,800.00
20	3/4" Water Service (Long)	73	EA.	\$ 450.00	\$ 32,850.00
21	Connect to Service (3/4")	122	EA.	\$ 200.00	\$ 24,400.00
22	New Water Meter Pit (3/4")	122	EA.	\$ 100.00	\$ 12,200.00
23	New Water Meter Setter (3/4")	122	EA.	\$ 175.00	\$ 21,350.00
24	New Water Meter Ring/Lid (3/4")	122	EA.	\$ 75.00	\$ 9,150.00
25	Relocate Existing Meter Pit	27	EA.	\$ 500.00	\$ 13,500.00
26	Tracer Wire	5,427	L.F.	\$ 40.00	\$ 217,080.00
27	Pavement Patching (Street)	175	S.Y.	\$ 65.00	\$ 11,375.00
28	Pavement Patching (Driveways)	225	S.Y.	\$ 100.00	\$ 22,500.00
29	Concrete Curb and Gutter (Combined)(AE)	550	L.F.	\$ 35.00	\$ 19,250.00
30	Flowable Fill	750	C.Y.	\$ 80.00	\$ 60,000.00
31	Remove and Replace Concrete Sidewalk (4")(AE)	115	S.Y.	\$ 50.00	\$ 5,750.00
32	Remove and Replace Concrete Sidewalk Ramp	35	S.Y.	\$ 150.00	\$ 5,250.00
			Subtotal		\$ 873,830.00
				+10% Contingency	\$ 92,510.00
			Total Construction Cost		\$ 1,017,590.00
				Design Engineering	\$ 103,500.00
				Construction Observation	\$ 74,165.00
				Construction Engineering	\$ 28,728.00
				Grant Administration	\$ 20,000.00
				Legal Administration	\$ 5,000.00
				Misc. (Geology, Etc.)	\$ -
				Temporary Financing	\$ 24,200.00
			Total Opinion of Cost		\$ 1,273,183.00

2014 Main Street Waterline Improvements
City of Osawatomie
BG Project No. 14-1101L

Construction Budget Summary

◆ August 11, 2015 ◆

CURRENT CONSTRUCTION BUDGET:

Original Project Budget = \$ 1,273,183.00
Original Construction Budget = \$ 1,017,590.00

CURRENT CONSTRUCTION CONTRACT:

Engineers Estimate based upon Actual Plans: \$ 845,283.50
Low Bid (Orr Wyatt) = \$ 784,308.17

REMAINING BUDGET

Original Construction Budget = \$ 1,017,590.00
Current Construction Estimate = \$ 784,308.17
Remaining Budget with Current Over/Under-Runs = \$ 233,281.83

TENTATIVE SCHEDULE

Advertise: **July 21**
Bid Letting: **August 11**
Council Award: **August 13**
Contract Documents (30 days): **September 11**
Pre-Construction Meeting: **September 11**
Start of Construction (90 Working Days): **September 14**
Construction Completion: **January 25**



**Advertisement for Bids
BG Project No. 14-1101L**

City of Osawatomie
439 Main St.
Osawatomie, KS 66064-0037

Separate sealed Bids for the construction of the following approximate major quantities of work:

1.	10" PVC Waterline (HDD)	1,969	LF
2.	8" PVC Waterline (HDD)	3,458	LF
3.	10" MJ Gate Valve	6	Each
4.	8" MJ Gate Valve	11	Each
5.	3/4" Water Services	122	Each

Sealed Bids will be received by the City of Osawatomie at 439 Main St. in Osawatomie, KS until **11:00 AM on Tuesday, August 11, 2015** and then at said office publicly opened and read aloud. Bids received after said time will be returned to bidder unopened. Bids can be hand-delivered beginning at **9:00 AM** on the bid opening date. If bids cannot be hand-delivered, contact BG Consultants to make other arrangements. These bids will be for the furnishing of labor and materials and performing all the work in accordance with the drawings and specifications.

