

OSAWATOMIE CITY COUNCIL
AGENDA
December 10, 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. December 10 Agenda
 - B. Minutes for November 12, November 19 and December 1 Meetings
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentations
8. Public Hearings
9. Unfinished Business
 - A. Payment of Remainder of High Plains Power Contract – Generator Purchase
 - B. JEO Engineering Contract for Generation Project
 - C. Ordinance – Special Use Vehicle Ordinance
10. New Business
 - A. Appointment to Miami Co. Economic Development Advisory Board
 - B. Resolution – Municipal Investment Pool Authorization
 - C. Purchase of Pipeline Video Inspection System
 - D. Charter Ordinance – Elections
 - E. Charter Ordinance – Filling Governing Body Vacancies
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

REGULAR MEETING – December 17, 2015
REGULAR MEETING – January 14, 2015

Osawatomie, Kansas. **November 12, 2015.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:31 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Hampson, Maichel and Wright. Council member Walmann was absent. Also present was City Manager Don Cawby and City Attorney Dick Wetzler. Members of the public were: Brooks Damron and Jennifer McDaniel.

INVOCATION. Brooks Damron with Spring Grove Friends Church

CONSENT AGENDA. Approval of November 12th agenda, Approval of October 8th and October 29th Minutes and Appropriation Ordinances 2015-09 and 2015-10. **Motion** made by Hunter, seconded by Hampson to approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Brooks Damron, Spring Grove Friends Church, spoke regarding the church. Currently the church is still holding marriage strengthening classes. This has been an ongoing thing and have had a good response. He also welcomed anyone to their services every Sunday at 10:00 a.m.

PRESENTATIONS. None

PUBLIC HEARINGS. None

UNFINISHED BUSINESS.

RURAL FIRE CONTRACT – PROPOSED AGREEMENT. City Manager, Don Cawby, updated the council on two amendments with the contract. First, the payroll process as of January 1, 2016 will be going directly through the County and not the City, which will eliminate the Rural Fire Fund for the City. Second, the County will pay us rent of \$55 per truck per month until we have a bigger station, at that point it will go up to \$60 per truck and a utility fee of a minimum of \$250 per month. Will present the final contract at a later date, there is nothing to vote on at this time.

NEW BUSINESS.

RESOLUTION – INTERSECTION CONTROL MAP UPDTE. Blake Madden, Public Works and Utilities Director, presented information to the council regarding intersection map information. The malfunctioning traffic lights located at 6th and Pacific Ave brought up the discussion of removal of the traffic lights. According to the study compiled by a consulting firm contracted by KDOT, this location showed that a traffic light was not needed there. Madden explained that if we were to fix the stop light it would cost \$3,000 - \$5,000 dollars, so the decision is to be made to either remove or repair. If repaired, the current intersection control map will need to be approved. If removed, the current intersection control map will need to be updated and then approved. **Motion** made by LaDuex, seconded by Hunter to approve the removal of the traffic light at 6th and Pacific Ave. Yeas. 3. Nays. 4. Motion Fails. **Motion**

made by Maichel, seconded by Hampson to Approve the Intersection Control Map without revisions. Yeas. 6. Nays. 1. Motion Passes.

DISCUSSION – NOVEMBER ELECTIONS. City Attorney, Dick Wetzler, provided information to the council regarding changes approved by the Governor that requires cities to revise ordinances regarding municipal elections. One requirement of this law is to move city elections from April to November. It also allows cities to establish other items such as ward terms and the number of elected officials. A motion for direction will be at a later date.

COUNCIL REPORTS.

Farley: Asked about the progress on the water project.

LaDuex: John Brown Foundation sponsored barbeque turned out great, appreciates the support of the City.

Hunter: Agreed with LaDuex regarding the barbeque.

Dickinson: Reminded everyone of the County Leadership dinner the following week. Spoke of the water project as well, said by his house it is looking good.

Hampson: Pool in progress.

MAYOR'S REPORT. Biggest day in history for the food pantry was this week. Frontier Twirlers invited everyone to their Kansas Day celebration. Wonderful Veteran's Day celebration held by USD 367.

CITY MANAGER'S REPORT.

Water project continues.

Main Street – Phase 1. Bids to go out first week of December.

Main Street – Phase 2. Application was submitted, will hear in January regarding if we were rewarded the grant.

Generation project. Staff as well as Dave Peterson of JEO is in the process of design and placement. They are also getting ready for winter storage.

Sports Complex – CDBG Special Round. Have met to discuss schedule and timing for the project. Awaiting bid specs for bleachers from the school district and estimates from BG for changing the basketball and tennis courts. Hoping to start the bidding process early 2016.

Shelter House. Rotary has put the roof on the shelter at the lake. Still working on a few things to complete it.

West Lake Road. We have requested work for the road that consists of drainage, widening and chip seal.

There will be a handful of budget amendments at the next meeting.

Listed out upcoming meetings and dates for November and December.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:55 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **November 19, 2015.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Hampson, Walmann and Wright. Council member Maichel was absent. Also present was City Manager Don Cawby and Clerk Tammy Seamands. Members of the public were: Scott Shreve, John Wastlund and Jennifer McDaniel.

INVOCATION. John Wastlund with the Wesleyan Church

CONSENT AGENDA. Approval of November 19th agenda. **Motion** made by Hunter, seconded by LaDuex approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

John Wastlund, Wesleyan Church, thanked the council for their dedication and hard work and can see positive things that have happened in the last couple of years. There has been a large turnover in the community within the churches and asks for prayer to help with the guidance for the community.

PRESENTATIONS. None

PUBLIC HEARINGS. None

UNFINISHED BUSINESS.

NEW BUSINESS.

PROCLAMATIONS. Martin Springer and Ann Elmquist will be retiring in late November. Each will be read during the retirement reception. **Motion** made by LaDuex, seconded by Hunter to approve the Proclamations. Yeas. All

COUNCIL REPORTS.

LaDuex: County Leadership Dinner was very nice.

MAYOR'S REPORT. Agrees that the Leadership Dinner was very nice. Encourages everyone to attend the retirement receptions the following day for Ann and Marty.

CITY MANAGER'S REPORT.

Also encourages everyone to attend the retirement receptions.

Reminded everyone of the Christmas festivities beginning Friday with the Mayor's Christmas Tree lighting.

City holiday reminder. Will be closed Thursday and Friday for Thanksgiving and Christmas Eve this year.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by LaDuex to adjourn to Work Session. Yeas: All.
Mayor declared the meeting adjourned at 6:44 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **December 1, 2015.** 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, Farley, Hunter, LaDuex, Hampson, Maichel, Walmann and Wright. Also present was City Manager Don Cawby and City Clerk Tammy Seamands. Members of the public were: Dave Arteberry

INVOCATION. Ted Hunter

BUSINESS.

OVERVIEW OF PROJECT AND DEBT FINANCING.

BOND ORDINANCE TO AUTHORIZE ISSUANCE OF \$6,095,000 IN ELECTRIC REVENUE BONDS.

BOND RESOLUTION PRESCRIBING DETAILS FOR DELIVERY OF ELECTRIC REVENUE BONDS.

Dave Arteberry, the City's Financial Adviser with George K. Baum and Associates, provided information to the council and answered questions regarding the process for the electrical revenue bonds. As he was looking for an option that would provide favorable terms and conditioning for the city, he was narrowed down to two options. One being a public offering that had an estimated interest rate to be around 3.25%, but not guaranteed and the other being a private offering from Capital One Bank that provided a fixed interest rate of 3.5%. As the offering from Capital One also has more flexibility by allowing the city to prepay once a year as well as after ten (10) years to pay it off, it looks to be the best for the city. The only action that is required by the council at this point would be to adopt the bond ordinance and then the bond resolution. Once that is done, the ordinance would be published in the newspaper and all documents would be sent to the State Attorney General's Office for approval. Upon approval the bond proceeds would be delivered to the city December 14th. **Motion** made by LaDuex, seconded by Hunter to Approve the Bond Ordinance to Authorize Issuance of \$6,095,000 in Electric Revenue Bonds. Yeas. All **Motion** made by Hampson, seconded by Maichel to Approve the Bond Resolution Prescribing Details for Delivery of Electric Revenue Bonds. Yeas. All

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:08 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: Payment to High Plains Power

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On September 10, the City Council authorized the purchase agreement with High Plains Power (HPP) for the generators and their delivery and expenses. As part of this agreement, the City paid a \$250,000 down payment on September 18, after the protest period for the resolution of intent to issue electric revenue bonds had passed.

The agreement specifies that the City will pay \$1,671,400 for the generators, plus insurance, interest and moving expenses. After the down payment, the City owes HPP \$1,421,400, plus these costs on or before December 15. HPP has indicated the following charges:

Transportation and loadout cost for equipment and units.	\$ 170,500.00
Crane and rigging charges	24,700.00
Carrying costs for HPP	<u>10,000.00</u>
Total	\$ 205,200.00
Balance owed for generators	\$ 1,421,400.00
TOTAL OWED TO HPP ON CLOSING	\$ 1,626,600.00

COUNCIL ACTION NEEDED: Review and consider the staff recommendation.

STAFF RECOMMENDATION TO COUNCIL: Approve the payment of the remainder of the generator payment and related expenses, subject to final review of documentation by the City Manager.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement"), is made and entered into on September 16, 2015, by and between High Plains Power Systems, LLC, a Kansas limited liability company, with a principal place of business at 13045 N.W. 13th Street, Topeka, Kansas 66615 (hereinafter, the "**Seller**"), and the City of Osawatomie, a Kansas municipality with an office located at 439 Main Street, PO Box 37, Osawatomie, Kansas, 66064 (hereinafter, the "**Buyer**"), for the following-described certain tangible personal property set forth on the attached Exhibit "A" (hereinafter, the "**Property**").

WHEREAS, Seller owns and operates an independent equipment sales business; and

WHEREAS, Seller desires to sell and transfer to Buyer the Property, and Buyer desires to purchase and assume from Seller the Property on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, Seller and Buyer, each intending to be legally bound, hereby agree as set forth below.

1. **Sale and Purchase of Property.** Seller shall sell and transfer to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title and interest in and to the Property in accordance with the terms of this Agreement.

2. **Disclaimer of Warranty; CAT Warranty.** THE PROPERTY IS PURCHASED BY THE BUYER "AS IS" AND "WITH ALL FAULTS," AND SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the Property shall conform to such affirmation or promise. Any descriptions, samples and specifications with respect to the Property offered for sale herein are not warranted by Seller to be accurate or complete. Any description is for the sole purpose of identifying the Property and no affirmation, promise, description, sample or model shall be deemed part of the basis of the bargain. Notwithstanding the Seller's disclaimer of the warranties above, the parties agree that each generator comprising the Property is subject to a CAT Platinum Warranty, which is set to expire upon the earlier of November 1, 2016 or 3,000 hours of use on such generator.

3. **Delivery.** The Property is currently located at 1 Hormel Drive, Austin, Minnesota 55912. The Property shall be delivered to Buyer at a location, or locations, as Buyer shall direct in Osawatomie, Kansas. The parties agree that each of the Property shall be removed from 1 Hormel Drive, Austin, Minnesota 55912 on or before October 24, 2015 and shipped to Buyer's specified location(s) in Osawatomie, Kansas. On the Closing Date, Buyer shall pay to Seller an additional amount to reimburse the Seller for all moving costs incurred by the Seller associated with the loading, relocation and unloading of the Property from the Property's current location to Buyer's specified location(s) in Osawatomie, Kansas. The Buyer has the right to reject Seller's proposed

bids or contracts for loading, unloading and relocation between the Seller and the Seller's selected carrier, provided Buyer's approval of such bids and contracts shall not be unreasonably withheld.

4. **Risk of Loss; Insurance.** Seller shall bear all risk of loss with respect to the Property until the Property is delivered to Buyer's designated location(s). Buyer shall bear all risk of loss with respect to the Property from the moment the Property is delivered to Buyer's designated location(s). Put another way, the risk of loss shall be Free on Board Buyer's designated location(s).

Prior to loading for shipping, the Seller shall provide the Buyer with certificates of insurance from each carrier/contractor involved in the loading, shipping and unloading of the Property to Buyer's designated location(s). The Buyer will insure the Property from the moment the Property is delivered to such location(s) and thereafter, including during the storage of the Property at such location(s). Certificates of both Buyer's and Seller's required insurance hereunder shall include loss coverage of Three Hundred Thousand Dollars (\$300,000) per unit comprising the Property, including each unit's accompanying equipment, plus an additional Three Hundred Thousand Dollars (\$300,000) for the separate load of transformers and miscellaneous equipment. Certificates of insurance for both Seller and buyer shall include liability insurance of at least Two Million Dollars (\$2,000,000) per incident and shall also list both the Seller and Buyer as additional insureds.

Buyer shall have the right to inspect the Property on delivery and prior to acceptance of the Property. Buyer shall notify Seller of any claim that the Property is damaged from loading, shipping and unloading within seven (7) days of delivery at Buyer's designated location(s). If Buyer discovers damage to the Property during the course of such inspection, Seller shall be given a reasonable period of time to cure such damage through repair or otherwise. Buyer's failure to notify Seller in writing of such damage within said time period shall be deemed to be an acceptance of the Property by the Buyer. On the Closing Date, Buyer shall also pay to Seller an additional amount to reimburse the Seller for any and all additional insurance costs associated with insurance for loading, shipping and unloading of the Property incurred by Seller that are not already otherwise included in the carrier's fees for service.

5. **Purchase Price.** The amount of the purchase price shall be a total of One Million Six Hundred Seventy-one Thousand Four Hundred Dollars and No Cents (\$1,671,400.00) (referred to herein as the "Total Amount") payable as follows:

- i. Buyer will pay to Seller on or before September 22, 2015, an initial down payment of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) which amount will be credited against the Total Amount. Such down payment is non-refundable to Buyer unless Seller: (1) materially defaults in any of the terms and conditions of this Agreement; (2) is unable to provide the Property to the Seller in substantially the same condition as it was prior to dismantling the Property for delivery; and/or (3) is unable to provide the Property to the Seller at the location(s) specified in this Agreement. Any repayment of the down payment by Seller to Buyer shall be made without the accrual of any interest.

- ii. The remainder of the Total Amount or One Million Four Hundred Twenty-one Thousand Four Hundred Dollars and No Cents (\$1,421,400.00) shall be paid by Buyer to Seller on or before December 15, 2015 (hereinafter, the “**Closing Date**”).
- iii. On the Closing Date, in addition to the Total Amount, the Buyer agrees to reimburse the Seller for all finance charges associated with the Seller’s ownership of the Property from September 18, 2015 to the date of full payment of the Total Amount by the Buyer. Notwithstanding the previous sentence, the amount of reimbursement shall not exceed Twenty-eight Thousand Dollars and No Cents (\$28,000.00) provided that the Total Amount is paid to Seller on or before December 15, 2015.
- iv. Also on the Closing Date and in addition to the Total Amount, Buyer shall pay to Seller an additional amount to reimburse the Seller for all moving costs incurred by the Seller associated with the loading, relocation and unloading of the Property from the Property’s current location to Buyer’s specified location(s) in Osawatomie, Kansas, as well as an additional amount to reimburse the Seller for any and all additional insurance costs associated with insurance for loading, shipping and unloading of the Property incurred by Seller that are not already otherwise included in the carrier’s fees.
- v. All payments set forth in this paragraph 5 shall be made by Buyer to Seller via wire transfer to Seller at Seller’s direction.

6. **Buyer as Governmental Entity.** Seller acknowledges that Buyer is a Kansas governmental entity subject to cash basis law and Buyer intends to finance the purchase of the Property through the Buyer’s issuance of revenue bonds. Seller agrees that in the event Buyer is not able to complete the issuance of such bonds or otherwise finance the purchase of the Property through some other lawful financing mechanism, Buyer’s sole liability shall be the loss of the nonrefundable payment made by the Buyer pursuant to the terms of this Agreement plus any of the certain additional amounts to be reimbursed to Seller set forth in subparagraphs 5(iii) and 5(iv) above. Further, in the event that Buyer is not able to finance the purchase of the Property, Buyer releases Seller from any claim or interest of any kind in the Property arising out of this Agreement. Seller acknowledges that if the Buyer shall fail to make payment to Seller of the Total Amount and defaults in the payment of the Total Amount to Seller as provided herein, Seller’s sole and only remedy shall be for Seller to retain the Two Hundred Fifty Thousand Dollar and No Cents (\$250,000.00) non-refundable payment made by the Buyer in accordance with subparagraph 5(i) above and to be reimbursed for any of the certain additional amounts to be reimbursed to Seller set forth in subparagraphs 5(iii) and 5(iv) above and Seller releases and waives any all claims for damages arising out of the Buyer’s failure to complete the issuance of such bonds or otherwise finance the purchase of the Property through some other lawful financing mechanism.

7. **Title to the Property.** Seller hereby warrants to Buyer that Seller will be the lawful owner of the Property hereby sold and conveyed as of October 12, 2015, and that, as of such date, Seller will have good and unencumbered title to the Property with the full right to sell and convey the same. The Seller warrants that title to the Property will be transferred to the Buyer on the

Closing Date free and clear of any liens or encumbrances. As title to the Property will not transfer until the Closing Date, then until the Closing Date, Buyer agrees not to use or operate the Property.

8. **Taxes.** All taxes assessed as a result of the sale of the Property are the responsibility of Buyer, including, but not limited to, local and regional sales taxes and personal property tax, or if applicable, Buyer is to provide Seller with a valid tax exemption certificate. In the event that Buyer either fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Buyer agrees to indemnify and hold Seller harmless from any liability and expense by reason of Buyer's failure. Such indemnification shall include, but not be limited to, attorneys' fees and/or other legal expenses relating to such failure.

9. **Costs and Expenses.** Buyer and Seller shall each pay their respective expenses, fees and commissions incurred in connection with this Agreement and the transactions contemplated hereby, including any and all professional fees.

10. **Repair.** Seller is not obligated to do any repair work or modifications upon the Property nor shall Seller perform any repair work or modifications upon the Property unless agreed to in writing by the parties hereto.

11. **Inspection.** Buyer has previously inspected the Property, will have the opportunity to inspect the Property a second time prior upon the delivery of the Property to Buyer's designated location(s) and hereby acknowledges that Seller invited, urged and cautioned Buyer to inspect the Property.

12. **Force Majeure.** Seller's ability to deliver the Property as set forth herein may be affected in case of an act of force majeure, such as an act of God, war, sabotage, accidents, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any other cause beyond the control of Seller. Seller shall have no liability for the failure to deliver the Property in the event of such force majeure and Seller's obligation to complete the delivery of the Property shall be suspended during such force majeure event and for a reasonable period of time thereafter; provided, however, that this Agreement shall otherwise remain in effect.

13. **Used Equipment.** Buyer understands that the Property described herein has been used by persons other than Seller. Buyer is warned and acknowledges that the Property may bear or contain hazardous chemicals or other hazardous materials which may be or may become, by chemical reaction or otherwise, directly or indirectly hazardous to life, to health, or to property (by reason of toxicity, flammability, explosiveness or for other similar or different reasons during use, handling, cleaning, reconditioning, disposal or at any other time after the Property leaves the possession and control of Seller). Buyer does hereby discharge Seller from any and all liability directly or indirectly resulting from the presence of the aforesaid chemicals or materials, including and not limited to any and all liability directly or indirectly resulting from the failure of Seller to give more specific warning with respect to individual articles or substances or from the inadequacy of any warning.

The customary registered/certified mail receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided at least ten (10) days prior to the effective date of such notice.

17. **Assignment; Governing Law.** This Agreement and all the rights and powers granted hereby shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement and the rights, interests and obligations hereunder may not be assigned by any party hereto without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

18. **Amendment and Waiver; Cumulative Effect.** To be effective, any amendment or waiver under this Agreement must be in writing and signed by the party against whom enforcement of the same is sought. Neither the failure of any party hereto to exercise any right, power or remedy provided under this Agreement or to insist upon compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver by such party of its right to exercise any such right, power or remedy or to demand such compliance. The rights and remedies of the parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

19. **Entire Agreement; No Third Party Beneficiaries.** This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

20. **Severability.** If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any rule of law in any particular respect or under any particular circumstances, such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

21. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument. Further, this Agreement may be executed by the parties by facsimile signature (or other electronic format), such that execution of this Agreement by facsimile signature (or other

electronic format) shall be deemed effective for all purposes as though this Agreement was executed as a “blue ink” original.