The Contract Documents may be examined at the following locations:

1. BG Website www.bgcons.com
2. Drexel Technologies www.drexeltech.com electronic plan room

Complete digital and printed project bidding documents are available for purchase from the issuing office:

Drexel Technologies
10840 West 86th Street
Lenexa, KS 66214
913-371-4430
<http://planroom.drexeltech.com/View/Default.aspx>

Additional assistance is available at distribution@drexeltech.com. Contract Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Non-refundable corporate, certified, or cashier's checks shall be made payable to Drexel Technologies.

The Owner reserves the right to reject any and all bids and alternates and to waive any irregularities therein.

Don Cawby
City Manager
City of Osawatomie

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

17.02 Bidders are requested to be present at the opening of bids. All bids shall be made and received with the express understanding that the Bidder accepts the terms and conditions set forth in these instructions and the attached Specifications, General Conditions, Contract and Bond Forms.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Extensions and totals submitted in the Bid will be subject to audit and verifications.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

19.07 The Owner reserves the right to award to lowest responsible bidder as well as remove the same line item or items from all bids to recalculate the bid. The low bidder would then be determined based on this recalculation.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 15 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

- 1.) Under \$1,000 – Department heads use their discretion regarding shopping the appropriate product, price and delivery subject to budget limitations. Purchases should be local if available.
- 2.) Over \$1,000 and up to \$5,000 – Department heads request verbal quotes from at least 3 sources, unless fewer than 3 sources can be identified and submitted to City Manager.
- 3.) Over \$5,000 and up to \$10,000 – Department heads issue a request for quotation and obtain written or faxed quotes from at least 3 sources, unless fewer than 3 sources can be identified and submitted to the City Manager.

Additionally, the following are exempt from competitive bidding requirements:

- 1.) Purchases made through cooperative purchasing contracts with other units of government when in the best interest of the city and pursuant to law;
- 2.) Purchases made from a single-source provider;
- 3.) Purchase must meet compatibility requirements with existing equipment owned by the city;
- 4.) Purchases required during an emergency (i.e. an eminent threat to the public's health, welfare, or safety). However, as much as competition as practical should be obtained and such purchases should be limited to amounts necessary to the resolution of the emergency;
- 5.) Professional services or services requiring special or technical skill, training or expertise (i.e. architects, engineers, attorneys, auditors, and other specialized consultants). The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. The City Council shall select all such services over \$2,000.
- 6.) The dollar limits for quotations, and the use of purchase orders are waived for the following purchases:
 - a. Petty Cash Reimbursements;
 - b. Utility Bills;
 - c. Maintenance Repairs and parts (up to \$5,000);
 - d. Maintenance and Service Contracts (up to \$5,000);
 - e. Interdepartmental Transfers or Charges;
 - f. Medical Expenses;
 - g. Legal Notices;
 - h. Postage Costs;
 - i. Memberships and Dues;
 - j. Books and Periodicals;
 - k. Mileage, Travel, Conference Reimbursements;
 - l. Fees and Taxes of Other Units of Government;

Competitive Bidding – Sealed Bid Procedures:

- 1.) The competitive bidding process for contracts over \$10,000 shall be awarded by competitive sealed bidding to the “lowest responsible bidder” except as otherwise provided by this policy.

- 2.) An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description, all contractual terms and conditions applicable to the procurement, time and place for bid opening and whether a bid deposit or bond(s) will be required. Under KSA 60-1111, a payment bond is required for construction projects which exceed \$40,000 and all other bonds as required by the City Council.
- 3.) Any Procurement in excess of \$20,000 shall require a minimum 10 day notice in the official city newspaper, the Osawatomie Graphic.
- 4.) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. All bids shall be open to public inspection.
- 5.) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
- 6.) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted.
- 7.) An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the city.