22. **Further Assurances.** The parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the contemplated transactions.

23. **Attorney’s Fees.** In the event of any court proceeding by either party to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then, in addition to any compensation or damages to which the prevailing party may be entitled, the prevailing party shall also be entitled to recover from the other party reasonable attorney’s fees and costs incurred in connection with such proceeding.

24. **Construction.** The headings or titles preceding the text of the each paragraph of this Agreement are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. **Authority.** The persons signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first above written.

HIGH PLAINS POWER SYSTEMS, LLC,
a Kansas limited liability company

By: _____
David A. Schaefer, Member

SELLER

THE CITY OF OSAWATOMIE,
a Kansas municipality

By: _____
L. Mark Govea, Mayor

BUYER

EXHIBIT "A"

Generally the Property includes 6-Used Cat 3516 Generator sets, with one exception as noted with the serial numbers below. Each generator set is rated at 2,000 kilowatts and are 480 volts, 3-phase, 60 Hz and 1800 RPM. Each unit is mounted in a sound suppressed weatherproof enclosure with internal AC and DC lighting, fuel tank base, block heaters, space heaters, battery charger, battery, engine driven Radiator, fan, fan drive, a mounted fuel cooler, standard air cleaners, 24 V charging alternator, electric start, Cat brushless generator end, paralleling 480 V switch gear, step up transformers, high voltage switch gear, and RICE compliant exhaust catalyst mufflers.

The specific identification for each generator/engine set is as follows:

Serial Number GZS00607 - 1594 estimated hours. Needs generator end replaced with new one that will be shipped loose. Installed at customer's expense and switch gear is non-functioning in need of repair at customer's expense

Serial Number GZS00608 - 2600 estimated hours.

Serial Number GZS00609 - 2318 estimated hours.

Serial Number GZS00610 - 2555 estimated hours.

Serial Number GZS00612 - 2244 estimated hours.

Serial Number GZS00615 - 2463 estimated hours.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: **Generation Study & Report; Design & Construction Admin Contract**

PRESENTER: David Peterson, P.E. – JEO Consulting Group, Inc.

ISSUE SUMMARY: JEO Consulting Group has performed a study for the City of Osawatomie to determine the best design and placement of the proposed generation on the City's electric system. The study outlines the proposal on which JEO has developed a contract amendment for them to proceed with the design and construction administration of the project.

David Peterson will make the presentation to the City Council. Included in the packet is the study, the proposed contract amendment, and an overall project budget that incorporates this proposal.

COUNCIL ACTION NEEDED: Review and discuss the study and contract proposal.

STAFF RECOMMENDATION TO COUNCIL: Consider the amended contract, should no contract issues arise between the publishing of the packet and council meeting. Delay of the contract to December 17, if necessary, does not create an major issues for the project timeline.

City of Osawatomie, Kansas 2015 Generator Substation Engineering Study

December 2, 2015

Prepared by:

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Offices in:
Nebraska and Iowa

JEO Project No. 141554.02

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SECTION 1

1 Executive Summary

1.1 Purpose of Study

The City of Osawatomie recently purchased six (6) 2000 kW generators for a total of 12 MW of generation capacity with the intent that they would run as emergency backup power for the city for transmission supply outages and also as primary power generation for system voltage support and kW demand capacity. A preliminary study in 2015 investigated six (6) different sites to determine suitability of the site for some of the generation capacity. That study narrowed the locations down to three possible sites. The purpose of this study is to provide recommendations on how to configure the sites and connections into the existing distribution system.

1.2 Summary of Results

This study narrows the locations of the generators down to two sites with three of the generators at each site. One site is adjacent to the existing substation at 7th St and Walnut Ave. The other site is a new substation at the city road maintenance yard near 9th St and Lincoln Ave.

The expected construction cost for the work detailed herein is \$2,920,000 exclusive of engineering fees and internal legal fees.

SECTION 2

2 Analysis of Options

2.1 Overview of Existing System

The city has two existing substations, one at the power plant north of John Brown State Park west of 10th Street, the other 7th Street and Walnut Ave. Kansas City Power and Light (KCPL) brings power into these two substations with 34.5 kV sub-transmission lines. The 34.5 kV sub-transmission lines come from the north along Plum Creek Road and the east along the levee and tie together near 8th St and Carr Ave. From there a radial feed goes to the two existing substations.

The existing substation at the power plant has a 10 MVA transformer to the distribution voltage of 4.16Y/2.4 kV. The substation has six (6) distribution feeders. Four (4) of those feeders are fed from outdoor oil filled circuit breakers and the other two (2) are fed from vacuum circuit breakers inside the power plant switchgear. In addition, there are three (3) generators at the power plant that tie in with vacuum circuit breaker switchgear.

The existing substation at 7th Street and Walnut Ave has a 7.5 MVA transformer to the distribution voltage of 4.16Y/2.4 kV. The substation has six (6) distribution feeders fed from metal-clad switchgear with vacuum circuit breakers inside a dedicated metal building.

The city electrical distribution system is thusly divided among twelve (12) circuits with six (6) from each of the existing substations.

2.2 Purchased Generators

The city purchased six (6) used generators from a meat processing facility in Minnesota in 2015. Each of the generators are rated 2060 kW / 2575 kVA at 480Y/277 V. Each of the generators are diesel fueled with a sub-base tank. Each of the generators have a weather enclosure intended to be located outdoors. The weather enclosures have sound attenuating intake and exhaust louvers. Three (3) of the exhaust louvers are swept up so as to push exhaust air up. In addition, each generator has a catalyst for EPA Tier 2 Emissions rating and a 27 foot tall combustion exhaust pipe above the enclosure.

One of the generators had experienced some issues with fault current damage. The generator and 4000 Ampere main circuit breaker were severely damaged. It is proposed to add a neutral reactor to each generator to limit ground fault current and prevent future damage.

Each generator had a 2500 kVA pad-mounted transformer to boost the voltage up to 13.8 kV. Those pad-mounted transformers were also purchased by the city with the intent of having them re-wound to the city's distribution system voltage.

2.3 New Generator Locations

The preliminary study looked at six potential sites to locate new generation. That study narrowed the sites down to three locations:

- The Power Plant
- Adjacent to the existing substation at 7th St and Walnut Ave.
- City owned property near 9th St and Lincoln Ave. The property is currently used as city road maintenance and storage.

2.3.1 Power Plant

Upon further review of the power plant site, it was determined that locating the generators at this site would be unfeasible. The existing substation is difficult to maintain and operate, clearances between the building and grounded parts and live parts are too close. The site is also up on a hill making grading and locations of the generators more challenging and expensive. There is an underground water works clearwell and other water transmission lines to work around. Even if it were possible to get the generators on site, maintenance and operations would be hampered by site constraints.



Figure 1: Existing 7th St Substation Site.

2.3.2 7th St Substation

2.3.2.1 Existing Substation

The existing substation site is situated east of the fire department building on the northeast corner of the lot, see Figure 1. The incoming sub-transmission comes into the substation overhead at 34.5 kV from the north. The substation consists of a transmission dead-end structure with a 34.5 kV oil circuit breaker below it, transformer, and metal-clad switchgear in a building.

See Figure 2 for a one-line diagram of the existing substation configuration. The transmission dead-end structure has a GOAB switch, and primary side CT's and PT's for revenue. From the circuit breaker, there is pipe bus to the transformer. The transformer is 7.5/9.375 MVA, with a primary voltage of 34.4 kV delta, and a secondary voltage of 4.16Y/2.4 kV and a load tap changer. The secondary feeder from the transformer is underground to 15 kV metal-clad switchgear inside a building dedicated to the substation. The switchgear has vacuum circuit breakers with one (1) for the incoming feeder and six (6) distribution feeders. There is planned space within the building for additional switchgear sections. Four (4) of the distribution feeders exit the building underground to the south and go to two (2) riser poles to overhead distribution circuits that run along the south side of the property.

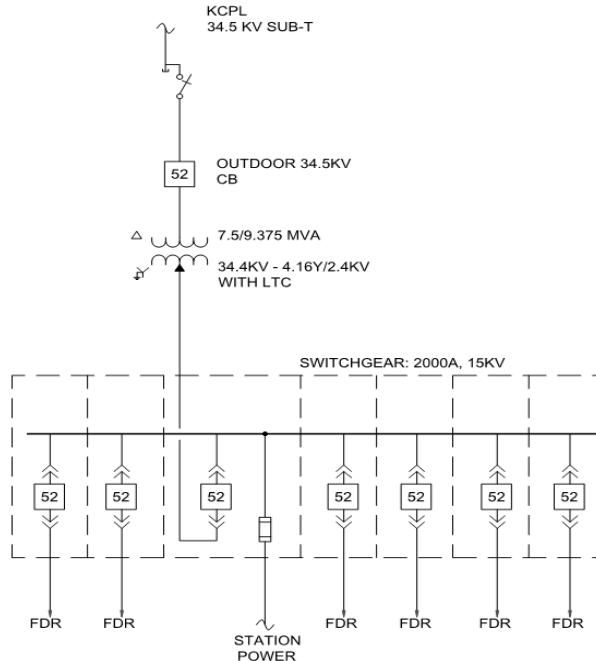


Figure 2: Existing 7th St Substation Configuration.

2.3.2.2 Proposed Generator Additions to Substation

Three of the new generators are proposed to be located on the southeast portion of the lot, east of the fire department building and south of the switchgear building, see Figure 3. These three (3) generators will be the generators that have the upswept exhaust air louvers.

It should be noted that there is a possibility that one or more of the generators would be situated over some of the existing underground feeders. Until a survey is completed with underground utility lines located it is unknown the extent of the overlap or if there will be an issue.

Each generator will have a pad-mounted transformer to raise the voltage from 480 V to the distribution voltage of 4.16Y/2.4 kV. These three pad-mounted transformers are intended to be wound as dual voltage on the high voltage side to accommodate a future distribution voltage conversion to 12.47Y/7.2 kV. The dual voltage on the high voltage side will be 4.16Y/2.4 kV X 12.47Y/7.2 kV.

In addition, each generator will have a neutral reactor added. It will take further study to best determine where to incorporate that into the system, whether it is in the generator enclosure compartment or in a separate enclosure outside the generator.

The existing switchgear has planned space for two switchgear sections on the east side and one on the west side. We propose to place the three new switchgear circuit breaker sections for the generators on the east side. There is room in the building for all three circuit breakers on this side of the switchgear. See Figure 4 for a one-line diagram showing the incorporation of the generators into the one-line diagram.

Inside each generator enclosure is a switchboard for synchronizing and paralleling the generators. These switchboards will need to be configured to run together, but also to have a control board inside of the substation switchgear building for monitoring and for manual controls.



Figure 3: Proposed Generator Layout at 7th St Substation.

The ground grid for the substation will need to be extended to the new generators. If there is not a counterpoise ring around the existing switchgear building, then it is recommended that one be added. By extending the ground grid to a building counterpoise, it will allow the grid to be extended to surround the generators, neutral reactors and pad-mounted transformers.

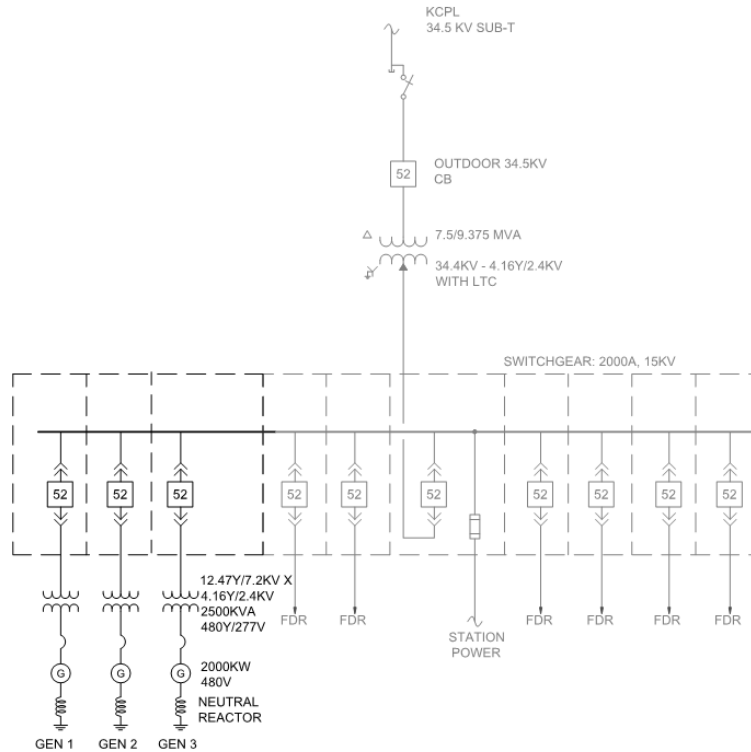


Figure 4: Proposed Configuration of 7th St Substation.

2.3.3 New Substation at 9th St and Lincoln Ave

2.3.3.1 Existing Site

The proposed existing site is north of the city road maintenance facility along 9th Street north of Lincoln Ave, see Figure 5. Currently, the 34.5 kV sub-transmission line runs along the north end of the property. In addition, three (3) 4.16Y/2.4 kV distribution lines run east-west north of existing maintenance storage buildings. Technically, the site is not in the FEMA flood plain because it is protected by the levee to the north. From historical records, it is known that the east side of the property is prone to flooding and contains a drainage ditch.

A portion of the proposed substation may be outside of the property boundaries on the north side. This area is believed to be Right-Of-Way for the levee. The city will have to determine the suitability and legality of building there. If it is determined that the substation needs to be moved further south, then there may be implications regarding demolition of existing structures at the road maintenance yard.

In order to reduce cost of the substation, this substation will be designed for the planned voltage conversion to 12.47Y/7.2 kV. Thus the transformers will not be dual voltage. The substation transformer is estimated to be sized at 10 MVA. The 2500 kVA pad-mounted transformers for the generators will be re-wound for the single voltage of 12.47Y/7.2 kV.

There are currently three (3) overhead distribution circuits running through the site where the generators are proposed to be located. Those will have to be temporarily re-located prior to work on the substation begins. It is proposed to dead-end them on the west side of 9th St. Then run two (2) additional circuits south to Lincoln Ave. Run two circuits east from the corner of 9th St and Lincoln Ave to 8th St and Lincoln Ave. Then add one more underbuilt to the sub-transmission structures along 9th St back north to Carr Ave. These will be considered temporary circuits because, they will no longer be necessary once the system is converted to 12.47Y/7.2 kV.

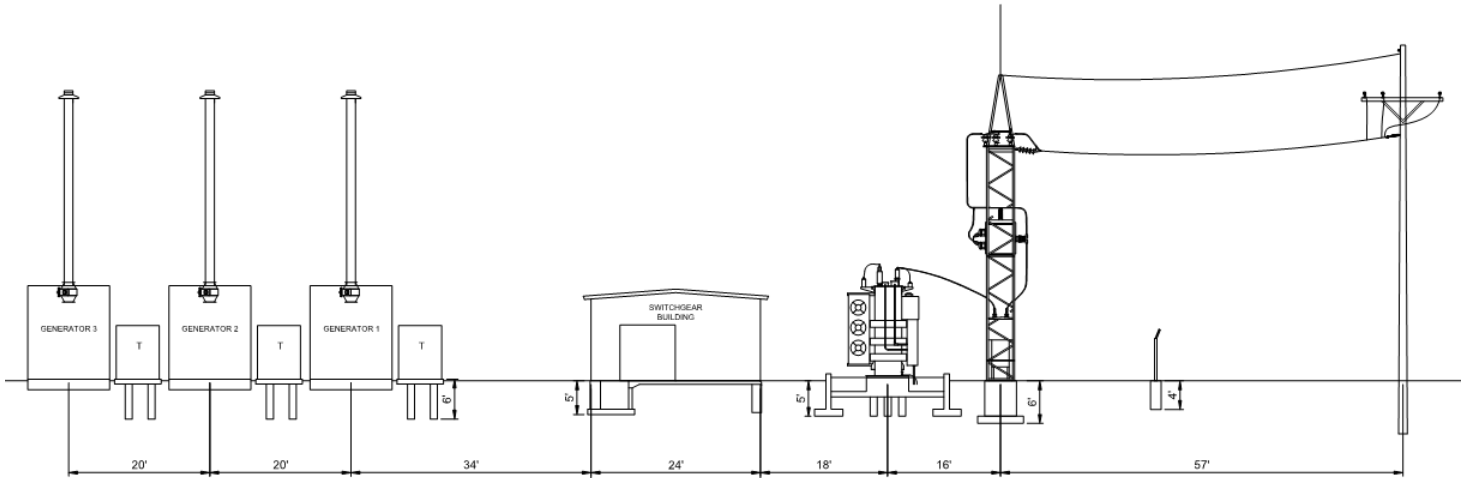


Figure 6: Proposed 9th St Substation Elevation, View from East.



Figure 7: Proposed Substation Layout

2.4 Distribution System Modifications

The long term goal is to convert the city distribution system to 12.47Y/7.2 kV. Another long term goal is to eliminate the existing power plant after the substation work and voltage conversion work is completed. This will be a brief discussion on the implications to the distribution system as a result of the substation changes and voltage conversion.

The maximum demand for the city in the time period of May 2014 to May 2015 was 8.95 MVA recorded in August. The average demand for the year is 4.0 MVA. The power plant substation takes a heavier

load than the 7th St substation, typically twice as much. Taking the maximum demand at 12.47 kV provides a current demand of 414 A.

The number of distribution circuits necessary to carry the load of the city can be dramatically reduced. Whereas the current system incorporates twelve (12) distribution circuits, the full load of the two substations could be handled with five (5) 200 Ampere distribution circuits at 12.47 kV. It is proposed to utilize a total of six (6) circuits, three (3) from each of the two (2) substations. If each substation were to back up the entire city, then the load on a circuit would be $414 \text{ A} / 3 = 138 \text{ A}$. Sizing for 125% of 138 A gives a minimal circuit size of 173 A. This could be done with #1/0 ACSR.

This reduction in the number of circuits means that if a circuit takes an outage, then a larger portion of the City will take an outage. The negative effect of the increased outage area can be offset by creating loops within the system so that the portion of the circuit with the damage or problem can be isolated to small portions of the circuit. Each distribution circuit would tie to other circuit(s) within the system at strategic points so that every point on the main loop in the system can be back-fed from an adjacent circuit as a minimum. Using this strategy, the only portion(s) of the system that cannot be back-fed from another circuit are radial taps. Even then, the point at which the tap is made, the circuit could be fed by two different circuits.

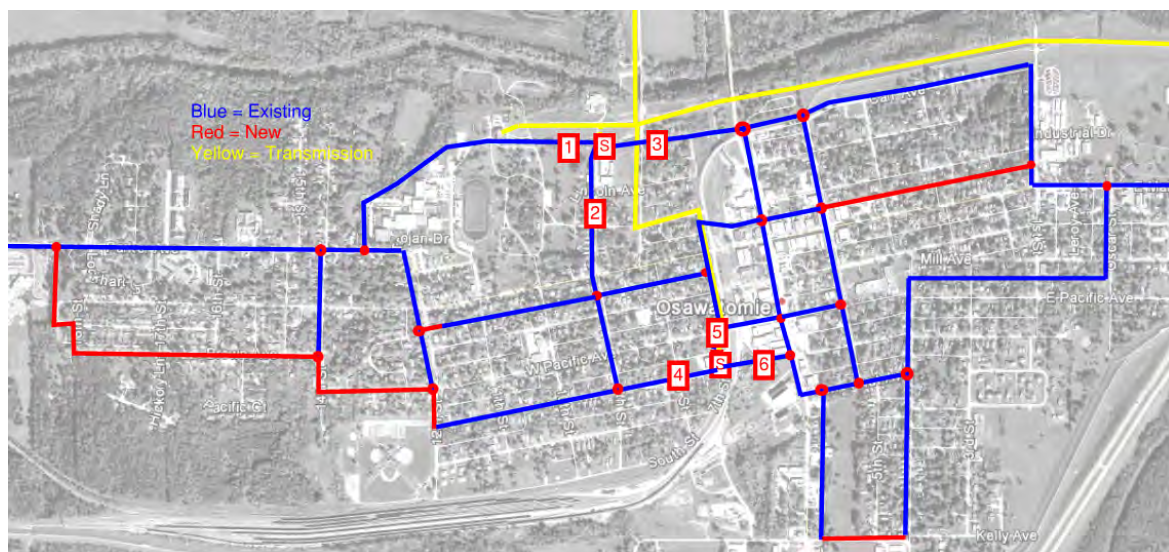


Figure 8: Distribution Circuit Loops

Figure 8 illustrates how the main loop circuits could be configured and how the circuits exit each substation. This figure only shows the main distribution loops, while ignoring taps from the main loops. In this possible configuration, each substation has three (3) distribution circuits. Throughout the distribution system, there are multiple switching points which allow for robust switching in emergency situations.

In order to determine the full implications of how best to serve the city with six (6) distribution circuits it will take a more thorough study of the system and loading involving a load flow analysis with multiple back-feeding scenarios simulated.

SECTION 3

3 Opinion of Costs

The detailed cost estimates are included in Appendix A. The total construction cost to add the six (6) generators into the system as described herein is expected to total \$2,920,000, exclusive of engineering fees. In addition, there may be some legal work internal to the city such as right-of-way and easement work that could increase the overall cost.

3.1 New Substation at 9th St & Lincoln Ave

The estimated cost for the proposed substation at 9th St & Lincoln Ave is expected to be \$2,052,000. The temporary distribution line relocations necessary to make way for construction of the substation are estimated to cost \$43,300. After the substation is completed and the system is ready to be converted to 12.47 kV, connecting the substation to the riser poles is estimated to cost \$39,600.

3.2 Modifications at 7th St Substation

The addition of the generators and substation modifications at the substation located at 7th St and Walnut Ave is expected to cost \$785,000. The detailed cost estimate is included in Appendix A.

APPENDICES

Document Name	# of Pages
Appendix A: Opinion of Costs	4



OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
November 30, 2015

Cost Estimate
Electrical Work

ITEM NO.	DESCRIPTION	Base Cost	Contingency	TOTAL
1	7th St. Substation Modifications	\$ 682,547	15%	\$ 785,000
2	Proposed New 9th St Substation	\$ 1,783,589	15%	\$ 2,052,000
3	9th St. Substation Temporary Overhead Conductor Bypass	\$ 39,329	10%	\$ 43,300
4	9th St. Substation Final Feeder Construction	\$ 35,926	10%	\$ 39,600
SubTotal				\$ 2,919,900
Escalations		0%		\$0
Total				\$ 2,920,000



OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
November 30, 2015

Cost Estimate
Electrical Work

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
7th St. Substation					
1	102	CY	Generator Concrete Pads	\$ 850.00	\$ 86,866.14
2	3	EA	Generator Install (Crane Lift)	\$ 25,360.00	\$ 76,080.00
3	2340	LF	Generator Feeder to XFMR - 9 Sets of (4) #600's	\$ 15.79	\$ 36,939.24
4	585	LF	Generator Conduit to XFMR - 9 Sets of 4" C	\$ 28.00	\$ 16,380.00
5	540	LF	Generator Control Wires	\$ 1.07	\$ 577.80
6	540	LF	Generator Control Conduits - 1" C	\$ 6.45	\$ 3,483.00
7	3	EA	Transformer Fiberglass Bases	\$ 5,000.00	\$ 15,000.00
8	3	EA	Transformer Rewinding	\$ 22,500.00	\$ 67,500.00
9	3	EA	Transformer Install	\$ 20,000.00	\$ 60,000.00
10	3	EA	Neutral Reactor/Surge Protection Cubicle	\$ 21,400.00	\$ 64,200.00
11	4.67	CY	Neutral Reactor Concrete Pad	\$ 850.00	\$ 3,966.67
12	720	LF	Generator Feeder From XFMR to Swgr - (3) #350's (FN)	\$ 12.50	\$ 9,000.00
13	240	LF	Generator Neutral From XFMR to Swgr - 350 CU	\$ 9.29	\$ 2,228.88
14	240	LF	Generator Conduit From XFMR to Swgr - 6" C	\$ 50.00	\$ 12,000.00
15	330	LF	Trenching and Backfill	\$ 5.00	\$ 1,650.00
16	3	EA	New Switchgear Feeder Sections with Relay/CB	\$ 34,778.22	\$ 104,334.67
17	1	LS	Control Programming/Generator Integration	\$ 50,000.00	\$ 50,000.00
18	900	LF	Extend Ground Grid - #4/0 Copper	\$ 6.32	\$ 5,685.30
19	20	EA	Extend Ground Grid - Connections	\$ 99.50	\$ 1,990.00
20	50	EA	Extend Ground Grid - Exothermic Welds	\$ 105.00	\$ 5,250.00
21	18	EA	Extend Ground Grid - Ground Rod	\$ 140.00	\$ 2,520.00
22	900	LF	Trenching & Backfill for Ground Grid	\$ 5.00	\$ 4,500.00
23	1160	SF	4ft W x 4" Sidewalks around Generators	\$ 7.00	\$ 8,120.00
24	1	LS	Grading	\$ 40,000.00	\$ 40,000.00
25	95	TON	Crushed Rock with Dirt Compaction & Geo-Fabric	\$ 45.00	\$ 4,275.00
SubTotal					\$ 682,546.69
Contingency				15%	\$102,382
Total					\$ 785,000



OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
November 30, 2015

Cost Estimate
 Electrical Work

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Proposed 9th St. Substation					
1	102	CY	Generator Concrete Pads	\$ 850.00	\$ 86,866.14
2	3	EA	Generator Install (Crane Lift)	\$ 25,360.00	\$ 76,080.00
3	1080	LF	Generator Feeder to XFMR - 9 Sets of (4) #600's	\$ 15.79	\$ 17,048.88
4	360	LF	Generator Conduit to XFMR - 9 Sets of 4" C	\$ 28.00	\$ 10,080.00
5	455	LF	Generator Control Wires	\$ 1.07	\$ 486.85
6	455	LF	Generator Control Conduits - 1" C	\$ 6.45	\$ 2,934.75
7	3	EA	Transformer Fiberglass Bases	\$ 5,000.00	\$ 15,000.00
8	3	EA	Transformer Rewinding	\$ 22,500.00	\$ 67,500.00
9	3	EA	Transformer Install	\$ 20,000.00	\$ 60,000.00
10	3	EA	Neutral Reactor	\$ 21,400.00	\$ 64,200.00
11	4.67	CY	Neutral Reactor Concrete Pad	\$ 850.00	\$ 3,966.67
12	675	LF	Generator Feeder From XFMR to Swgr - (3) #350's (FN)	\$ 12.50	\$ 8,437.50
13	225	LF	Generator Neutral From XFMR to Swgr - 350 CU	\$ 9.29	\$ 2,089.58
14	225	LF	Generator Conduit From XFMR to Swgr - 6" C	\$ 50.00	\$ 11,250.00
15	345	LF	Trenching and Backfill	\$ 5.00	\$ 1,725.00
16	5	EA	New Substation Switchgear Feeder Sections with Relay/CB	\$ 34,778.22	\$ 173,891.11
17	1	LS	Control Programming/Generator Integration	\$ 50,000.00	\$ 50,000.00
18	3400	LF	Ground Grid - #4/0 Copper	\$ 6.32	\$ 21,477.80
19	81	EA	Ground Grid - Connections	\$ 99.50	\$ 8,059.50
20	165	EA	Ground Grid - Exothermic Welds	\$ 105.00	\$ 17,325.00
21	75	EA	Ground Grid - Ground Rod	\$ 140.00	\$ 10,500.00
22	1	LS	Prefabricated Metal Building	\$ 121,723.78	\$ 121,723.78
23	1000	\$/Sq Ft	Building Power/Lighting/Heating/Etc.	\$ 20.00	\$ 20,000.00
24	1	EA	Building AC Panel	\$ 2,100.00	\$ 2,100.00
25	1	EA	Building DC Panel	\$ 2,000.00	\$ 2,000.00
26	1	EA	Battery Charger	\$ 4,650.00	\$ 4,650.00
27	1	EA	Battery Rack	\$ 3,000.00	\$ 3,000.00
28	1	LS	34.5 kV OH Tap Pole & Conductors	\$ 7,500.00	\$ 7,500.00
29	1	LS	Steel Structure	\$ 83,467.73	\$ 83,467.73
30	1	LS	GOAB's	\$ 33,387.09	\$ 33,387.09
31	1	LS	Arresters	\$ 12,752.01	\$ 12,752.01
32	1	LS	Bus Work	\$ 23,185.48	\$ 23,185.48
33	1	LS	Duct	\$ 4,868.95	\$ 4,868.95
34	1	EA	Grading	\$ 50,000.00	\$ 50,000.00
35	1	EA	34.5 kV Vacuum Circuit Breaker	\$ 65,000.00	\$ 65,000.00
36	41	CY	Substation Foundations	\$ 850.00	\$ 35,204.17
37	1	EA	Substation XFMR - 10 MVA	\$ 517,000.00	\$ 517,000.00
38	16	CY	Substation XFMR Foundation/Spill Basin	\$ 850.00	\$ 13,631.48
39	1640	SF	4ft W x 4" Sidewalks	\$ 7.00	\$ 11,480.00
40	166	TON	Crushed Rock with Dirt Compaction & Geo-Fabric	\$ 45.00	\$ 7,470.00
41	250	LF	6' Chain Link Fencing	\$ 25.00	\$ 6,250.00
42	1	LS	Grading	\$ 50,000.00	\$ 50,000.00
SubTotal					\$ 1,783,589.47
Contingency				15%	\$ 267,538
Total					\$ 2,052,000



OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
November 30, 2015

Cost Estimate
 Electrical Work

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9th St. Substation Temporary Overhead Conductor Bypass					
1	3	EA	Remove Existing OH Line - Poles	\$ 350.00	\$ 1,050.00
2	3807	LF	Remove Existing OH Line - Conductors	\$ 1.95	\$ 7,423.65
3	15	EA	Remove Existing OH Line - PTA's	\$ 300.00	\$ 4,500.00
4	2	EA	Temporary Re-Route - Poles	\$ 1,750.00	\$ 3,500.00
5	7860	LF	Temporary Re-Route - Conductors	\$ 1.75	\$ 13,755.00
6	13	EA	Temporary Re-Route - PTA's	\$ 700.00	\$ 9,100.00
SubTotal					\$ 39,328.65
Contingency					10% \$3,933
Total					\$ 43,300

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9th St. Substation Final Feeder Construction					
1	3	EA	New Risers	\$ 4,400.00	\$ 13,200.00
2	1155	LF	New UG Conductors	\$ 4.45	\$ 5,134.85
3	385	LF	New UG Conduit	\$ 4.87	\$ 1,876.28
4	3	EA	New Poles	\$ 1,350.00	\$ 4,050.00
5	3	EA	New PTA's	\$ 900.00	\$ 2,700.00
6	1420	LF	New OH Conductors	\$ 1.75	\$ 2,485.00
7	12	EA	Permanent Transfer/Connect to Existing Circuits	\$ 540.00	\$ 6,480.00
SubTotal					\$ 35,926.13
Contingency					10% \$3,593
Total					\$ 39,600

**THIS CONCLUDES THE
ENGINEERING STUDY
FOR THE
GENERATOR SUBSTATIONS
CITY OF OSAWATOMIE, KANSAS**



December 2 2015

City of Osawatomie, KS
Attn: Don Cawby, City Manager
439 Main Street
Osawatomie, KS 66064

RE: Osawatomie, Kansas
12 MW Generation Capacity Improvements
Amendment to Agreement No. 1
JEO Project No. 141554.03

Members of the Council:

JEO Consulting Group, Inc. (JEO) is pleased to submit this Amendment No. 1 to Agreement, originally executed on September 18, 2015, to the city of Osawatomie (Owner) for engineering services for a 12 MW Generation Capacity Improvements to the existing system. The following is our scope of services, fee, timeframe and a list of items that will need to be provided by the Owner for this Amendment.

A study and report phase was completed with recommendations to add six MW generation at the existing 7th Street and West Walnut Avenue substation, and construct a new substation with six MW generation at a proposed site near 9th Street and Lincoln Avenue. The project will be prepared in three phases to facilitate the most expeditious installation of generation at the existing substation and feasible bid packages. The three phases are more defined as follows:

Phase 1 - design, bidding and construction to add six MW generation (three - two MW Generators) to the existing 7th Street substation with additional switchgear added to the switchgear line up. Substation secondary voltage would remain 4.16/2.4 kV until the distribution voltage upgrade is completed.

Phase 2 - bidding for proposed substation 10 MVA transformer

Phase 3 - design, bidding and construction of a new substation on 9th Street (with the installation of the 10 MVA transformer from Phase 2), 12.47/7.2 kV distribution voltage, building with metalclad switchgear and breakers, six MW generation (three - two MW Generators), three distribution circuits with one spare.

Scope of Services:

1 Design Phase

1.1 Coordinate and draw preliminary field surveys:

- a. Incorporate known utilities on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.) from Owner provided electronic survey file(s).
- b. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, other known utilities resulting from the surveys performed.

- 1.2 Provide assistance to obtain a proposal for geotechnical services for both the existing 7th Street and West Walnut Avenue location and the proposed substation and generation location near 9th Street and Lincoln Avenue. Owner responsible to execute an agreement with a Geotechnical Investigation firm and pay all costs for said services. Engineer will provide guidance on number and depth of bores necessary.
- 1.3 Provide air emission permitting (by sub-consultant) for permitting. Services to include completing required calculations for emissions from new generators (at each proposed location). The permitting will indicate the stack heights for the proposed generators. Any sampling required during the permitting process is NOT included in this scope of services and fee, however can be provided if required.
- 1.4 Complete field investigation to verify existing data (utilities, topographic survey, etc.) and conduct a plan-in-hand with the Owner (or Owner's representative) to review plans. Timing of the plan-in-hand will be dependent on the field survey completion. (One meeting)
- 1.5 Prepare preliminary layout of proposed generators at the existing substation at 7th Street and West Walnut Avenue, and proposed substation and generators at the proposed site near 9th Street and Lincoln Avenue, with infrastructure connections and coordinate with Owner (or Owner's representative). (Same meeting as plan-in-hand)
- 1.6 Incorporate information obtained from the plan-in-hand into plans.
- 1.7 Prepare preliminary layout of remote control panels (locations to be determined) and develop how it will be incorporated into existing operations.
- 1.8 Prepare one-line diagrams of proposed generators and controls with connections to existing substation (7th Street and West Walnut Avenue) and the proposed substation (9th Street and Lincoln Avenue). A separate one-line diagram will be prepared for each location.
- 1.9 Completion of Design – *Phase 1 (existing substation modifications and proposed generation at 7th Street and West Walnut Avenue)*
 - a. Prepare preliminary substation modification and generation. The major components of the substation modifications and proposed generation are proposed to include:
 - i. Add three generator breakers to existing medium-voltage metal-clad switchgear.
 - ii. Utilize existing pad mounted transformers (previously purchased with generators)
 - iii. Ground grid and neutral reactors
 - iv. Prepare design of generator footings and bases.
 - v. Site civil design
 - vi. Spill containment provisions
 - vii. Develop the design for the supply air and exhausting required for the generator.
 - viii. Coordination with Kansas City Power and Light (KCP&L) in regards to the existing sub-station proposed connections.
 - ix. General layout of major items
 - x. Security fencing additions and modifications

- b. Prepare a 70% complete set of plans for *Phase 1*. Plans to include the following plan sheets:
 - i. Title sheet
 - ii. Abbreviation sheet
 - iii. Location sheet
 - iv. Plan sheet for one-line diagram for existing substation modifications and proposed generation
 - v. Plan sheet for grading plan and site civil improvements
 - vi. Plan sheets for generator layouts
 - vii. Plan sheets for electrical improvements for connection to existing substation switchgear
 - viii. Plan sheet for ground grid and neutral reactors
 - ix. Plan sheet for generation and substation controls
 - c. Perform an internal 70% complete quality assurance/quality control (QA/QC) review of the plans.
 - d. Incorporate comments from the 70% complete QA/QC review.
 - e. Prepare Engineer's 70% complete opinion of construction cost for the proposed substation and generation system improvements.
 - f. Present completed 70% complete design and review in detail with the Owner (or Owner's representative) and make corrections noted during this process. (One meeting.)
 - g. Advance the 70% complete plans to 90% complete plans and develop technical specifications to support the plans.
 - h. Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required, all subject to the approval of the Owner's legal counsel. The forms of contract will be the same for all three bid packages, thus only one review by Owner's legal counsel is planned.
 - i. Prepare 90% complete opinion of construction cost.
 - j. Perform QA/QC of 90% complete plans and specifications.
 - k. Incorporate comments from the 90% complete QA/QC review.
 - l. Finalize plans and specifications subject to Owner's approval.
 - m. Present (via phone conference) completed final design documents and opinion of construction costs for generator addition to the existing 7th Street substation (plans, specifications and contract documents) to Owner's representative for approval. Owner's representative to obtain Owner's approval of final documents.
- 1.10 Completion of Design – *Phase 2 (substation transformer only)*
- a. Prepare preliminary specification and bidding documents for one substation transformer.
 - b. Prepare final specification and bidding documents for one substation transformer. Substation transformer specification will be prepared separately from the substation and generation construction specifications.

- c. Present preliminary specification for substation transformer opinion of construction costs for substation transformer, and review in detail with the Owner (or Owner's representative) and make corrections noted during this process. (One meeting at the same time of the 70% complete meeting for Phase 3.)
 - d. Present (via phone conference) completed final design documents and opinion of construction costs for substation transformer (specifications and contract documents) to Owner's representative for approval.
Owner's representative to obtain Owner's approval of final documents.
- 1.11 Completion of Design – *Phase 3 (proposed substation and generation at 9th Street and Lincoln Avenue)*
- a. Prepare preliminary substation and generation plans. The major components of the substation and generation are proposed to include:
 - i. 34.5 kV primary steel structure with 34.5 kV metering
 - ii. 34.5 kV sub-transmission circuit breaker
 - iii. LTC type transformer
 - iv. Pre-engineered metal building, approximately 1,000 square feet, complete with appropriate heating, ventilation and air conditioning (HVAC) to house the medium-voltage metal-clad switchgear with a main breaker, four feeder breakers and three generator breakers.
 - v. Utilize existing pad mounted transformers (previously purchased with generators)
 - vi. Coordination with the sub-transmission line in regards to clearances and connections.
 - vii. Ground grid and neutral reactors
 - viii. Spill containment provisions
 - ix. Site civil design
 - x. Concrete footing and foundation requirements for substation, and associated flatwork
 - xi. Prepare design of generator footings and bases.
 - xii. Develop the design for the supply air and exhausting required for the generators.
 - xiii. Coordination with Kansas City Power and Light (KCP&L) in regards to the proposed sub-station clearances and proposed connections.
 - xiv. General layout of major items
 - xv. Security fencing
 - b. Provide preliminary sub-transmission line layout from existing sub-transmission line west of 8th Street, south of the levee, to the proposed substation near 9th and Lincoln, and coordinate with Owner.
 - c. Provide preliminary itemized unit assembly detail drawing quantities for proposed sub-transmission line, as necessary.
 - d. Prepare a 70% complete set of plans for *Phase 3*. Plans to include the following plan sheets:
 - i. Title sheet
 - ii. Abbreviation sheet
 - iii. Location sheet
 - iv. Plan sheet for grading plan and site civil improvements
 - v. Plan sheets for proposed substation

- vi. Plan and profile sheets for the sub-transmission line
- vii. Plan sheet for one-line diagram for proposed substation and proposed generation
- viii. Plan sheets for generator layouts
- ix. Plan sheets for pre-engineered building, including foundations, HVAC, lighting, metal-clad switchgear, dc power supply, etc.
- x. Plan sheet for ground grid and neutral reactors
- xi. Plan sheet for generation and substation controls
- e. Perform an internal 70% complete quality assurance/quality control (QA/QC) review of the plans.
- f. Incorporate comments from the 70% complete QA/QC review.
- g. Prepare Engineer's 70% complete opinion of construction cost for the proposed substation and generation system improvements.
- h. Present completed 70% complete design and review in detail with the Owner (or Owner's representative) and make corrections noted during this process. (One meeting.)
- i. Advance the 70% complete plans to 90% complete plans and develop technical specifications to support the plans.
- j. Prepare 90% complete plans and specifications. Plans and specifications to include:
 - i. Revise and advance plan sheets from the 70% complete set.
 - ii. Insertion of additional design detail sheets.
 - iii. Prepare detailed final plans and itemized quantities of unit assembly detail drawings for sub-transmission line, as necessary, for construction.
 - iv. Prepare staking sheets for material bidding purposes of unit assembly details.
 - v. Completion of the special provisions section of the specifications.
- k. Prepare 90% complete opinion of construction cost.
- l. Perform QA/QC of 90% complete plans and specifications.
- m. Incorporate comments from the 90% complete QA/QC review.
- n. Finalize plans and specifications subject to Owner's approval.
- o. Present (via phone conference) completed final design documents and opinion of construction costs for generator addition (plans, specifications and contract documents) or Owner's representative for approval. Owner's representative to obtain Owner's approval of final documents.