Criteria for determining “Lowest Responsible Bidder” include, but are not limited to:

- 1.) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- 2.) The ability of the bidder to perform promptly or within the time specified, without delay or interference.
- 3.) The reputation and experience of the bidder, including the city’s previous experience with the bidder.
- 4.) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- 5.) The ability and availability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- 6.) Any conditions attached to the bid by the bidder.
- 7.) Businesses located within Osawatomie who choose to respond to any request for bids shall be afforded a ½% difference from the low bidder. In the event a business located in Osawatomie is within ½% of the low bid, city staff are hereby permitted to purchase from the local vendor, provided all things are otherwise equal. Local businesses who are above the lowest bid between ½% and 5% shall be afforded the opportunity to adjust their bid within ½% after bids are open and known in order to earn the business, provided everything else is equal.

Cost-plus-a-percentage-of-cost contracts are prohibited. A cost-reimbursement contract may be used only when a determination by the City Manager is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

January 17, 2012

*** by email only ***

Mr. Don Cawby, City Manager
City of Osawatomie
439 Main Street
Osawatomie, KS 66064

RE: Asphalt Surface Quality
2011 Street Improvements – Osawatomie, KS
BG Project No.: 10-1232L
CDBG Grant No.: 10-PF-045

Dear Mr. Cawby,

The purpose of this letter is to discuss the quality of work for the asphalt surface on the 2011 Street Improvements project. Based on several site visits and discussions with City Staff, we have some concerns about the condition of the pavement which could affect its long term performance, serviceability, and maintenance schedule.

The 2011 Street Improvements project was designed for a 9" asphalt pavement to be placed on a 6" aggregate base. The Technical Specifications and KDOT Special Provisions (Specifications) for the project require the asphalt to be placed in multiple layers called "lifts". The bottom two lifts consist of 4" and 3" thick asphalt base course. The final lift is a 2" asphalt surface course.

The 2" asphalt surface course was placed by a subcontractor to Orr-Wyatt Streetscapes on October 25, 2011. The subcontractor worked all day and well into the night-time hours in an attempt to complete the work prior to colder weather forecast for the following day. I observed the site after the asphalt work had been completed and found several issues regarding the quality of the work which can be cause for concern. They are as follows.

- 1. Asphalt Segregation.** Asphalt pavement consists of aggregate and asphalt cement. The aggregates range in size from dust to $\frac{3}{4}$ ". When the materials are combined, the various sizes of aggregates meld together to form a uniform mixture which is held together by the asphalt cement. Asphalt segregation occurs when the various sizes of aggregates are not mixed together very well. The voids between the larger aggregates are not adequately filled with finer material, resulting in a pavement that appears to be porous. The cause of the segregation could be attributed to a number of things, including the materials used at the asphalt plant, the temperature of the asphalt when placed, the equipment used to place the asphalt, the amount of hand raking applied to the material and the method of compaction. Regardless of the cause,



Also

Emporia, Ks. • Manhattan, Ks. • Hutchinson, Ks.

this condition being on the surface of the pavement can allow moisture to penetrate into the pavement structure more easily than non-segregated pavement, damaging the pavement during freeze/thaw cycles.

2. **Asphalt Smoothness.** There are several transverse cold joints which were not placed in a manner to create a smooth joint. This results in a rough ride. Areas which are particularly undesirable or excessively "bumpy" can be ground with a machine to create a smoother ride.
3. **Asphalt Joints/Cracks.** There are several locations where the centerline joint has cracked, particularly along Brown Avenue. This presents an opportunity for water to get into the pavement structure, damaging the pavement during freeze/thaw cycles and possibly weakening the subgrade if the water is able to penetrate the entire pavement thickness.
4. **Asphalt Thickness.** The asphalt surface course measured after placement is approximately ½" to 1 ½" too thick throughout the project. The Contractor was informed that the asphalt was being placed too thick, but it does not appear that appropriate adjustments were made. The additional thickness will add strength to the pavement section. However, the excessive thickness results in edges against the concrete curb/gutter which are not supported laterally. This can become problematic at driveways where vehicles entering/exiting the drive will be traversing over the unsupported edge. The asphalt will ravel and deteriorate over time, potentially requiring the application of a sealant at the driveways to prevent water from getting into the pavement and subgrade.