2 Bidding and Negotiation Phase

- 2.1 Assist with conducting bidding and negotiation for one (1) bid package for the existing substation modifications and generation improvements *{Phase 1}* with the expectation for one (1) prime contractor.
- 2.2 Assist with conducting bidding and negotiation for one (1) bid package for the substation transformer *{Phase 2}*.
- 2.3 Assist with conducting bidding and negotiation for one (1) bid package for the proposed substation and generation improvements *{Phase 3}* with the expectation for one (1) prime contractor.

- 2.4 Obtain approval of existing substation modification and generation improvements *{Phase 1}* plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of a Notice of Public Hearing to be placed into publication.
- 2.5 Obtain approval of substation transformer *{Phase 2}* specification and authorization to advertise for bids from Owner and assist Owner with the development of a Notice of Public Hearing to be placed into publication.
- 2.6 Obtain approval of substation and generation improvements *{Phase 3}* plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of a Notice of Public Hearing to be placed into publication.
- 2.7 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms for all bid packages.
- 2.8 Furnish copies of plans, specifications, and contract documents for all bid packages of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable cost established for the documents.
- 2.9 Prepare Addenda as necessary to provide clarification during bid solicitations.
- 2.10 Assist the Owner in securing construction bids for the project.
- 2.11 Assist the Owner at the bid opening for the existing substation modifications and generation improvements *{Phase 1}*. (One meeting)
- 2.12 Assist the Owner at the bid opening for the substation and generation improvements *{Phase 3}*. (One meeting)
- 2.13 Tabulate and analyze construction bids, for all bid packages, with report and recommendation to the Owner, together with advice and assistance to the Owner in award of construction contracts.
- 2.14 Prepare and submit necessary information to the Owner for project award approval for the existing substation modifications and generation improvements *{Phase 1}*.
- 2.15 Prepare and submit necessary information to the Owner for project award approval for the substation transformer *{Phase 2}*.
- 2.16 Prepare and submit necessary information to the Owner for project award approval for the substation and generation improvements *{Phase 3}*.
- 2.17 Prepare contract documents for execution by contractor *{Phase 1}*, supplier/manufacturer *{Phase 2}* and contractor *{Phase 3}* and the Owner, with approval by (Owner and) Owner's legal and insurance counsel(s).

3. Construction Phase, Basic Services

- 3.1 Schedule and conduct a Pre-construction Conferences, consisting of two (2) meetings prior to construction beginning of Phase 1 and Phase 3. These conferences (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor(s), review any requirements of the Contractor for locates and staking needs, etc.

- 3.2 Review shop drawings (submittals) and related data supplied by the Contractor(s). This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them, which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
 - 3.3 Field observation for compliance with plans and specifications.
 - 3.4 Coordinate materials testing during construction. Material testing shall be completed by a geotechnical firm. Costs associated for these services to be paid by Owner.
 - 3.5 Review materials testing data.
 - 3.6 Facilitate and conduct monthly progress conference calls with Owner and Contractor, including providing the agenda and meeting minute reports (via electronically).
 - 3.7 Provide written progress updates for the City Council meetings for their review.
 - 3.8 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
 - 3.9 Assist in providing interpretation of Plans and Specifications with Contractor and Owner.
 - 3.10 Consult with and advise Owner (or Owner's representative) during construction in regards to all aspects of the project.
 - 3.11 Conduct witness testing of the substation transformer.
 - 3.12 Conduct a final inspection of the project (Phase 1 and 3) with the Contractor and Owner (or Owner's representative) to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.
 - 3.13 Review the Operation and Maintenance manuals provided by the Contractor/suppliers.
 - 3.14 Recommend to the Owner the substantial completion and acceptance of each project phase and complete the necessary certificates. These recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents. Conduct final inspections (with Contractor and Owner) of project for determining Substantial Completion, subsequent inspection with Owner to verify completion, and authorize final payment application.
- 4 Construction Phase, Resident Project Representation Services
- 4.1 The Resident Project Representation (RPR) will be provided part-time during the entire construction phase for the observation of the project (estimated 300 hours). The RPR will assist the Engineer with the following tasks:
 - 4.2 The RPR will assist the Engineer with the following tasks:
 - a. Review the progress schedules and schedule of values.
 - b. Communicate with the Engineer in regards to suggestions and recommendations made by the Contractor.
 - c. Conduct on-site observations of the Contractor's work and report their progress to the Engineer.

- d. Consult with the Engineer in regards to scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
 - e. Engineer to provide relay settings to contractor and be onsite to observe coordination of breaker/relay operations and controls.
 - f. Maintain reports of inspections, progress, and other pertinent construction data and questions during the construction phase.
 - g. Review payment applications from the Contractor for compliance with the established procedures.
 - h. Participate in progress conference calls.
- 4.3 Assist with relay settings and startup of proposed substation equipment.
- 4.4 Assist with relay settings and startup of generators.

5 Post Construction Phase

- 5.1 Provide 6 and 11 month follow ups with Owner in regards to any warranty items. Communicate with Contractor regarding warranty items. Up to 40 hours is budgeted to assist and ensure generation system and controls are operating properly.

6 Fee

- 6.1 The fee to provide design, bidding and negotiation and construction phase services is an estimated \$316,810.00. At this time up to 300 hours of RPR services is anticipated; however depending on the Contractor selected, the Construction Phase RPR may be adjusted and will be coordinated ahead of the services being provided.
- 6.2 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule, only with prior approval by Owner.

6.3	Fee	
	Design Phase	\$185,290.00
	Bidding and Negotiation Phase	\$ 16,100.00
	Construction Phase, Basic Services	\$ 65,340.00
	Post Construction Phase	<u>\$ 6,400.00</u>
	Subtotal	\$273,130.00
	Resident Project Representation, estimated hourly	\$ 43,680.00
	Total	\$316,810.00

7 Payment

- 7.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

8 Time Frame

8.1 We anticipate the design of Phase 1 and Phase 2 to be completed by March 1, 2016 and Phase 3 to be completed by May 1, 2016, subject to coordination with the City of Osawatomie, Kansas with anticipation for bidding Phase 1 and 2 projects in May 2016 and Phase 3 in July 2016; and construction of Phase 1 to be completed by September 2016 and Phase 3 by August 2017. More detailed milestones are as follows:

	<u>Task</u>	<u>Completion Date</u>
a.	70% Complete, Phase 1	February 1, 2016
b.	100% Complete, Phase 1	March 1, 2016
c.	100% Complete, Phase 2	March 1, 2016
d.	70% Complete, Phase 3	March 1, 2016
e.	100% Complete, Phase 3	May 1, 2016
f.	Bidding and Negotiation, Phase 1	May 15, 2016
g.	Bidding and Negotiation, Phase 2	May 15, 2016
h.	Bidding and Negotiation, Phase 3	July 15, 2016
i.	Construction Services, Phase 1	September 1, 2016
j.	Construction Services, Phase 2	March 1, 2017
k.	Construction Services, Phase 3	August 1, 2017

9 Owner Responsibility

9.1 The Owner must provide access to all substations and properties where proposed improvements will be placed, etc.

9.2 Complete preliminary field surveys:

- a. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
- b. Conduct a topographic survey of the area for the proposed generator improvements including the existing substation site (7th Street and West Walnut Avenue), the proposed substation and generation site located near 9th Street and Lincoln Avenue and alignment for the sub-transmission line to the north of the proposed substation to the existing 34.5 kV sub-transmission line north of the site.
- c. Survey the locations of all physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees and landscaping, etc.).
- d. Schedule utility location information (a One-Call Utility located request will be made) and collect data during preliminary survey (gas, telephone, electric, water, sanitary sewer, communications, etc.).
- e. Perform utility mapping, which includes locating all above ground structures and identifying the use of the buildings for a half block each direction from the proposed generator sites (both the existing substation site and the proposed site near 9th Street and Lincoln Avenue), for the required air emission permitting.

- f. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, other known utilities resulting from the surveys performed and provide raw data (i.e. point file) for Engineer's use in developing the proposed plan sheets.

10 Exclusions

- 10.1 Services necessary for zoning assistance for proposed substation and generation site near 9th and Lincoln Avenue (i.e. rezoning procedures, text amendments, variances, etc.).
- 10.2 Distribution system voltage upgrade plans.
- 10.3 Existing power plant voltage upgrade modifications.
- 10.4 Abandonment/removal of existing generation.
- 10.5 Preparation of any applications, permits, attendance at meetings or other requirements for Kansas Department of Health and Environment or other regulatory commission(s) or agency(s), not included previously in this scope of services.
- 10.6 Attendance on site for monthly progress meetings.
- 10.7 Attendance at Owner's city council meetings, other than those meetings identified previously in this scope of services.
- 10.8 Attendance at bid letting for the substation transformer *{Phase 2}*.
- 10.9 Attendance at Owner's city council meetings for award of bids for all contracts.
- 10.10 Geotechnical investigation of subsurface soils conditions.
- 10.11 Land rights and ownership.
- 10.12 Wetland delineations, Phase I Environmental Site Assessments, Phase II Environmental Site Assessments.
- 10.13 Floodplain, Corps 404, or other environmental permitting.
- 10.14 Environmental remediation actions, plans, permits, etc.
- 10.15 SWPPP preparation, administration and inspections.
- 10.16 Any permit fees associated with permit applications.
- 10.17 Special meetings and meetings not outlined in the Scope of Services.
- 10.18 Updates to the electrical distribution GIS plat maps (existing and proposed).

If the above Scope of Services for this Amendment No. 1 meets with your approval please return one signed copy of this letter to our Norfolk Office and retain the original for your records. If you have any further questions or comments please do not hesitate to call.

Respectfully submitted,



David R. Peterson, P.E.
Electrical Department Manager

DRP:skw

Proposal Accepted:

City of Osawatomie, Kansas

Attest

By _____

By _____

Title _____

Title _____

City Clerk

Date _____

Date _____

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

City of Osawatomie
Proposed Generator Substation Project Budget
12 MW (6-2,000 KW)

		Total
1	Generator Purchase	\$ 1,600,000.00
2	Generator Delivery	\$ 220,000.00
3	Generator Warranty Extended Warranty	\$ 90,000.00
4		
5	7th Street Sub Modifications 15% Contingency Included	\$ 785,000.00
6	7th Street Sub Feeder Mod (1) 10% Contingency Included	\$ 39,600.00
7	9th Street Substation 15% Contingency Included	\$ 2,052,000.00
8	9th Steet Sub Temp Dist (2) 10% Contingency Included	\$ 43,300.00
9		
10	Generator Megger Testing	\$ 6,000.00
11	Generator Engine Testing Budget	\$ 27,000.00
12	Gen Load Testing (Insp & Service) Budget	\$ 31,200.00
13		
14	Geneator #2 Repairs	\$ 150,000.00
15		
16	New Building	\$ 450,000.00
17	Dual Fuel Conversion	
18	Additional Unknowns/Risk	\$ 104,840.00
19	Subtotal	\$ 5,598,940.00
20	Overall Project Contingencies Budget ??%	
21	Survey	
22	Engineering Austin, NM Site Visit	\$ 3,840.00
23	Engineering Gen Transport/Study and Report	\$ 23,400.00
24	Air Permitting/Engineering Amendment 12/10/2015	\$ 316,810.00
25	Legal	
26	Total Project Opinion of Cost	\$ 5,942,990.00
27	City Budget	\$ 5,848,570.00
	Over/(Under) Budget	\$ 94,420.00

Notes

- 1 To be determined after survey
- 2 To be coordinated with City

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: **Special Purpose Vehicles**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On August 13, the City Council tabled the matter of Special Purpose Vehicles until the first regular meeting in December. The information from that meeting is included in with this memo.

Under current law, all special purpose vehicles are not allowed on City streets unless operated by a government entity.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Consider the proposed ordinance or direct staff to return with an amended version for consideration.



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 10, 2015

AGENDA ITEM: **Special Use Vehicles**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On August 13, at the request of the Council, we provided a draft of an ordinance covering several issues surrounding golf carts and other special use vehicles on City streets. The ordinance was reviewed and suggestions were made for changes to the ordinance – annual registration and removing ATVs from special use vehicle permits. Attached is a draft with those recommendations incorporated.

I have also reviewed the Utility Vehicle (UTV) issue after the public comment at the August 27 meeting. After seeing the UTVs and reviewing how they fit into the ordinance, I have made some modifications based upon the issue of possible speeds of the vehicles. The current definition of Work-Site Utility Vehicle is broad enough to cover all UTVs, both a traditional “Gator” or “Mule” as well as the off-road recreational vehicles you saw at the last meeting. I have made modifications in an attempt to separate true “work” UTV which seem to be more compatible with the concept of approving golf carts. The “recreational” vehicle I believe is more in line with the ATV issue, so I have modified the ordinance so that they are treated like ATVs. The limitation I have proposed will be that work vehicles must have a maximum speed of 50 miles and hour and also have a substantial (3 ft.) length of bed. These seem to be the major differences between work and recreational type UTVs.

I have included information from the Police Department about ATVs and issues related to their safety on public roads.

COUNCIL ACTION NEEDED: Review and discuss the proposed ordinance.

STAFF RECOMMENDATION TO COUNCIL: Amend as necessary, consider for approval, or slate for action at a later date.

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; AND CREATING A NEW CHAPTER 12, ARTICLE 10 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE

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, has a maximum speed of 50 miles per hour and equipped with a bed or cargo box for hauling materials of no less than 36 inches in length.

(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 (ATV)” 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) “Recreational Off-Highway Vehicle (ROV)” means any means any worksite utility vehicle having a maximum speed over 50 miles per hour, whether or not equipped with a bed or cargo box for hauling materials.

(f) “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.

(g) “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.

(h) “Special purpose vehicle” means golf cart, work-site utility vehicle, and micro-utility vehicle, either individually or collectively, but does not include all-terrain vehicle, recreational off-highway vehicle, 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 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.
- (4) No golf cart or work-site utility vehicle with a maximum speed of 25 miles per hour or less 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.
- (5) 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) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(b) 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.

(c) 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.

(d) 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.

(e) 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) An annual 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) and shall be for all or any part of a calendar year, with no prorated fees for a partial year.

(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.
- (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 Recreational Off-Highway Vehicles, Pocket Bikes, and Motorized Scooters Prohibited.

The operation of recreational off-highway vehicles, 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 the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provisions 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. The Code of the City of Osawatomie is hereby amended to create a new Article 10 in Chapter 12 to read as follows:

ARTICLE 10. LEVEES AND DAMS

12-1001 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.

12-1002 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).

Section 3. 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 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from on November 1, 2015, 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 10th day of September, 2015.

APPROVED AND SIGNED by the Mayor.

—

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Ann Elmquist
City Clerk

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; AND CREATING A NEW CHAPTER 12, ARTICLE 10 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE

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, has a maximum speed of 50 miles per hour and ~~may be~~ equipped with a bed or cargo box for hauling materials of no less than 36 inches in length.

(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 (ATV)" 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) "Recreational Off-Highway Vehicle (ROV)" means ~~any means any~~ worksite utility vehicle having a maximum speed over 50 miles per hour, whether or not equipped with a bed or cargo box for hauling materials.

~~(e)~~

(~~e~~)(f) "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~~)(g) "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~~)(h) "Special purpose vehicle" means golf cart, work-site utility vehicle, and micro-utility vehicle ~~and all terrain vehicle~~, either individually or collectively, but does not include all-terrain vehicle, recreational off-highway vehicle, 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:

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(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)~~(3) 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)~~(4) No golf cart or work-site utility vehicle with a maximum speed of 25 miles per hour or less 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)~~(5) 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)~~(a) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

~~(b)~~ 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.

~~(c)~~ 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.

~~(d)~~ 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.

~~(e)~~ 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) An annual ~~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) and shall be for all or any part of a calendar year, with no prorated fees for a partial year.

(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.

(6)

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14-605 Recreational Off-Highway Vehicles, Pocket Bikes, and Motorized Scooters Prohibited.

The operation of recreational off-highway vehicles, 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 provisions 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.

(b)

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Section 2. The Code of the City of Osawatomie is hereby amended to create a new Article 10 in Chapter 12 to read as follows:

ARTICLE 10. LEVEES AND DAMS

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12-1001 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.

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(a) **12-1002 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).

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Section 23. 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 43. EFFECTIVE DATE. This ordinance shall take effect and be in force from on November 1, 2015, 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 10th day of September, 2015.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Ann Elmquist
City Clerk

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: **Municipal Investment Pool Authorization**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The State of Kansas created the Municipal Investment Pool (MIP) to allow cities to have an alternative to local banks to place excess funds. The City currently has an MIP account and keeps a nominal amount in the account so it isn't closed.

Staff is requesting the approval of a new resolution to reauthorize the MIP. First, the pool information is out of date and needs to be updated. All current officials on the account are no longer with the City. Second, the MIP will be used to provide a tool to temporarily place the bond proceeds for the generation project. In order to place the \$5.8 million locally, the City will need to have securities pledged by the bank to cover any losses over FDIC coverage. The MIP already has those pledges in place and will allow us time to secure the long-term placement of the funds.

COUNCIL ACTION NEEDED: Review and discuss the proposed resolution.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed resolution as presented.

RESOLUTION NO. ____

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION CONSENTING TO THE PARTICIPATION OF THE CITY OF OSAWATOMIE, KANSAS IN THE MUNICIPAL INVESTMENT POOL, A KANSAS PUBLIC FUNDS INVESTMENT POOL; AND DESIGNATING WHOM IS AUTHORIZED TO EXECUTE DOCUMENTS AND MAKE DEPOSITS AND WITHDRAWALS.

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto,

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

SECTION ONE: The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is _____.

SECTION TWO: The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

List officers or employees authorized to execute documents and make deposits and withdrawals:

Mayor: Signature _____
L. Mark Govea

City Manager: Signature _____
Donald R. Cawby

City Clerk: Signature _____
Tammy Seamands

SECTION THREE: Notice required by the PMIB's Municipal Investment Pool Participant Policy shall be provided to:

Contact Person: Tammy Seamands, City Clerk
Address: PO Box 37, Osawatomie, KS 66064
Telephone: 913-755-2146
Fax No.: 913-755-4164
Email: _____

SECTION FOUR: That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

SECTION FIVE: This Resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of December, 2015, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: Request to Purchase Pipeline Video Inspection System

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: Public Law 84-99, or PL 84-99, grants the United States Corps of Engineers (USACE) the legal authority to conduct emergency preparation, response, and recovery activities and to supplement local efforts in the repair of flood control works that are damaged by floods under its Rehabilitation and Inspection Program (RIP). The RIP consists of a process to inspect flood control works to determine whether they qualify for future potential rehabilitation assistance and the provision of rehabilitation assistance to those projects with Active status that are damaged in a flood or coastal storm event.

To retain an Active status, flood control works must continue to meet inspection criteria set by the USACE. Continuing Eligibility Inspections (CEIs) are conducted periodically by the USACE to ensure that projects Active in the RIP continue to meet USACE standards, and to determine whether the Sponsor's maintenance program is adequate. As a requirement of the CEI, the condition of all interior drainage system pipes passing under or through the levee embankment must be verified using television camera video or visual inspection methods every five years. However, 13 of our levee system's 15 interior drainage system pipes are 30 inches in diameter or smaller. Visual inspection of these pipes is not an option. Following inspection, a report must then be created and provided to USACE for their review. The interior drainage system pipes for our levee system were last inspected in 2011. Therefore, they are due for another inspection prior to next year's CEI. After receiving estimates, either written or verbal, from several pipe inspection companies, the estimated average cost to contract out the inspection was determined to be about \$16,000 to \$18,000.

City staff decided to research the cost of purchasing or renting a pipeline video inspection system to perform the inspections in-house. The estimated cost to purchase a new pipeline video inspection system was determined to be about \$75,000 to \$90,000. The estimated cost to purchase a refurbished

system was about \$40,000 to \$60,000. The estimated cost to rent a system was about \$10,000 to \$13,000 (2 weeks to complete the inspection at \$5,000 to \$6,500 per week).

Cost Summary of Options

Contractor Inspection	\$16,000 to \$18,000
Purchase New System	\$75,000 to \$90,000
Purchase Refurbished System	\$40,000 to \$60,000
Rent System	\$10,000 to \$13,000

City staff desired to purchase a refurbished pipeline video inspection system because, in addition to the inspection of the levee system’s interior drainage system pipes, the system can also be used to inspect the City’s sanitary and storm sewer pipelines. Also, the purchased system would be used to inspect the levee system’s interior drainage system pipes again for the 2021 CEI. City staff decided to issue a Request for Proposal and Bid in September to determine the exact cost of a refurbished system. Two vendors, Red Equipment and Key Equipment, submitted a proposal and bid (attached). Over the past 2 weeks, both vendors brought their proposed systems for demonstration to City staff. Price, product, safety, ease of operation, quality of images, reliability of service and delivery were considered in determining which system would best serve the City. Staff members present for the demonstrations and involved in the selection of the desired system were Bill Roseberry, Terry Upshaw, and Johnny Rayl.

Refurbished Pipeline Video Inspection Systems Differentiating Elements	
Envirosight System from Key Equipment	Cues System from Red Equipment
Capable of inspecting pipes with diameters between 6 and 36 inches	Capable of inspecting pipes with diameters between 8 and 36 inches
6-month warranty	3-month warranty
Steerable	Non-steerable
Includes inclinometer to determine pipe slope	Does not include inclinometer
New transmission cable	Slightly-used transmission cable

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the purchase of the refurbished EnviroSight pipeline video inspection system from Key Equipment mounted in an Outpost Inspection Enclosure for \$46,577. The following provides differentiating elements between the two proposed systems:

REQUEST FOR PROPOSAL AND BID

Pipeline Video Inspection System

City of Osawatomie, Kansas

September 14, 2015

INVITATION

The City of Osawatomie (hereinafter "City") invites bidders to submit a proposal and bid to provide a new or refurbished color-video pipeline inspection system. The inspection system shall be portable and ready for operation upon delivery. The system shall be capable of conducting video inspection of pipes having diameters between 6 and 48 inches.

A copy of this Request for Proposal and Bid, the Proposal and Bid Form and the Specifications may be obtained from Osawatomie City Hall, 439 Main Street, Osawatomie, Kansas, between the hours of 8:00 A.M. and 4:30 P.M. or may be downloaded from the City's website at www.osawatomiaks.org.

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the Specifications document or any part thereof. Every request for such a consideration shall be made in writing to the City. Based upon such inquiry, the City may choose to issue an Addendum in accordance with the statutes of the State of Kansas. Addendums, if any, will be posted to the website. These must be acknowledged on the Proposal and Bid Form submitted by the bidder.

Proposals and bids must be received by the City Clerk at City Hall, 439 Main Street, Osawatomie, Kansas, no later than 4:00 P.M. Central Time, Friday, October 2, 2015. Late proposals and bids will not be accepted.

SCOPE OF PROPOSAL

The equipment must be able to provide quality and reliable video footage for pipes ranging between 6 and 48 inches in diameter and a user-friendly operating system. Bidders may be asked to provide a demonstration of the equipment and/or software to demonstrate the capabilities of the system. The scope shall include the following:

1. Steerable Motorized Crawler (New or Refurbished)
2. Pan/Tilt Color Zoom Camera (New or Refurbished)
3. Handheld Operator Pendant (New or Refurbished)
4. Wireless Controller (New or Refurbished)
5. Motorized Automatic Cable Drum (New or Refurbished)
6. Lightweight Heavy-Duty Transmission Cable (New)

BIDDER QUALIFICATIONS

Bidders to this request shall be able to demonstrate the capability of proposed equipment that can comply with the following minimum requirements:

- Performance of equipment with similar complexity and quality requirements on a continuing basis during the past year.
- References from three (3) customers of similar equipment in the last three (3) years, including contact names and titles.
- The equipment to be furnished shall be the product of a qualified firm that is regularly engaged in the manufacture and supply of this equipment.
- Warranty shall include parts and service. Warranty shall state that the equipment may be returned to the vendor at no cost to the City and that the vendor shall supply comparable equipment or have replacement equipment provided within 2 weeks to the City at no cost to the City for a period of 36 months after the date of purchase. If the manufacturer's local service center is unable to repair and have ready to return any component of the system within 2 weeks of receipt from the City, the local service center shall deliver comparable equipment to the City.

EVALUATION

In comparing the submitted proposals, consideration will be based on best value. The successful bidder will be the one whose product is judged to best serve the interests of the City when price, product, safety, ease of operation, quality of images, reliability of service and delivery are considered. A team of at least three staff members will perform evaluation of the proposals submitted. Criteria used in evaluating the proposals will include items, such as:

1. Conformance to the Request for Proposal and Bid and Specifications
2. Ease of Operation
3. Quality of Video and Images
4. Quality Reporting Software
5. Delivery and Warranty
6. Equipment Serviceability
7. Past Performance
8. Cost

The City reserves the right to reject any or all proposals and bids or any part thereof, and to waive any minor technicalities.

CONSIDERATIONS

The Specifications herein state the minimum requirements of the City. All proposals and bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" and reject any proposal not prepared and submitted in accordance with the Proposal and Bid Form and the Specifications, or any proposal and bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specifications.

EQUIVALENT PRODUCT

Proposals will be accepted for consideration on any make or model that is equal or superior to the video inspection system specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Failure to divulge areas of non-compliance in bidder's proposal may be grounds for rejection of video inspection system at time of, or within 90 days of, delivery. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified in writing by the bidder at the time of proposal submission to have been in prior successful use. Failure to submit written certification for non-standard units may cause the City to deem the proposal "non-responsive" and rejected without further review. If requested by the City, the bidder must be prepared to provide an in-field demonstration of unit similar to the one proposed. Failure to provide a satisfactory in-field demonstration within two weeks of request by the City may cause the City to deem the proposal "non-responsive" and rejected without further review.

DEVIATIONS

It shall be the bidder's responsibility to carefully examine each item of the Specifications. Failure to offer a completed Proposal and Bid Form or failure to respond to each section of the Specifications (COMPLY: YES NO) may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the Specifications will be cause for automatic rejection.

The bidder must include a separate sheet where any and all deviations to the Specifications are listed. The City understands that manufacturers design systems with different features. This listing is therefore integral to the City's determination of an equivalent product. Each deviation must reference the listed specification, alphanumerically if necessary, and explain in full detail how the proposed system is different. Each separate sheet attached to the proposal shall show the company name, bidder name, page number, and shall be signed and dated by the bidder.

Please include this sheet as the cover for your proposal and bid. Mark proposals and bids as follows:

**“Sealed Proposal and Bid to the City of Osawatomie
for Pipeline Video Inspection System”**

Hand Deliver to: City Clerk
Osawatomie City Hall
439 Main Street
Osawatomie, Kansas 66064

Mail to: City Clerk
City of Osawatomie
P.O. Box 37
Osawatomie, Kansas 66064

Proposals and bids will be accepted until 4:00 P.M. Central Time, Friday, October 2, 2015.

Description of Pipeline Video Inspection System: This proposal and bid shall include a complete color-video pipeline inspection system ready for operation. The system will be capable of the inspecting pipes having diameters between 6 and 48 inches.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Product Provided: _____

Bid Price (in words and numbers including taxes and fees, FOB destination):

Payment Terms for Bid (see below): _____

Date of Bid Expiration: _____

Anticipated Delivery Date: _____

Addendums Acknowledged: _____

PROPOSAL AND BID FORM
Pipeline Video Inspection System
City of Osawatomie, Kansas

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Company Name: Key Equipment & Supply Co

Address: 6716 BERGER AVE KANSAS CITY KS

Contact Person: KENT FAHNHOLZ

Telephone: 913-371-8260 Email: KENT@KEYEQUIPMENT.COM

Product Provided: ENVIRO-SIGHT POWER 125 (PRO OWNED)

Bid Price (in words and numbers including taxes and fees, FOB destination): \$54,527.00
Fifty four thousand five hundred twenty seven and 00/100

Payment Terms for Bid (see below): 95% upon DELIVERY - 5% AT 90 DAYS

Date of Bid Expiration: 30 DAYS

Anticipated Delivery Date: 30 DAYS ARO

Addendums Acknowledged: YES

PROPOSAL AND BID FORM
Pipeline Video Inspection System
City of Osawatomie, Kansas

Additional Comments (attach sheets as necessary): _____

EXCEPTION TAKEN TO BID. USED SYSTEM,
BNNVIGSIGHT POWER 125, BID IN LHM OF
SPECIFICATIONS. SEE ATTACHED.

As a part of this proposal and bid, the undersigned states and represents that the completed Specifications section and additional sheets, if any, attached hereto are a complete and accurate representation of the materials, equipment and services for which this proposal and bid is submitted.

Bidder acknowledges that the City of Osawatomie shall retain five percent (5%) of such aforesaid Bid Price as partial security for the fulfillment of the contract by the vendor. Final payment shall not be made within the ninety (90) day acceptance period which starts on the day the City of Osawatomie receives delivery of a complete pipeline video inspection system. Upon successful completion of the ninety (90) day acceptance period, the vendor shall invoice the City of Osawatomie for the retained amount. The City of Osawatomie shall make a final payment based upon vendor's invoice. The final payment shall not be construed to be an acceptance of any defective or unacceptable equipment or improper materials. The City of Osawatomie reserves the right to accept or reject this proposal and bid, or any portion thereof, and call for a new request for proposal if their interests or convenience are better served by such a course.

Company Name: KEY EQUIPMENT & SUPPLY COMPANY

Authorized Signature: Kent Franholz

Date: 10/2/15

Name and Title: KENT FRANHOLZ

TERRITORY MANAGER



Branch Office P.O. Box 692109 Tulsa, OK 74169 918-809-8011	Branch Office P.O. Box 11035 Kansas City, KS 66111 913-371-8260	Corporate Office P.O. Box 2007 Maryland Heights, MO 63043 314-298-8330
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October 2, 2015

Blake Madden, Public Works Director
City of Osawatomie
439 Main Street
Osawatomie, KS 66064

RE: PIPELINE VIDEO INSPECTION SYSTEM BID

Mr. Madden,

On behalf of all of us here at Key Equipment & Supply Company, thank you for the opportunity to provide the City of Osawatomie the Rovver 125 from Envirosight as an alternative to a new CCTV Inspection System.

The following proposed system has been reconditioned by Envirosight and comes with a 1 year warranty against defects in workmanship and parts. Key Equipment & Supply Company is not only the local dealer for sales but also a factory certified repair facility. If your camera gear was to need repair, the camera is not boxed and shipped to another location. Mr. Mike Lane, our Envirosight Service Specialist, is on staff 8am to 5pm Monday through Friday to quickly diagnose and repair your camera system.

This particular system, the Rovver 125, is a reconditioned unit from the factory. The Rovver 125 includes the following:

- Rovver 125 Steerable Crawler with Set of 6 Small Wheels, Set of 4 Medium Wheels, Set of 4 Large Wheels, Set of 4 Medium Grease Wheels.
- RA 200 motorized cable reel complete with 200 Meters of Cable.(660')
- Control Unit for mounting in Outpost complete with Text Generator, Pendant Controller, and Cherry Keyboard.
- RC90 Color, Pan, Tilt, Zoom Camera. Camera head is new from the Factory.
- Pressurization Kit, Lowering Tool, and Rovver Tool Kit included.
- Rovver system is BackEye Camera compatible.
- Lift to center the camera for larger pipe inspection 15" to 36".
- 19" Color monitor.
- External Hard drive for data storage.

Base Cost = \$39,452.00

- The 225 Crawler Carriage for large pipe inspection includes 2x 40 watt DC motors and 6 wheel drive. Includes set of standard wheels, high powered LED auxiliary light with reflectors, built in BackEye Camera, inclination, pressure sensors and location transmitter.

Add to base cost = \$5,000.00

If you desire a means in which to transport the system, an excellent way to do so is by an Outpost Inspection Enclosure. Though just 4 x 3.5 x 3.5 feet, the welded and gasketed, OutPost can accommodate an integral power generator(included) as well as a washdown system. The isolated gasoline generator powers all onboard equipment for hours on a single tank of fuel, and is accessible via a separate side door. A shore power hook-up is also included. The 11-gallon washdown, with retractable 50' hose system speeds cleanup, keeping equipment ready for the next job. Fork skids and recessed lifting hooks make Outpost easy to install and remove. Balanced weight distribution ensures safe, easy transport.

Add to base cost = \$7,125.00

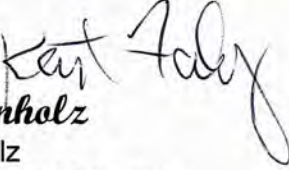
- WinCan Entry Package includes data collection section; draw/text; simple crack width/deformation measurement with photo, viewer, choice of one data collection standard (import/export), Map VX entry, rating/grading (not possible: data analysis features, including GIS analysis, rehabilitation planning, statistics.

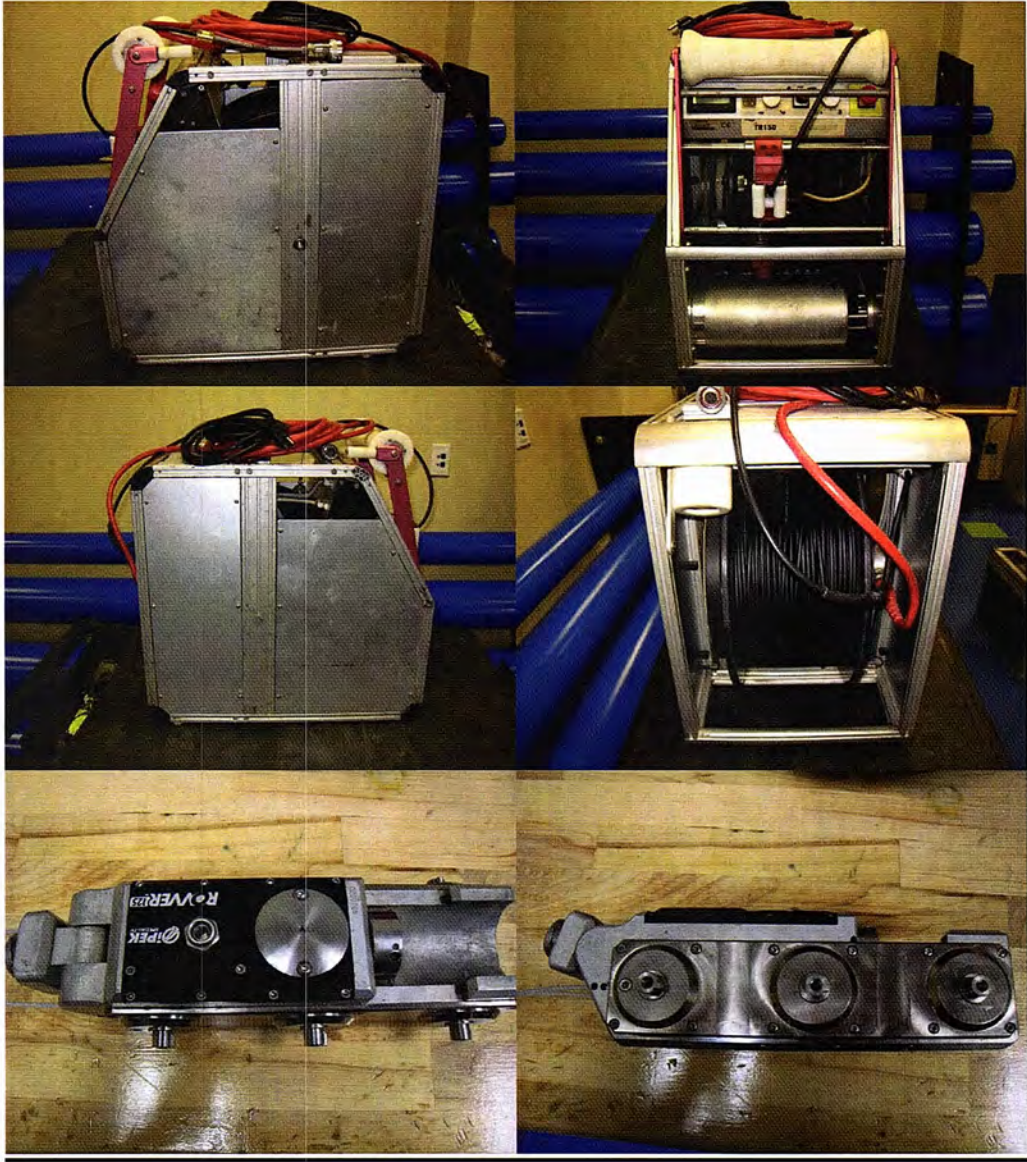
Add to base cost = \$2,950.00

Adjusted total cost to include all options listed = \$54,527.00

Training will be for the entire day upon delivery. A special note that Key Equipment wishes to point out is that training is available for the life of this unit. We understand that employees move to different

If you need any information, please call our Kansas City office at 800-262-0149. If I am traveling and you have an urgent need for information, a message will be forwarded immediately to my mobile phone. I am also available by e-mail at kent@keyequipment.com.

Respectfully, 
Kent Fahnholz
Kent Fahnholz
Kansas Territory Manager



OUTPOST™

Portable Video Inspection Unit

Turn A Pickup or ATV into
A Full-Featured Inspection Rig.

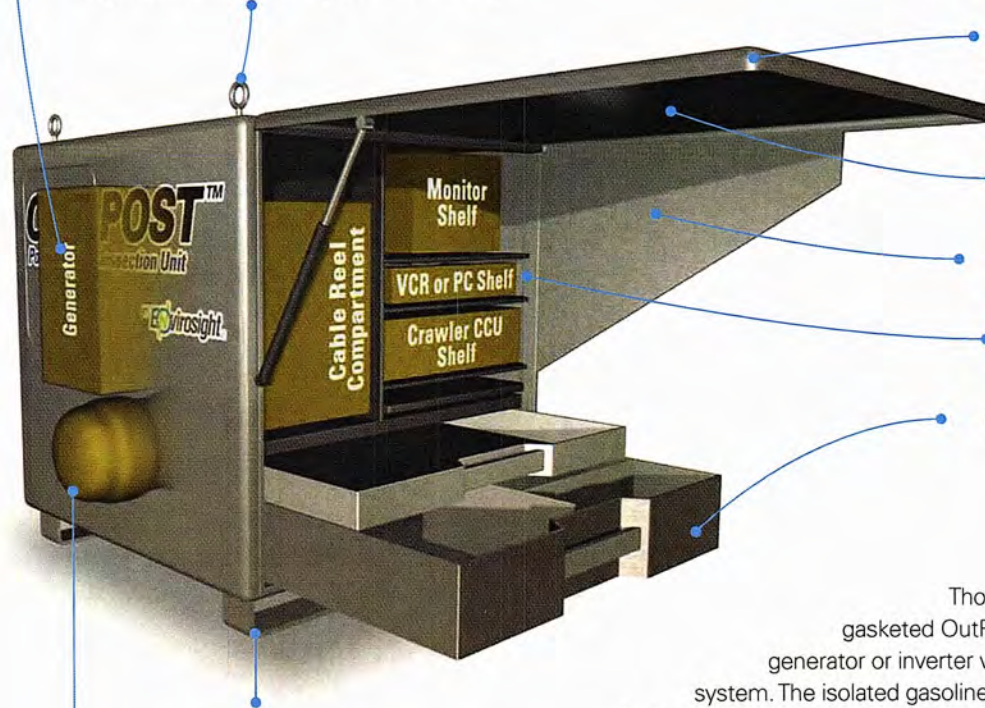
The rugged, weatherproof Outpost inspection transport system powers, protects and organizes all your video pipeline inspection equipment, including crawler, cable reel, video editing system and industrial computer. A slide-out drawer holds 500 lb of accessories, while a partitioned video compartment stows the crawler controller, video recorder, and a studio-grade monitor. To minimize monitor glare, a flat black interior and fold-down blinders block ambient light.