It is apparent that a substantial amount of the asphalt surface course does not comply with the Specifications. We therefore consulted Mike Crow, Executive Director of the Kansas Asphalt Pavement Association, to get an independent third party opinion regarding the quality of the asphalt work. I have attached his memo dated December 20, 2011 which summarizes his findings and concerns.

We believe the City has several options available regarding acceptance and payment for the asphalt pavement. We suggest you visit with the City's Legal Counsel regarding this matter and to receive advice regarding the validity of these options.

Option #1: The City could accept the quality of the asphalt work as is, including that which does not comply with the Specifications, and pay the Contractor 100% of the price bid for the work completed.

Option #2: The City could reject the asphalt work and require the surface be milled and replaced when weather permits. This option could be required at the Contractor's expense.

Option #3: The City could require a chip-seal treatment be applied to the pavement surface to seal the cracks and the porous openings where the aggregate is segregated. However, this option will not address the potential problems with the excessive asphalt thickness described on Item 4 above.

Option #4: The City could consider negotiating a reduced payment for the asphalt surface course and require the Contractor to profile grind the pavement at key locations to remove bumps in the surface and maintain positive storm water runoff around the concrete manhole collars.

We are requesting additional direction from the City regarding the acceptance and payment for the asphalt pavement. We can be available to meet with you to discuss this matter in greater detail and to further describe our concerns. If you have any questions, please call our office.

Sincerely,

BG CONSULTANTS, INC.



Jason Hoskinson, P.E., PTOE
Project Engineer

Attachment

JH/aj



Kansas Asphalt Pavement Association

December 20, 2011

Memorandum To: Jason Hoskinson, P.E., PTOE
BG Consultants | Engineers, Architects & Surveyors

From: Mike Crow, PE
Executive Director
Kansas Asphalt Pavement Assoc.
2813 SW Westport Plaza Dr.
Topeka, Kansas 66614

Re: Pavement Observation in Osawatomie, KS

I visited Brown Ave between 14th and 16th in Osawatomie, KS, October 15 and December 5, 2011 at the request of Jason Hoskinson, PE, PTOE of BG Consultants. I observed the asphalt pavement that was placed in 2011. The surface of the pavement was very segregated throughout the project. The segregation is not only visually unappealing but segregation allows water to get into the surface which promotes freeze and thaw in the winter months. The freeze and thaw deteriorates the pavement over time. In addition the pavement rode rough and did not have a flush match with the curb/manholes.

2813 SW Westport Plaza Drive, Topeka, Kansas 66614 Office 785 271-0132 Fax 785 271-0138





NOTICE TO PRIME CONTRACTOR OF MONIES DUE

NAME OF PRIME CONTRACTOR: Orr Wyatt Streetscapes – A Joint Venture
9812 E. 56th Street
Raytown, MO 64133-2804

PRINCIPLES OF JOINT VENTURE: Orr Construction Management, Inc.
9812 E. 56th Street
Raytown, MO 64133-2804

SB Wyatt Contracting, Inc.
18017 S. State Route Y
Belton, MO 64012

MATERIALMEN CLAIMANT: Penny's Concrete, Inc.
23400 West 82nd Street
Shawnee Mission, Kansas 66227

PROJECT(S): 2011 Street Improvements
Osawatomie, KS

WESTERN SURETY BOND NUMBER: 58677830

CLAIM AMOUNT: \$12,865.80

YOU ARE HEREBY NOTIFIED that the undersigned, Penny's Concrete, Inc., located at 23400 West 82nd Street, Shawnee, Kansas 66227, has due and owing it as supplier of labor, concrete materials and equipment the present sum of Twelve Thousand Eight Hundred Sixty Five Dollars and 80 cents (\$12,865.80) plus interest, on account of supplying said concrete materials, equipment and labor necessary for, and used and consumed in the construction of aforementioned project.

The concrete supplies, equipment and labor were supplied and provided under contractual relations with SB Wyatt Contracting, Inc., Principle of Orr Wyatt Streetscapes – A Joint Venture, most recently on October 26, 2011.

YOU ARE FURTHER NOTIFIED that unless full payment of such Twelve Thousand Eight Hundred Sixty Five Dollars and 80 cents (\$12,865.80) plus interest, is received by Penny's Concrete, Inc. we reserve our rights to any and all liens, claims and rights of liens or bond rights against the Owner, the Project and any surety. This notice of claim against you and the surety on your payment bond is given pursuant to the provisions of the Miller Act, 40 U.S.C. 270b.

DATED this 21st day of March, 2012.

Penny's Concrete, Inc.

BY: 

David Keller, Authorized Agent.



Subscribed and sworn to me, a Notary Public, this 21st day of March, 2012, who states that David Keller personally appeared before me the day and year last above written, and in his capacity as Authorized Agent, Penny's Concrete, Inc. did execute the foregoing as his free act and deed as the free act and deed of said Company.

[REDACTED]
NOTARY PUBLIC

My Commission Expires: 9/24/14

MELANIE LORENZO
Notary Public - State of Kansas
My Appt. Expires 9/24/14

cc: SB Wyatt Contracting, Inc.
18017 S. State Route Y
Belton, MO 64012

Osawatomie, KS
439 Main St.
Osawatomie, KS 66064

BG Consultants, Inc.
Attn: Brian Kingsley
1405 Wakarusa Dr.
Lawrence, KS 66046

Thomas McGee, LC
For: Western Surety Company
920 Main St., Ste. 1700
Kansas City, MO 64105

Notice to Proceed

Date: May 25, 2011

Project: 2011 Street Improvements	
Owner: Osawatomie, KS	CDBG No.: 10-PF-045
Contract: 2011 Street Improvements	Engineer's Project No.: 10-1232L
Contractor: Orr Wyatt Streetscapes	USDA RD No.: 18-061-4860
Contractor's Address: 9812 East 56 th Raytown, Mo 64133	

You are notified that the Contract Times under the above Contract will commence to run on May 31, 2011. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of working days to achieve Substantial Completion is 90, and the number of working days to achieve readiness for final payment is 110.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: None

City of Osawatomie, Kansas

Owner

Given by:

Philip A. Dudley

Philip A. DUDLEY

Mayor

Date

5/25/11

Copy to Engineer



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 13, 2015

AGENDA ITEM: **Special Use Vehicles**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The Council asked for a future discussion of golf carts on City streets. After looking at several different proposals, staff has drafted the following proposal merging an ordinance from Andover with a few provisions from Baldwin City.

COUNCIL ACTION NEEDED: Review and discuss the proposed ordinance.

STAFF RECOMMENDATION TO COUNCIL: Amend as necessary and slate for action at the August 27 Council Meeting. Police Chief Butters would recommend that ATVs be treated the same as motorized scooters and “pocket rockets” under this ordinance.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE OPERATION OF GOLF CARTS, WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND ALL TERRAIN VEHICLES ON THE STREETS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF OSAWATOMIE AND PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; BY AMENDING CHAPTER 14, ARTICLE 6, OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING ALL EXISTING SECTIONS THEREIN;

WHEREAS, the City of Osawatomie, Kansas has adopted the current version of the “Standard Traffic Ordinance for Kansas Cities” as published by the League of Kansas Municipalities; and

WHEREAS, said Standard Traffic Ordinance prohibits the operation of golf carts, work-site utility vehicles, micro-utility trucks, and all-terrain vehicle on city streets; and

WHEREAS, the City of Osawatomie wishes to specifically allow the operation of golf carts, work-site utility vehicles, micro-utility trucks and all-terrain vehicles on city streets under certain conditions;

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

Section 1. Article 6 of Chapter 14 of the Code of the City of Osawatomie is hereby amended to read as follows:

ARTICLE 6. SPECIAL PURPOSE VEHICLES

14-601. Definitions.