**Excellent for
Difficult Easements &
Regular Street Work Alike!**

Optional Gas Generator Powers Onboard Equipment.

Top Hooks Make Hoisting & Tie-Down Easy.



**Fork Skids Facilitate
Installation in Host Vehicle.**

**Optional 11-gal Washdown
System Facilitates Cleanup.**

**Welded Aluminum Construction,
Epoxy Finish & Gasketed Doors Ensure
Years of Reliable Service.**

**Locking Hood Shields Operator
From Sun & Weather.**

**Folding Blinders & Flat Black Interior
Reduce Monitor Glare.**

**Sturdy Shelving Accommodates
Video & Crawler Gear.**

**Heavy-Duty, Compartmentalized Drawer
Holds 500 lb. of Crawlers, Wheels,
Accessories & Tools.**

Though just 4' x 3.5' x 3.5', the welded and gasketed OutPost scan accommodate an integral power generator or inverter with battery, as well as a washdown system. The isolated gasoline generator powers all onboard equipment for hours on a single tank of fuel, and is accessible via a separate side door. A shore power hook-up is also included. The 11-gallon washdown with retractable 50' hose system speeds cleanup, keeping equipment ready for the next job. Fork skids and recessed lifting hooks make Outpost easy to install and remove. Balanced weight distribution ensures safe, easy transport.

HEADQUARTERS 111 Canfield Ave., Bldg. B, Unit 3, Randolph, NJ 07869

866-ENVIRO (936.8476) • 973.252.6700 • fax 973.252.1176 • www.envirosight.com

PROPOSAL AND BID FORM
Pipeline Video Inspection System
City of Osawatomie, Kansas

Please include this sheet as the cover for your proposal and bid. Mark proposals and bids as follows:

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for Pipeline Video Inspection System”**

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Mail to: City Clerk
City of Osawatomie
P.O. Box 37
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Description of Pipeline Video Inspection System: This proposal and bid shall include a complete color-video pipeline inspection system ready for operation. The system will be capable of the inspecting pipes having diameters between 6 and 48 inches.

Company Name: RED Municipal Equipment Co.

Address: 5206 E 9th St. ICCMO

Contact Person: Andy Armstrong / Sales Manager

Telephone: 816-256-7200 Email: andy@redequipmentco.com

Product Provided: Used Cues Portable Pipeline Inspection System

Bid Price (in words and numbers including taxes and fees, FOB destination): Thirty seven thousand dollars \$ 37,000.00

Payment Terms for Bid (see below): 30 days

Date of Bid Expiration: 60 days if Available

Anticipated Delivery Date: Immediate Delivery

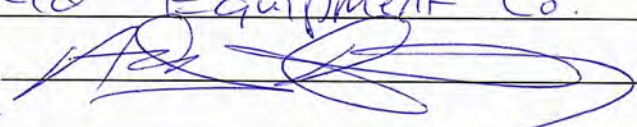
Addendums Acknowledged: yes

PROPOSAL AND BID FORM
Pipeline Video Inspection System
City of Osawatomie, Kansas

Additional Comments (attach sheets as necessary): Alternate Bid
used Inspection unit
Please See Attached

As a part of this proposal and bid, the undersigned states and represents that the completed Specifications section and additional sheets, if any, attached hereto are a complete and accurate representation of the materials, equipment and services for which this proposal and bid is submitted.

Bidder acknowledges that the City of Osawatomie shall retain five percent (5%) of such aforesaid Bid Price as partial security for the fulfillment of the contract by the vendor. Final payment shall not be made within the ninety (90) day acceptance period which starts on the day the City of Osawatomie receives delivery of a complete pipeline video inspection system. Upon successful completion of the ninety (90) day acceptance period, the vendor shall invoice the City of Osawatomie for the retained amount. The City of Osawatomie shall make a final payment based upon vendor's invoice. The final payment shall not be construed to be an acceptance of any defective or unacceptable equipment or improper materials. The City of Osawatomie reserves the right to accept or reject this proposal and bid, or any portion thereof, and call for a new request for proposal if their interests or convenience are better served by such a course.

Company Name: Red Equipment Co.
Authorized Signature: 
Date: 9/30/15
Name and Title: Andy Armstrong - Sales Manager

Alternate Bid

RED Equipment Co offers the described Used CCTV Pipeline inspection system . I recommend & prefer to demonstrate the equipment before purchase.

*The Dolly system is a 2013 unit that has had very little use as our rental system at RED Equipment. It has been rented a total of two months (8 weeks)

*The OZII camera & US21 track transporter are a few years older but were refurbished in 2013 for use with this dolly rental unit .

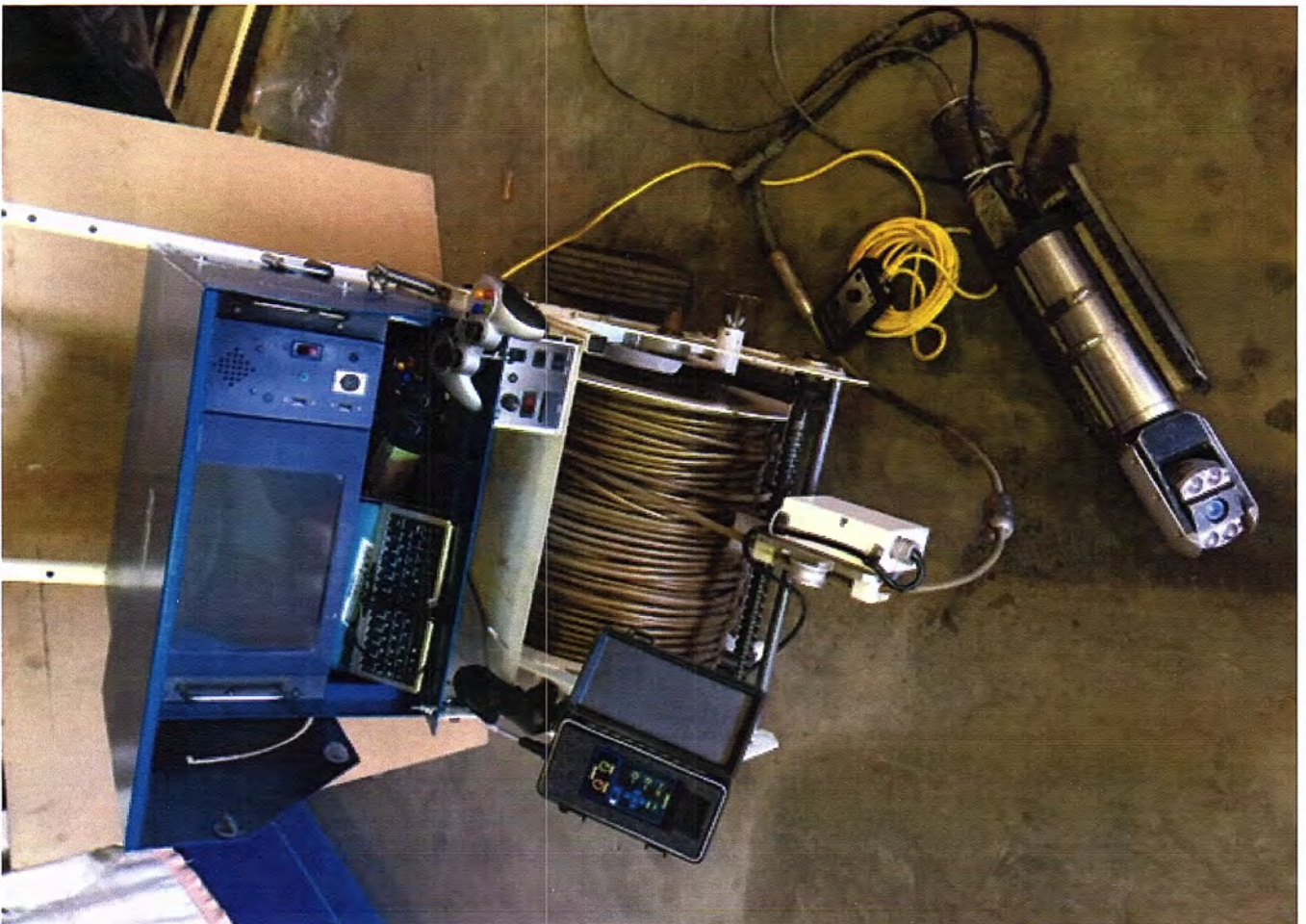
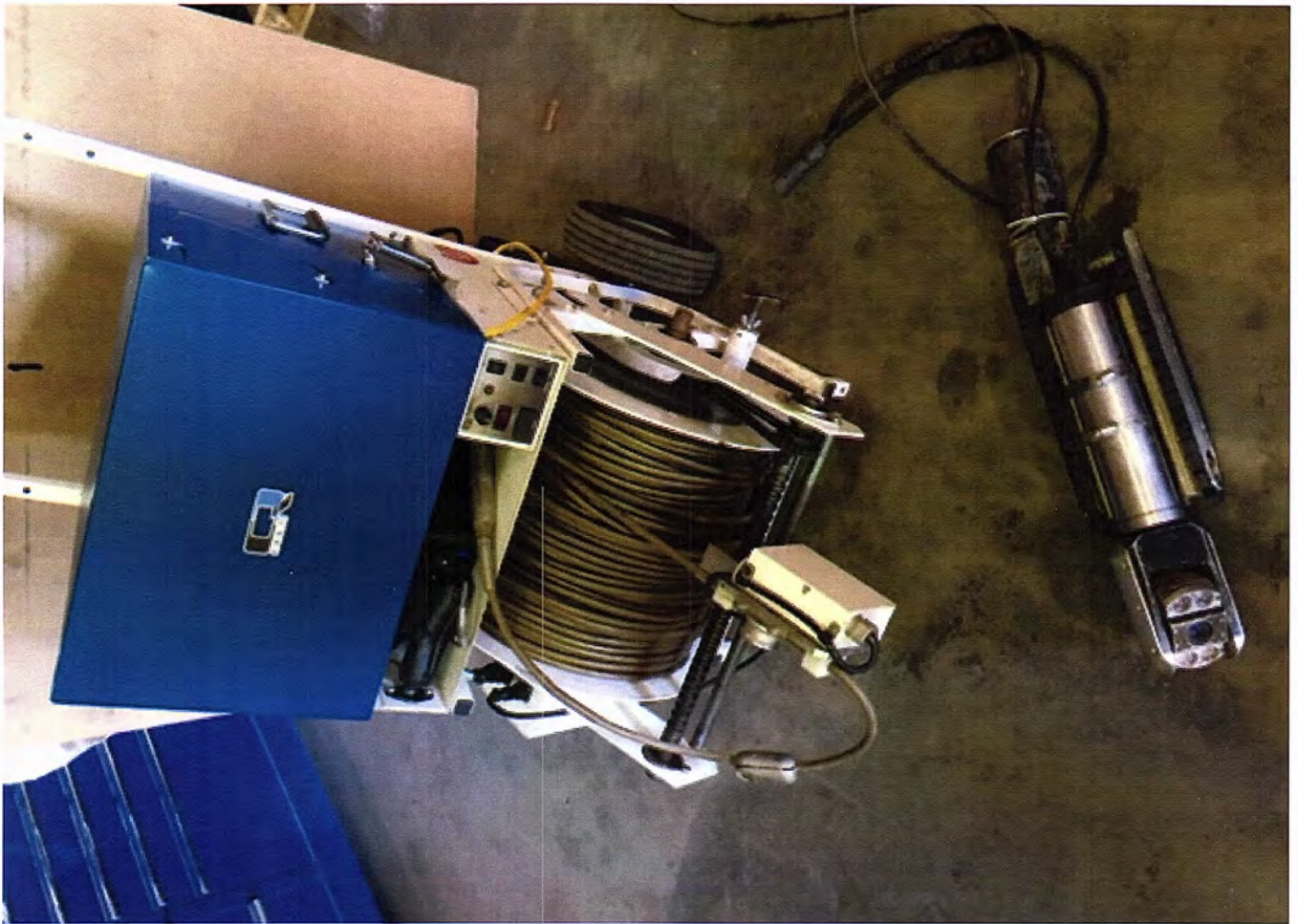
Attached are brochures

*The US21 Track transporter is an 8" configuration only so additional extenders & items etc . would have to be purchased to use in larger pipe diameters .

*No Laptop computer or software is included this is just the Pipe inspection system . (all Cues products can be run from this unit so any cameras or transporters ,lifts etc could be added at a later time laptop & software can be added also .

System includes

- Dolly reel system /PCU & controls with monitor & wireless controller (see attached brochure)
 - (1) OZII Camera (see brochure)
 - (1) US21 Track transporter (see Brochure)
 - Included will be one day of training

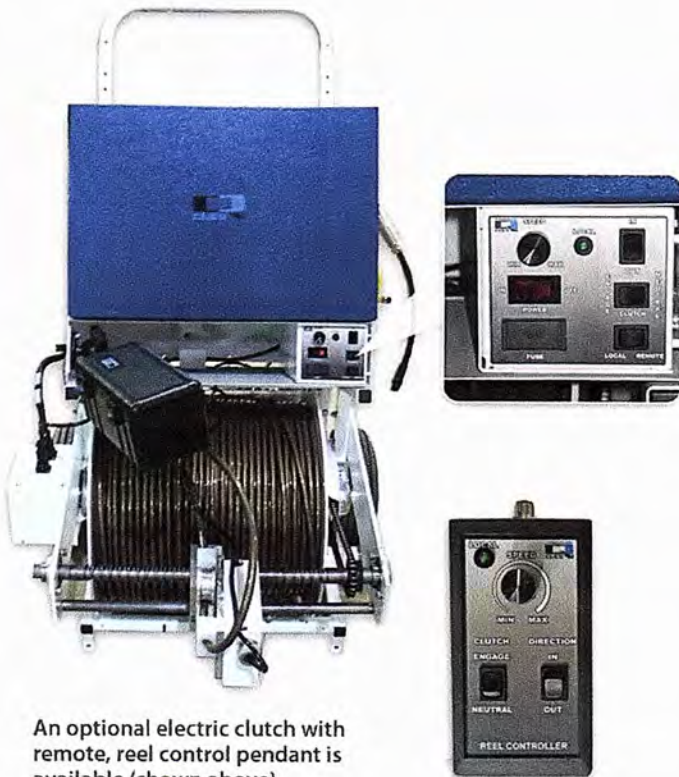


K2 with WHEELED DOLLY

used Proposal



An optional DVR-SD Digital Video Recorder (DVR) is available to digitally record and playback manhole and pipeline inspections. The recordings are saved on a SD card.



An optional electric clutch with remote, reel control pendant is available (shown above).

"The Standard of the Industry"



RUGGED
DURABLE
VERSATILE

- Wireless control of all camera and transporter functions!
- Integrated hand-held controller for all CUES transporters and pan and tilt cameras
- Optional electric clutch with remote, reel control pendant is available
- Built in video overlay unit
- Built in systems diagnostics
- Portable and compact; easy to move for easement inspection
- 10" LCD high resolution flat screen monitor
- Lightweight / compact unit
- Rugged video cable; minimum 1000 lbs break strength
- 1000 ft. video cable capacity
- Works with Granite XP Asset Inspection/Decision Support Software
- Optional DVR-SD Digital Video Recorder is available

CUES

Toll Free: 800.327.7791

www.cuesinc.com

Email: salesinfo@cuesinc.com

"The Standard of the Industry"



used Proposal

OZII

Pan and Tilt Optical Zoom Camera

The OZII & Nite Lite cameras include an optional sonde to accurately locate the camera in metallic and non-metallic pipes!



Available in multi or single conductor format, the OZII optical zoom pan-and-tilt camera system offers unparalleled imaging technology and built-in lighting for 6" to 72" pipe to produce clarity of picture with enhanced detail. Auxiliary lighting is available to inspect 84" through 200" diameter pipe. The OZII camera provides up to 40:1 optical/digital zoom, automatic focus, remote focus and iris control to assure the highest quality picture within varying pipe conditions. When an obstruction blocks movement in a pipe or for quick-look inspections, details can be observed from far-away distances with perfect clarity. Get the finest detailed video inspections with the CUES OZ II (Optical Zoom) Camera!

CUES "Light Enhancement Technology" eliminates the need for an external lighthouse. Easy operation at the controller allows the operator to change the sensitivity of the camera at their fingertips. There's no need to remove the camera to install an external lighthouse if the pipe material or pipe diameter changes. Let the CUES "Light Enhancement Technology" do it for you!

Features & Benefits:

- ◆ 10X optical zoom and 4X digital zoom; total 40:1 zoom capability; *Enhances image details from faraway distances for inspection and assessment*
- ◆ NTSC at 470 H lines of resolution; *Higher image resolution means sharper pictures with maximum detail*
- ◆ Sensitivity: 1.5 lux (F1.8, 1/60 s) and 0.13 lux (F1.8,); PAL Version is also available. 1/4 s) Electronic shutter speed: 1/4 to 1/10,000 s; *Increased sensitivity provides brighter pictures with reduced lighting requirements*
- ◆ 360 x 285 degree pan and rotate viewing capability; *Detailed lateral inspection up to 250 feet without having to traverse the lateral*
- ◆ Four field replaceable lights (available with white LEDs or halogen lamps); *Internal lights are directional with the moving camera head for optimum illumination in various pipeline conditions*
- ◆ Back light compensation; *No spotlight reflection blooming in image*
- ◆ Auto-tracking white balance; *Perfect color under all conditions*
- ◆ Auto-focus; *Quickly focus on an area of interest*
- ◆ Manual override of focus, iris, and shutter; *Flexible for unusual or special conditions*
- ◆ Pan, rotate, zoom, and focus homing; *Quick and easy to reorient to the current location*
- ◆ Waterproof to 50 psi; *Camera can be submerged in water over 100 feet deep without compromising integrity*
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- ◆ Compatible with up to 4000' multi-conductor cable and up to 2000' single-conductor cable; *Camera is compatible with existing CUES TV inspection systems with minimal modification*
- ◆ Can be used in pipelines as small as 5"
- ◆ Optical-grade sapphire camera window; *Helps prevent image distortion*
- ◆ Includes an internal diagnostic system; *Continually monitors camera functions, including run time, serial number identification, camera head temperature, humidity, light supply voltage, and camera input voltage*
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- ◆ The OZII & Nite Lite II cameras include an optional sonde to accurately locate the camera in metallic and non-metallic pipes



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used Proposal

ULTRA SHORTY

Variable Weight Tracked Transporter

The Ultra Shorty variable-weight, tracked crawler is designed for inspecting pipelines from 6" - 30" in diameter and is able to inspect 6" clay pipe with major offsets, meandering conditions, and protruding laterals. Dual 18" cleated track drive provides 50% more wall contact area than wheeled crawlers. This greater contact area assures maximum traction under all inspection conditions. Weighted pipe extenders assure maximum traction and debris clearance in lines from 8" to 24" diameter. Adapter blocks are available to optically center the camera in 30" to 36" lines. Measuring only 24" long, the Ultra Shorty is easy to insert in small manholes and dead end lines.

*operates with multi &
single conductor systems!*



Maximum traction under all inspection conditions!



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- Freewheel reverse, power reverse, and power forward; high-speed retract without running over the cable; easy to back out of a dropped manhole
- Bottom clearance increases proportionally with pipe size; navigates through offsets and protruding laterals
- Waterproof motor with bulkhead connector; protects against leaks and motor damage
- Optional lift is available to optically center the camera in 6" through 36" pipe
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- Greater than 1" top and bottom clearance in 6" pipe
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CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2015

AGENDA ITEM: Elections Charter Ordinances

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On November 11, the City Council discussed the matter of changing elections to November and what other measures the City might take to adapt to the State of Kansas mandated change.