As used in this ordinance, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) “Golf Cart” means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) “Work-Site Utility Vehicle” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo

box for hauling materials.

(c) “Micro-Utility Truck” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) “All-Terrain Vehicle” means any motorized non-highway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.

(e) “Pocket bike” means every device having two tandem wheels, or three wheels, which may be propelled by a gasoline engine and on which the headlights are lower than 24 inches from the ground, its tailpipe is lower than 15 inches, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(f) “Motorized scooter” means a vehicle consisting of a footboard between two small end wheels, controlled by an upright steering handle attached to the front wheel, propelled by an electric or gasoline motor, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(g) “Special purpose vehicle” means golf cart, work-site utility vehicle, micro-utility vehicle and all-terrain vehicle, either individually or collectively, but does not include pocket bike or motorized scooter.

14-602. Operation of Special Purpose Vehicles in City Limits.

It shall be unlawful for any person to operate, or for the owner thereof knowingly to permit the operation, any special purpose vehicle, upon any street or alley within the City limits of Osawatomie, Kansas or upon any City owned or leased property within or without the City limits of the City of Osawatomie, Kansas, except as provided for in this article.

(a) Special purpose vehicles, may be operated upon the public highways, streets, roads and alleys within the corporate limits under the of the city as provided, except as follows:

- (1) No special purpose vehicle may be operated upon U.S. Highway-169, Osawatomie Road, Plum Creek Road, Old Kansas City Road, 343rd Street, 335th Street, or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a special purpose vehicle from crossing any public highway, street, road or alley unless otherwise prohibited by state law.
- (2) No golf cart shall be operated on any public highway, street, road, or alley between sunset and sunrise.

- (3) No all-terrain vehicle may be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto
- (4) No work-site utility vehicle or micro-utility truck shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated (K.S.A), and amendments thereto.
- (5) No golf cart or work-site utility vehicle shall be operated on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving emblem on the rear of the vehicle. Such slow moving emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.
- (6) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the K.S.A., and amendments thereto.

(b) In addition to any equipment required by this ordinance, all special purpose vehicles shall be equipped with at least one rear view mirror.

(c) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

14-603. Operator Requirements; Owner Duties; Insurance; Penalty.

(a) Every person under the age of 18 shall be required to wear a helmet if operating or riding an all-terrain vehicle.

(b) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(c) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(d) No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(e) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(f) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

14-604. Registration; Fee; Application; Inspection; Penalty.

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid registration decal or tag affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle.

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number).

(c) A one-time registration fee for a special purpose vehicle shall be established by the annual fee resolution, but shall not be less than twenty-five dollars (\$25.00).

(d) Proof of insurance, as required in this article, shall be furnished at the time of application for registration.

(e) The registration decal or tag issued hereunder is not transferrable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full registration fee before the special purpose vehicle may be operated on a public road.

(g) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.

(h) It shall be unlawful for any person to:

(1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city a

special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.

- (2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any provision of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

14-605 Pocket Bikes and Motorized Scooters Prohibited.

The operation of pocket bikes, and motorized scooters on the streets, roads, alleys or public property within the corporate limits of the City of Osawatomie is prohibited, unless specifically authorized for a City sponsored event or City permitted special event.

14-606 Penalty.

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Article 20 of the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provision as the city may then have in effect.

14-607 Exemptions.

(a) Special purpose vehicles which are owned, leased or operated by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of this article, except for equipment and lighting restrictions in Section 14-602 and insurance and operator requirements in Section 14-603.

(b) Special purpose vehicles which are owned or leased by golf courses, when used for the purpose of loading and unloading of golf equipment on streets immediate adjacent to the golf course are exempt from the restrictions of Section 14-602 not related to equipment or lighting.