Included in the packet is a proposed Charter Ordinance 17, which would move the City to odd-year November elections and change the terms of Councilmembers from 2 to 4 years. The proposal keeps the Mayor's term at 2 years.

Also included in the packet is a proposed Charter Ordinance to exempt the City from the state mandated vacancy filling procedure. Should the City Attorney be able to merge these into one Charter Ordinance, it will be presented to the City Council at the meeting.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Consider the proposed Charter Ordinance(s). A two-thirds majority of the Governing Body is required for passage of a Charter Ordinance. It must also be published twice in the City's official newspaper and is subject to a petition to take the matter to an election.

CHARTER ORDINANCE NO. 17

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF L. 2015, CH. 88, SEC. 11, RELATING TO THE CITY MANAGER FORM OF GOVERNMENT AND FROM THE PROVISIONS OF K.S.A. 14-103 and 14-201 RELATING TO THE ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, TRANSITIONS TO NOVEMBER ELECTIONS, THE APPOINTMENT OF OFFICERS, AND NOMINATION PETITIONS AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER ORDINANCE NO. 2.

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

WHEREAS, the Kansas Legislature passed L. 2015, ch. 88 (H.B. 2104), which amended and transferred the statutory provisions for the mayor-council-manager form of government, and L. 2015, ch. 88, sec. 8(a) states that a city shall continue to operate under its current form of government if established at an election until such time that the city's form of government is changed;

WHEREAS, the statutory provisions for the mayor-council-manager form of government have been recodified in L. 2015, ch. 88, sec. 11;

WHEREAS, L. 2015, ch. 88, sec. 8(b) states that all existing ordinances and charter ordinances relating to a city's form of government shall remain in effect until amended or repealed by such city;

WHEREAS, the City of Osawatome, Kansas, wishes to exempt itself from provisions within L. 2015, ch. 88, sec. 11 and provide for the election of its Mayor and Council and the terms of office.

WHEREAS, the City of Osawatome previously adopted Charter Ordinance No. 2 which exempted the City from the provisions of Kansas Statutes Annotated Sections 14-103 and 14-201 and by said Charter Ordinance adopted alternative provisions relating to City government and elections of the Mayor and City Council.

WHEREAS, the City of Osawatome wishes to again exempt itself from the provisions of Kansas Statutes Annotated Sections 14-103 and 14-201 and to repeal Charter Ordinance No. 2 and replace said Charter Ordinance and adopt and revise provisions relating to City government and elections of the Mayor and City Council.

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

Section 1. The City of Osawatome, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of L. 2015 ch. 88 sec. 11 and Sections 14-103 and 14-201 of Kansas Statutes Annotated that apply to this city, but are parts of enactments which do not apply uniformly to all cities.

Section 2. The City of Osawatomie, Kansas, continues to operate under the mayor-council-manager form of government and pursuant to all existing ordinances and charter ordinances relating to its form of government. The governing body shall consist of a mayor and eight council members to be elected to terms as set forth herein. The mayor and council members shall be residents and qualified electors of the City of Osawatomie, Kansas. The governing body of the city may, by ordinance, divide the city into wards and precincts, establish the boundaries thereof, and number the same. No ordinance redefining wards and precincts shall become effective less than 30 days prior to the next regular city election.

Section 3. Those governing body positions with terms that would have expired in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms expiring in April 2016, shall expire when the city officials elected in the April 2016 general election take office. Officials elected in the April 2016 election shall take office at the first regular meeting of the governing body following certification of the election by the County election officer and will expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.

Section 4. A general election shall take place on the first Tuesday in April of 2016 for the purpose of electing positions on the governing body that will expire in April of 2016. Commencing in November of 2017, general elections shall take place on the Tuesday succeeding the first Monday in November 2017, and on the Tuesday succeeding the first Monday in November of odd numbered years thereafter for all such governing body positions whose terms will expire in January of the following year. The governing body shall be elected to terms as set forth herein. Two council members shall be elected from each ward. The mayor shall be elected at large. Council members shall be elected from the ward in which they are a resident.

Section 5. After the election to be held on November of 2017 elections will be held in odd numbered years for all such governing body positions whose terms will expire in January of the following year. Beginning with the election to be held on November of 2017, the mayor and four council members shall be elected at the election to be held in odd numbered years, and the mayor and the remaining four council members shall be elected at the election to be held in November of 2019. One council member from each ward shall be elected at one election, and the other council member from that ward shall be elected at the succeeding election. The council members shall have four year terms. The Mayor shall have a two year term.

Section 6. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 7. This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which

case this charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

Section 8. Charter Ordinance No. 2 is repealed.

Passed by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this 10th day of December, 2015.

L. Mark Govea, Mayor

Attest:

Tammy Seamands, City Clerk

[SEAL]

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE FROM THE PROVISIONS OF L. 2015, CHAPTER 88, SECTION 71, RELATING TO THE FILLING OF GOVERNING BODY VACANCIES.

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

Section 1. The City of Osawatomie, by virtue of the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects and does exempt itself and make inapplicable to it L. 2015, Chapter 88, Section 71, relating to the filling of governing body vacancies, which enactment applies to this city, but does not apply uniformly to all cities.

Section 2. This charter ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 3. This charter ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by the majority of the electors thereon.

Passed by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, this 10th day of December, 2015.

L. Mark Govea, Mayor

Attest:

Tammy Seamands, City Clerk

[SEAL]

MEMORANDUM

TO: City of Osawatomie Mayor and Council and City Manager
FROM: Richard Wetzler
DATE: November 11, 2015
RE: Recent Legislative Changes of Election Law.

As you are aware, in its most recent session, the Kansas Legislature enacted a number of new laws that deal with municipal elections. Some of the changes that were enacted and approved by the Governor require cities in Kansas to revise ordinances that deal with municipal elections. The law also permits cities to make substantial changes as to the form and operation of the City. This memo is intended to advise you of certain of these new laws so that you can decide what changes are required. After staff has received input from the Council, we will prepare appropriate ordinances for your consideration. Generally, the question to be answered is whether the Council wants adopt a new ordinance that changes only the dates for elections and generally keeps everything else as at present or, in the alternative, does the Council wish to make changes to numbers of Council members, terms, staggering of terms, frequency of elections, and other options that are considered in the new legislation.

A. The Statutory changes.

I have attached to this memo the pertinent sections of Kansas House Bill 2104 that became law on July 1, 2014. Probably the single most significant requirement of this law is the requirement that all city elections are moved from April to November. The act provides:

New Sec. 7. (a) On and after January 1, 2017, all primary elections for members of the governing body and other elected officials of any municipality shall be held on the first Tuesday in August of 2017 and on such date thereafter of odd-numbered years, and **all general elections for members of the governing body and other elected officials of any municipality shall be held on the Tuesday succeeding the first Monday in November of 2017 of odd-numbered years and on such date thereafter.**

Additionally, the law, among other things, permits cities to establish by ordinance the terms of elected officials. Section 9(c) provides:

- (c) The governing body of the city may establish by ordinance any of the following:
- (1) The powers and duties of the governing body, including the mayor

and other elected officials;

- (2) the terms of office of members of the governing body, including the mayor and other elected officials of either two, three or four years;
- (3) the election by ward or district of members of the governing body, if applicable;
- (4) the powers and duties of the city manager, if applicable;
- (5) the administrative departments of the city; and
- (6) other matters deemed appropriate by the governing body.

Section 7(h) of the law permits cities to hold an election in even numbered years for the purpose of staggering elections or to establish three year terms. This section provides:

(h) Cities may provide for elections of elected officials in even-numbered years in order to provide for staggered terms of office or for three-year terms of office for elected officials.

Section 71 of the law provides in part with respect to filling of Council vacancies and requires an election if the process is not completed within sixty days:

(c) Except as provided in subsection (d), the governing body of any municipality where a vacancy exists shall appoint, by a majority vote of the remaining members, a person to fill the vacancy within 60 days of the vacancy. If the appointment is not made within the 60-day time frame, the governing body shall pass a resolution calling for a special election to fill such vacancy to be held within 45 days of the passage of such resolution. Candidates for the vacant office shall file for such office as provided in K.S.A. 25-2110a, and amendments thereto. The special election shall be conducted by the county election officer. The candidate receiving the highest number of votes for the vacant position shall assume such office upon certification of the election results.

(d) The provisions of subsection (c) shall not apply to any municipality which has a procedure for filling vacancies in its governing body and which has filled such vacancies within 60 days of the vacancy.

The Kansas League of Municipalities recommends that cities charter out of the new provision which would make our current provisions regarding replacement of Council members continue to be applicable.

B. Existing conflicts.

City of Osawatome Charter Ordinance No. 2 as codified in section 6-101 calls for elections in April and makes no reference to elections being held at a date other than April and while not specifically stated believe that it has been construed to call for elections in April of each year, with half of the Council being up for election each year. As this Charter ordinance will need to be repealed by a charter ordinance, a new ordinance should be adopted that establishes the election date, the terms of office and the date that new elected Mayor and Council members would take office. Also because the new law calls for the first required November

election to occur in November of 2017, there is a question about what to do about April 2016 elections and if held when would the terms of persons elected end.

So here are the questions that need to be answered:

1. What will be the terms of office for Mayor and Council
2. How will the City transition from April elections with new Council members taking office at the first meeting following certification of election to the second Monday in January as required by the new act.
3. When to hold the next municipal election, i.e., April 2016 or November of 2016 Or November 2017.
4. Does the Council wish to charter out of the provision that calls for a special election to replace a council member where the selection is not made within 60 days.
5. Does the Council wish to make any changes to the number of Council members or other matters that deal with the structure of city government?

New Sec. 7. (a) On and after January 1, 2017, all primary elections for members of the governing body and other elected officials of any municipality shall be held on the first Tuesday in August of 2017 and on such date thereafter of odd-numbered years, and all general elections for members of the governing body and other elected officials of any municipality shall be held on the Tuesday succeeding the first Monday in November of 2017 of odd-numbered years and on such date thereafter.

(b) The term of members of governing bodies and other elected officials of any municipality that would expire at any time in 2017 shall expire on the second Monday in January of 2018, when newly elected members of the governing body and other newly elected officials shall take office.

(c) The governing body of the municipality shall establish by ordinance or resolution terms of office of elected officials to comply with this act.

(d) Primary elections for any municipality shall be conducted as provided in K.S.A. 25-202, and amendments thereto. A primary election shall only be required as provided in K.S.A. 25-2021 and 25-2108a, and amendments thereto, or as otherwise required by law.

(e) The filing deadline for all candidates for any municipality, unless otherwise provided by law, shall be as provided in K.S.A. 25-205, and amendments thereto.

(f) Any person who meets the qualifications for the office sought may become a candidate for municipal office by filing a declaration of intent to become a candidate with the county election officer accompanied by a filing fee of \$20.

(g) "Municipality" means: (1) Any city, consolidated city-county created under K.S.A. 12-340 et seq., and amendments thereto, and K.S.A. 2014 Supp. 12-360 et seq., and amendments thereto, school district, any board of public utilities created under K.S.A. 13-1220 et seq., and amendments thereto, community college, drainage district, extension district created under K.S.A. 2-623 et seq., and amendments thereto, irrigation district, improvement district created under K.S.A. 19-2753 et seq., and amendments thereto, water district created under K.S.A. 19-3501 et seq., and amendments thereto, and hospital district created under K.S.A. 80-2501 et seq., and amendments thereto.

(2) The term does not include any special district where the election of members of the governing body is conducted at a meeting of the special district.

(h) Cities may provide for elections of elected officials in even-numbered years in order to provide for staggered terms of office or for three-year terms of office for elected officials.

New Sec. 9. (a) Subject to subsection (b) and section 10, and amendments thereto, any city may adopt by ordinance one of the following forms of government:

(1) Commission;

(2) mayor-council;

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(3) commission-manager;

(4) mayor-council-manager;

(5) council-manager; or

(6) any other form of government authorized by law or by ordinance or charter ordinance of the city.

(b) Any city which has operated for four or more years under a form of government may abandon such form and adopt a different form of government. The provisions of K.S.A. 12-184, and amendments thereto, shall govern the procedure for the adoption or abandonment of such form of government.

(c) The governing body of the city may establish by ordinance any of the following:

(1) The powers and duties of the governing body, including the mayor and other elected officials;

(2) the terms of office of members of the governing body, including the mayor and other elected officials of either two, three or four years;

(3) the election by ward or district of members of the governing body, if applicable;

(4) the powers and duties of the city manager, if applicable;

(5) the administrative departments of the city; and

(6) other matters deemed appropriate by the governing body.

New Sec. 71. (a) The purpose of this section is to provide an orderly and prompt means of filling vacancies in the governing body of a municipality. Prolonged vacancies in the governing body of a municipality deprive citizens of their right to representation and act as impediments to the orderly function of government of municipalities.

(b) As used in this section, the following terms are defined as follows:

(1) "Governing body" shall include the mayor and members of the council, the mayor and commissioners or the chairperson and members of the board of supervisors, depending on the form of government of the city or the consolidated city and county.

(2) "Municipality" means any city or any consolidated city and county.

(c) Except as provided in subsection (d), the governing body of any municipality where a vacancy exists shall appoint, by a majority vote of the remaining members, a person to fill the vacancy within 60 days of the vacancy. If the appointment is not made within the 60-day time frame,

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the governing body shall pass a resolution calling for a special election to fill such vacancy to be held within 45 days of the passage of such resolution. Candidates for the vacant office shall file for such office as provided in K.S.A. 25-2110a, and amendments thereto. The special election shall be conducted by the county election officer. The candidate receiving the highest number of votes for the vacant position shall assume such office upon certification of the election results.

(d) The provisions of subsection (c) shall not apply to any municipality which has a procedure for filling vacancies in its governing body and which has filled such vacancies within 60 days of the vacancy.

AN ANALYSIS OF 2015
H.B. 2104: CHANGING
THE TIMING OF CITY
ELECTONS

Produced by the League of Kansas Municipalities

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An Overview of 2015 HB 2104

By Mike Koss

This year, the Kansas Legislature passed HB 2104 (the Act), which moved city elections from April of odd-years to November of odd-years. This article attempts to provide guidance on what cities should do to comply with the Act and how to adjust for the timing changes.

Timing, Terms, and Primary Elections

Three subsections of the Act authorize cities to continue using numerous combinations of staggered or non-staggered terms:

- L. 2015, ch. 88, sec. 7(c) **requires** that cities establish by ordinance the terms of office of their elected officials;
- L. 2015, ch. 88, sec. 9(c)(2) allows governing bodies to establish by ordinance terms of two, three, or four years; and
- L. 2015, ch. 88, sec. 7(h) allows cities to hold elections in November of even-numbered years for the purposes of staggering elections or to establish three-year terms of office.

Whatever election cycles a city establishes, terms of office must now begin on the second Monday in January following the certification of the election.ⁱ Previous language from K.S.A. 25-2120 stated that these terms began at the “first regular meeting of the governing body following certification of the election results.” If your city has incorporated this statutory language into an ordinance, that ordinance should be changed to reflect the new commencement date. Since commencement is now tied to a specific date rather than a meeting, it may also be appropriate for cities to amend their regular meeting ordinance. Creating an additional regular meeting on the second Monday in January following certification of an election would allow all newly elected officials to take their oaths of office on the day that their terms begin. Alternatively, cities could call a special meeting on that date, specifically for newly elected officials to take their seats.

Many cities of the second and third class have chartered out of K.S.A. 14-201, K.S.A. 14-1204, K.S.A. 15-201, and K.S.A. 15-1302 to change the length or stagger the terms of their governing body.ⁱⁱ Cities do not need to change these charter ordinances unless they specifically reference an April election. If the charter ordinance does reference April, the city should amend it to reflect the November election date. Cities of the first class should also amend their ordinances to reflect this change. For cities that do not have any ordinance or charter ordinance establishing the terms of office for their governing body members, the Act **requires** the city to adopt an ordinance establishing terms.ⁱⁱⁱ The League has developed several model ordinances for this purpose, which you can view at <http://www.lkm.org/resources/ordinances/elections>.

Many cities have passed charter ordinances exempting themselves from the provisions of K.S.A. 25-2107 in order to hold elections in April of even-years. Because the filing deadline for city elections has been moved from February to June and the *2015 Composite Listing of New, Amended and Repealed Statutes* issued by the Office of Revisor lists the effective date for all sections of HB 2104 as July 1,

2015, it is the League's opinion that there is no statutory authority for the April 2016 elections to take place.^{iv} However, the Secretary of State's office has indicated that it will use the authority granted to it in L. 2015, ch. 88, sec. 15(d) to authorize April 2016 elections and establish rules for those elections. It is the League's opinion that, once adopted, these rules will provide sufficient authority for the April 2016 elections to take place. Instead of going forward with April 2016 elections, cities can also pass an ordinance establishing a new election cycle using either odd-year or a combination of odd and even-year November elections.^v For cities with odd-year elections, that have also adopted ordinances incorporating the old April odd-year election language in K.S.A. 25-2107, these ordinances should be amended to reflect the changes to the statute.

The Act authorizes cities to hold partisan elections after passing an ordinary ordinance. However, the Hatch Act prohibits federal employees and active duty military officers from running for partisan offices. Changing to partisan elections would also cause issues with a city's primary election process. Any city considering holding partisan elections is encouraged to call the League to discuss these issues.

Transitions

Once a city establishes terms, it needs to consider how current office-holders will transition their terms to the new election cycle. The Act only contains one section controlling term transitions. L. 2015, ch. 88, sec. 7(a) states that terms that would have ended in April 2017 will now end in January 2018, when the officials elected in the November 2017 general election take office.^{vi} The Act does not address the transition for city officials whose terms end in April 2016, 2018, or 2019. The League is considering introducing legislation next session to address these terms. However, it's not certain that that legislation will pass, and even if it does, it may not be in time to deal with those officials whose terms would have ended in April 2016.

Because a legislative solution is uncertain, cities with terms ending in April 2016 that no longer want to hold spring elections may want to use the authority in L. 2015, ch. 88, sec. 7(c) to pass an ordinance extending those terms to January 2017 (if the city wants to initiate a November even-year election cycle) or January 2018 (if the city wants to move those terms to a November odd-year election cycle).^{vii} This extension should be included in the same ordinance that establishes or amends the terms of office of the elected officials. As an alternative, cities currently on a April even-year cycle that are considering a 20 month extension to get on a November odd-year cycle could authorize by ordinance a November 2016 election for a one or three year term.

Cities could also choose to do nothing, and the current office-holders would continue in office until the next election for that office.^{viii} *Murray v. Payne*, 137 Kan. 685 (1933), explains that, where the legislature has changed municipal terms of office so that there is an interim period between when one term was to end and the new term is to begin, the current office-holders continue in office until the newly-elected officials take office. Therefore, if no action is taken regarding the extension of terms for elected officials whose terms were to end in April 2016, those officials will continue in office until the term commences for the next person elected to that position (the commencement date would be

determined by the city's ordinance). The same rule applies to officials whose terms end in 2018 or 2019 – an ordinance can be passed extending their terms, or the city can do nothing, and the officials will continue in office until the term commences for the next person elected to that office.

Some officials have expressed concern that action taken by officials during these interim transition periods will not be binding, which could expose cities to potential litigation from parties seeking to invalidate governing body actions during this period. Luckily, the Kansas Supreme Court has already addressed this issue. In *Hale v. Bischoff*, 53 Kan. 301 (1894), the Court stated that, “[a]n officer whose official term has expired, but who remains in possession of the office, having full control thereof and exercising the functions of the same, is an officer de facto, and all of his acts, within the limits of his official power, are valid as respects the public and third persons.” Therefore, cities should not worry that action taken during these interim periods could be invalidated by subsequent litigation.

Appointments and Statement Of Substantial Interest Deadlines

Several city officials have pointed out that the new term commencement dates no longer correspond to appointment dates for city officers. However, only mayor-council cities of the third class are required to make appointments during a specific month. K.S.A. 15-204 states that appointments for these cities are to be made, “at the first regular meeting in May of each year...” For cities that have chartered out of this statute, it may be advisable to amend the charter ordinance so that the appointment date is the first regular meeting in February (or whatever month the council chooses). For mayor-council cities of the third class that have not chartered out of K.S.A. 15-204, or do not plan on doing so, appointments should continue to take place at the first regular meeting in May. The League is considering introducing legislation to amend this statute so the appointment month corresponds to the new commencement day for elected officials.