Section 2. EXISTING ARTICLES AND SECTIONS REPEALED. Chapter 14, Article 6 in its entirety of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance are hereby repealed.

Section 3. 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 ___th day of _____, 2015.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Ann Elmquist
City Clerk

ARTICLE 6. ALL TERRAIN VEHICLES

- 14-601. DEFINITION. For the purposes herein, the following words and phrases shall have the meanings set opposite them.
- (a) All Terrain Vehicle (ATV). Any motorized non-highway vehicle 45 inches or less in width, having a dry weight of 650 pounds or less, traveling on three or more low-pressure tires, and having a seat designed to be straddled by the operator. As used in this subsection, low-pressure tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 12 inches or less, and utilizing an operating pressure of 10 pounds per square inch or less as recommended by the manufacturer. (Ord. 3564, Sec. 1; Code 2008)
- 14-602. OPERATION OF ALL-TERRAIN VEHICLES ON CITY STREETS AND ALLEYS. It shall be unlawful for any person to operate, or for the owner thereof knowingly to permit the operation, upon any street or alley within the City limits of the City of Osawatomie, Kansas, any all-terrain vehicle. (Ord. 3564, Sec. 2; Code 2008)
- 14-603. OPERATING OF ALL-TERRAIN VEHICLES ON CITY OWNED OR LEASED PROPERTY. It shall be unlawful for any person to operate or for the owner thereof knowingly to permit the operation, upon any City owned or leased property within or without the City limits of the City of Osawatomie, Kansas, any all-terrain vehicle, with the exception that this provision shall not apply to City sponsored or City approved special events occurring on such City owned or leased property. (Ord. 3564, Sec. 3; Code 2008)
- 14-604. UNLAWFUL USES. It shall be unlawful for any person to drive any vehicle, permit grazing of livestock, to dig or remove dirt or make any excavation, to plow, furrow, or cause ruts or tracks in or on the ground, to hunt birds or animals or to discharge firearms, to camp, to picnic, to erect signs or billboards, to interfere with or cause destruction to any fence, gate, levee and dike, or to deposit litter of any kind on land acquired by the City for levee and flood protection purposes. (Ord. 3581, Sec. 2; Code 2008)
- 14-605. SAME; PENALTY. Any person found guilty of violating the provisions of this article shall be punishable by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000). (Ord. 3581, Sec. 3; Code 2008)



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 13, 2015

AGENDA ITEM: **Knox Box Ordinance**

PRESENTER: Brian Love, Osawatomie Fire Chief

ISSUE SUMMARY: This ordinance was requested by Fire Chief Brian Love to be included for purposes of enforcing with our building codes.

COUNCIL ACTION NEEDED: Review and discuss the proposed ordinance.

STAFF RECOMMENDATION TO COUNCIL: Suggest any necessary amendments and slate for final approval at the August 27 council meeting.

ORDINANCE NO. _____

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

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

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

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

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

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

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

4-225. Knox Boxes Required.

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

(a) All newly constructed buildings.

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

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

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

(e) Buildings protected by an automatic alarm system.

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

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

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

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

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

(d) All Knox Boxes shall contain the following:

- (1) Labeled keys to locked points of egress, locked interior rooms, elevator controls, any fenced or secured exterior areas of the property.
- (2) Sets of keys based on the following:
 - (A) 1 story building - 1 set
 - (B) 2-3 stories - 2 sets
 - (C) 4-6 stories - 3 sets
 - (D) In some cases where the structure is very large or has unusual configurations, additional sets of keys may be required.
- (3) A dated card containing the emergency contact information (day and night time phone numbers) of at least three individuals.
- (4) In some cases, structure floor plans may be required, including the location of shut offs. These plans shall be placed in a designated position or in an approved cabinet accessible to the fire department.

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

Section 2. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage and one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this ____ day of ____, 2015.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Ann Elmquist
City Clerk