For mayor-council cities of the second class, and commission cities of the second and third class, state statutes do not designate a specific month for appointments; they only designate that the terms of appointed officers be for one year.* However, since those appointments likely have taken place during meetings in April or May in the past (depending on the city's ordinance), without action, new officials who take office in January would now have to wait three to four months to vote on renewing the city appointee's one-year terms. Any cities that have not chartered out of these statutes may want to consider amending their ordinances so that appointments take place at a regular meeting in February (or whatever month works best for the city). Once that change is made, the end of the current appointee's one-year terms in April or May can simply be ignored, so those officials continue in office as “holdovers” until the next, newly-established February appointment meeting. Cities of the first class that have not chartered out of K.S.A. 13-527 must establish terms of city officers by ordinance, so they may need to consider a similar ordinance amendment and transition process.

Another statute that was not changed to correspond to the new election cycle is K.S.A. 75-4302a, which requires that statements of substantial interests be filed:

- By an individual appointed on or before April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of that year.

- By an individual appointed after April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, within 15 days after the appointment.
- By any individual holding an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of any year if, during the preceding calendar year, any change occurred in the individual's substantial interests.

These dates continue in effect even though they no longer correspond with municipal election dates. The League is considering legislation to amend the dates in this statute.

Filing Deadlines and Requirements

The Act also contains numerous changes to candidate filing requirements. L. 2015, ch. 88, sec. 15(b) indicates that the candidate filing deadline for city offices is June 1. The Act also made changes to the notification of vacant offices, candidate filing fees, where candidates must file for office, and nominating petition requirements. City clerks must now inform the county election officer of all city offices to be voted on at the next election not later than May 1 of every year that the city has an election.* Also, the filing fee for city office is now \$20 for all sizes of cities.xi Additionally, candidates elected at large may no longer file through the city clerk's office - candidate filings must take place at the county election office.xii Finally, these cities must establish by ordinance the number of qualified electors of the city that must sign a nomination petition.xiii The League has developed model ordinances that satisfy this requirement.xiv Because of the increased filing fee for cities of the second and third class, the League encourages cities to create a low threshold for nomination petitions, so that potential candidates have a cost-effective means of filing for city office.

City Manager Form of Government

To move elections to November for all cities, the legislature repealed what was commonly known as the City Manager Plan Act (the CMPA), which about 60 Kansas cities had used to adopt the city manager form of government. City managers and city attorney's across the state expressed alarm at the repeal of these statutes, and the potential to use ordinary ordinances to overturn voter-approved adoptions of the CMPA for those city governments. The League responded by introducing an amendment recodifying the core parts of the CMPA, and retaining the continued operation of the CMPA for those cities that had adopted it. In L. 2015, ch. 88, sec. 8(a), the League amendment establishes that cities shall continue to operate under current forms of government adopted via an election (which is how cities were required to adopt the CMPA). In L. 2015, ch. 88, sec. 9(a), our amendment makes a city's ability to adopt a new form of government with an ordinance subject to the recodified version of the CMPA, which continues to require an election for adoption. Finally, L. 2015, ch. 88, sec.'s 10 through 12 contain the new language of the uniform CMPA, including provisions requiring that its abandonment can only occur via an election. For these reasons, it is the League's opinion that cities that have adopted the city manager form of government by election now operate under the provisions in L. 2015, ch. 88, sec.'s 10 through 12. If a city desires, it may affirm this

fact by stating as much in an ordinary ordinance. The League has developed a model ordinance for this purpose, which includes additional provisions the city may need to replace the repealed statutes.^{xv}

The savings clause in L. 2015, ch. 88, sec. 8 for existing forms of government also applies to all existing charter ordinances related to a city's form of government. Therefore, it is the League's opinion that cities that have adopted the CMPA via election, but have chartered out of some of its provisions, continue to operate under L. 2015, ch. 88, sec.'s 10 through 12, and those sections are supplemented by the city's charter ordinances relating to its form of government.

Filling Governing Body Vacancies

The Act also creates new rules for filling governing body vacancies. The intent of L. 2015, ch. 88, sec. 71 is to require cities to hold special elections to fill vacancies in the governing body if those vacancies are not filled within 60 days. However, these sections conflict with a number of current statutes, and there are numerous ways to interpret their effect. L. 2015, ch. 88, sec. 71 requires vacancies in the governing body be filled by a majority vote of its remaining members if a city does not have a policy to fill governing body vacancies. This directly conflicts with K.S.A. 15-201, which requires that mayors in mayor-council cities of the third class fill vacancies with the consent of the council. The League has identified two different ways to interpret L. 2015, ch. 88, sec. 71:

- Treat this section as a separate, standalone vacancy-filling process, which would allow cities to choose to use it OR choose to use the city's own vacancy-filling process or the statutory process for its respective class and form of city. If the city chooses the latter, it could ignore the special election requirement for vacancies not filled within 60 days; OR
- Read L. 2015, ch. 88, sec. 71 together with existing vacancy-filling statutes. Under this interpretation, cities may fill their vacancies using their own procedure for filling vacancies (or, if none, a majority of the remaining governing body members), and if the vacancy isn't filled after 60 days, a special election must be held to fill it.

The League anticipates that L. 2015, ch. 88, sec. 71 will be codified in a non-uniform article of the statute books, and we encourage cities to consider chartering out of its requirements.

Conclusion

Ending 154 years of spring elections will be a cumbersome process for many cities, but the legislature has created several mechanisms to deal with the move to November. We hope this article provides useful guidance for your city's transition, but if you have any questions, please do not hesitate to contact the League or your city attorney.

Footnotes

ⁱ L. 2015, ch. 88, sec. 57.

ⁱⁱ For example, to lengthen terms from two to four years, with three council members elected in one year and two council members and the mayor elected two years later.

ⁱⁱⁱ L. 2015, ch. 88, sec. 7(c).

^{iv} *Also see Bigs v. City of Wichita*, 271 Kan. 455 (2001) (discussing the Legislature's ability to make a nonuniform state law uniform by amending the nonuniform provision, and that any charter ordinances opting out of those statute are repealed).

^v It is highly questionable whether this section authorizes cities to have exclusively even-year elections. Although L. 2015, ch. 88, sec. 7(h) authorizes even-year elections for the purpose of staggering elections, an argument could be made that an odd-year election must be part of that staggered cycle.

^{vi} *See generally Murray v. Payne*, 137 Kan. 685 (1933) (discussing the Legislature's power to require incumbent city officials holding four-year terms of office to continue in office until the next city election).

^{vii} *See generally Molinari v. Bloomberg*, 564 F.3d 587 (2d Cir. 2009) (discussing the authority of municipalities to extend the terms of sitting elected officials).

^{viii} *But see Wilson v. Clark*, 63 Kan. 505 (1901), indicating that cities may have Home Rule authority to declare offices with interim terms as vacant.

^{ix} *See* K.S.A. 14-201, K.S.A. 14-1501 and K.S.A. 15-1601.

^x L. 2015, ch. 88, sec. 56.

^{xi} L. 2015, ch. 88, sec. 7(f); L. 2015, ch. 88, sec. 29(i).

^{xii} L. 2015, ch. 88, sec. 53(a).

^{xiii} L. 2015, ch. 88, sec. 53(b).

^{xiv} <http://www.lkm.org/resources/ordinances/elections>

^{xv} <http://www.lkm.org/resources/ordinances/elections>

An Analysis of the New Governing Body Vacancy Filling Process

By Nicole Proulx Aiken

Since the legislative session ended, League staff has fielded numerous questions concerning moving elections to the fall, the effects of the property tax lid, and implementing new sign regulations. An issue not garnishing as much attention, but still important, is the new governing body vacancy filling process found in L. 2015, ch. 88, sec. 71¹. This article discusses the different approaches cities can take to address this new law.

L. 2015, ch. 88, sec. 71 establishes new rules for filling governing body vacancies. Under the law, cities that have a governing body vacancy filling process may continue to follow their procedure. If the city fails to fill the vacancy within 60 days, however, the city must conduct a special election. For cities that do not have a local process for filling governing body vacancies, the law requires that the remaining members of the governing body – including the mayor – appoint the new member by a majority vote. If the remaining members of the governing body fail to make an appointment within 60 days of the vacancy, the city must conduct a special election.

While the new law seems straight forward, it conflicts with several statutes that provide procedures for filling governing body vacancies depending on the class of the city and/or the city's form of government. [See K.S.A. 12-10a04 (modified mayor-council form of government); K.S.A. 13-513 (city of the first class, mayor-council form of government); K.S.A. 14-204 (city of the second class, mayor-council form of government); K.S.A. 14-308 (city of the second class, mayor-council form of government); K.S.A. 14-1305 (city of the second class, commission form of government); K.S.A. 15-201 (city of the third class, mayor-council form of government); K.S.A. 15-311 (city of the third class, mayor-council form of government); and K.S.A. 15-1405 (city of the third class, mayor-commission form of government)] L. 2015, ch. 88, sec. 71 did not repeal these statutes, which means cities can interpret the new law in many ways:

1. Cities can follow the new law or follow the statute that applies to their class and/or form of government. If a city has chartered out of the statute that applies to their class and/or form of government, (example: a city of the third class with a council form of government that chartered out of K.S.A. 15-201) the city can choose to follow the new law or its charter ordinance;
2. Cities can read the new law together with the existing vacancy filling statutes. Under this interpretation, cities may fill their vacancies using the procedure outlined in the statute (or respective charter ordinance) that applies to their class and/or form of government. The city would then hold a special election if it could not fill the vacancy within 60 days. Please note, however, this may lead to absurd results especially in cities of the second and third class with commission forms of governments. These cities are already required to fill a governing body vacancy within 10 days; or

3. Cities can take the position that the new law conflicts so much with other vacancy filling statutes that it takes precedence. In that case, the city would follow the new law.

The city manager form of government adds another layer of complexity. The legislature recodified the city manager form of government statutes in the same legislation as the new governing body vacancy filling process. While the legislature retained the city manager form of government, it repealed K.S.A. 12-1036d, which provided the governing body vacancy filling process for that form of government. Because the legislature repealed this statute, cities with the city manager form of government that were following K.S.A. 12-1036d must abide by the new law.

What should cities do?

The purpose behind L. 2015, ch. 88, sec. 71 is to ensure cities fill governing body vacancies in a timely manner so citizens are properly represented in their communities. The League agrees that this is an important policy concern and advises cities to fill governing body vacancies as soon as possible. Nevertheless, because the application of L. 2015, ch. 88, sec. 71 causes significant confusion, the League recommends every city charter out of the new law. In July, the Office of Revisor of Statutes provided a composite listing of the new, repealed, and amended statutes from the 2015 legislative session. According to the list, the new governing body vacancy filling process will be in K.S.A. Supp. 12-104a. The League has always believed that cities – following the constitutional home rule authority approved by Kansas voters in 1960 – may charter out of most statutes in Chapter 12, because the enactment is nonuniform. Thus, it is the League's opinion that cities can and should charter out of this new law. Unless a city desires to put its vacancy-filling process in a charter ordinance, the League recommends cities simply exempt themselves from the law. In summary, while the League believes it is important for every city to fill a governing body vacancy as soon as possible, because of the ongoing confusion of L. 2015, ch. 88, sec. 71, the League recommends every city charter out of the new law.

Footnotes

ⁱ The legislature also changed the governing body vacancy filling processes established in K.S.A. 12-344 and K.S.A. 2014 Supp. 12-363, which respectively apply only to the Unified Government of Wyandotte County and the Unified Government of Greeley County. (See L. 2015, ch. 88, sec. 72-73)

APPENDIX A - CHARTER ORDINANCES

NOTE: The charter ordinances included herein are for information only. Each of them contains the substance as adopted by the governing body but enacting clauses, publication clauses and signatures have been omitted to conserve space. Complete copies of each charter ordinance as adopted are on file in the office of the city clerk and with the Kansas secretary of state. Date of passage by the governing body of each charter ordinance is shown in parentheses at the end of the text.

CHARTER ORDINANCE NO. 1

A CHARTER ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF K.S.A. 14-205, INSOFAR AS ANY PORTION THEREOF RELATES TO THE RESIDENCE REQUIREMENT FOR CITY TREASURER.

Section 1. That the City of Osawatomie, Kansas, a city of the second class, by virtue of the power vested in it by Article 12, Section 5, of the constitution of the State of Kansas, hereby elects to and does exempt itself from and make inapplicable to it the provisions of K.S.A. 14-205, insofar as any portion thereof relates to the office of city treasurer, removing the requirement that the city treasurer be a resident of the City of Osawatomie. Nothing herein shall authorize the appointment of a city treasurer who is a non-resident of the State of Kansas. (06/79)

ORDINANCE NO. 2

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF SECTIONS 14-103 AND 14-201, KANSAS STATUTES ANNOTATED, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, PROVIDING FOR THE ELECTION OF EIGHT COUNCIL MEMBERS, ELECTION OF MAYOR, AND SETTING FORTH THEIR TERMS OF OFFICE.

Section 1. The City of Osawatomie, Kansas, a mayor-council-manager city, being a city of the second class, by the power vested in it and conferred upon it by Article 12, Section 5, of the constitution of the State of Kansas, hereby elects to and does exempt itself from and makes inapplicable to it Sections 14-103 and 14-201, of Kansas Statutes Annotated, which apply only to cities of the second class and which are not applicable uniformly to all cities, and hereby elects to provide substitute and additional provisions as hereinafter recited.

Section 2. The governing body of the City of Osawatomie, Kansas, shall consist of eight council members and one mayor. Two council members shall be elected from each ward. The mayor shall be elected at large.

Section 3. A regular city election shall be held on the first Tuesday in April of 1981. At said election the person receiving the highest number of votes in that ward shall be elected to the council for a term of two years. The person receiving the second highest number of votes in that ward shall be elected to the council for a term of one year. The mayor shall be elected for a term of two years. Thereafter, in 1982 and all subsequent years, elections shall be had for the purpose of filling the vacancies of the council members, or mayor, whose term shall have expired, and said person shall be elected for a term of two years. (06-12-80)

CHARTER ORDINANCE NO. 3

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS FROM THE PROVISIONS OF SECTION 41-719, KANSAS STATUTES ANNOTATED, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, PERMITTING THE CONSUMPTION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES IN CERTAIN PORTIONS OF THE CITY UNDER RESTRICTED CONDITIONS, AND REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH.

Section 1. The City of Osawatomeie, Kansas, a mayor-council-manager city, being a city of the second class, by the power vested in it and conferred upon it by Article 12, Section 5, of the constitution of the State of Kansas, hereby elects to and does exempt itself and makes inapplicable to it Section 41-719, of Kansas Statutes Annotated, which said statute is not applicable uniformly to all cities, and hereby elects to provide substitute and additional provisions, as hereinafter recited.

Section 2. The consumption of alcoholic liquor and cereal malt beverages in the municipal auditorium, Shelter House located in John Brown Park, and Shelter House located at the city lake, is hereby authorized at private gatherings only, under the conditions hereinafter set forth.

Section 3. Before any such consumption of alcoholic liquor or cereal malt beverage shall be permitted, the person desiring permission to do the same shall make written application to the city manager, and such consumption shall be permitted only after the city manager has approved the same, and the applicant has paid the necessary permit fee for the lease and use of the premises.

Section 4. Consumption of alcoholic liquor and cereal malt beverages shall be limited solely to the lessee and its guests, and provided further that no charge shall be made by the lessee for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance co-mixed with any alcoholic liquor, and no sale of alcoholic liquor or cereal malt beverage, directly or indirectly, shall be made. (02-10-83)

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: Oct 2015	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	527,870.00		424,784.74	103,085.26
Codes Enforcement	148,864.00		109,459.55	39,404.45
Police	872,845.00	1,762.49	731,727.40	142,880.09
John Brown Cabin	37,993.00		28,149.53	9,843.47
Public Works	225,851.00		146,906.61	78,944.39
Swimming Pool	-		-	-
Properties & Maintenance	273,740.00		198,375.28	75,364.72
Fire	62,670.00		39,629.14	23,040.86
Municipal Court	162,744.00		118,319.89	44,424.11
Levees & Storm Water	34,240.00		8,722.01	25,517.99
Library	137,406.00	1,020.56	103,499.67	34,926.89
TOTAL	2,484,223.00	2,783.05	1,909,573.82	577,432.23
WATER				
Administration	282,162.00		226,765.53	55,396.47
Water Treatment	372,804.00		295,203.75	77,600.25
Water Distribution	271,615.00		230,488.66	41,126.34
TOTAL	926,581.00	-	752,457.94	174,123.06
ELECTRIC				
Administration	1,167,012.00		931,852.35	235,159.65
Electric Production	2,432,933.00		1,980,888.84	452,044.16
Elect Transmission	550,172.00		391,688.93	158,483.07
TOTAL	4,150,117.00	-	3,304,430.12	845,686.88
EMPLOYMENT BENEFIT	744,130.00	122,437.24	774,890.67	91,676.57
REFUSE	421,000.00		312,244.74	108,755.26
LIBRARY	8,000.00	30.00	7,015.59	1,014.41
RECREATION	7,268.00		3,949.22	3,318.78
RURAL FIRE	60,000.00		49,906.41	10,093.59
INDUSTRIAL	34,460.00		16,396.12	18,063.88
REVOLVING LOAN	-		73,231.68	(73,231.68)
SPECIAL PARKS & REC	57,318.00		52,301.68	5,016.32
ST IMPROVEMENT	144,980.00		44,862.11	100,117.89
BOND & INTEREST	766,705.00		751,875.00	14,830.00
PUBLIC SAFETY EQUIP.	-		13,532.00	(13,532.00)
FIRE INS PROCEEDS	-		-	-
SEWER	1,019,143.00		754,724.30	264,418.70
REC EMP BENEFITS	672.00		506.41	165.59
GOLF COURSE	368,630.00	-	356,384.49	12,245.51
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	47,685.00	-	43,031.76	4,653.24
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	432,083.00		384,465.07	47,617.93
CAPITAL IMP. - STREET	1,485,463.00		61,914.51	1,423,548.49
CAPITAL IMP - SEWER	104,611.00	2,392.50	98,476.60	8,526.90
CAPITAL IMP - GRANTS	1,167,050.00		130,968.02	1,036,081.98
CAPITAL IMP - WATER	1,210,000.00		449,150.00	760,850.00
CAFETERIA 125 #50	44,900.00		33,852.63	11,047.37
COURT ADSAP #51	-		-	-
COURT BONDS #52	8,000.00		4,708.75	3,291.25
FOREITURES #53	-		900.00	(900.00)
OLD STONE CHURCH #54	-		-	-
PAY PAL #55	-		-	-
GRAND TOTAL	15,693,019.00	127,642.79	10,385,749.64	5,434,912.15

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: October 2015	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 10/31/2015
GENERAL OPERATING	234,071.92	2,178,613.24	1,906,790.77	505,894.39		505,894.39
WATER	122,292.04	809,760.70	752,457.94	179,594.80		179,594.80
ELECTRIC	622,115.36	3,242,578.89	3,304,430.12	560,264.13		560,264.13
EMPLOYEE BENEFIT	107,698.44	659,870.03	652,453.43	115,115.04		115,115.04
REFUSE	19,986.28	329,290.67	312,244.74	37,032.21		37,032.21
LIBRARY	102,054.01	12,089.28	6,985.59	107,157.70		107,157.70
RECREATION	3,267.99	681.23	3,949.22	-		-
RURAL FIRE	3,391.81	51,037.74	49,906.41	4,523.14		4,523.14
INDUSTRIAL	49,980.48	27,278.57	16,396.12	60,862.93		60,862.93
REVOLVING LOAN	72,758.43	473.25	73,231.68	-		-
SPECIAL PARKS & REC	90,821.54	51,069.45	52,301.68	89,589.31		89,589.31
STREET IMPROVEMENTS	127,185.86	119,912.69	44,862.11	202,236.44		202,236.44
BOND & INTEREST	119,631.91	661,832.52	751,875.00	29,589.43		29,589.43
PUBLIC SAFETY EQUIP.	3,704.23	13,500.85	13,532.00	3,673.08		3,673.08
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	357,409.31	708,384.18	754,724.30	311,069.19		311,069.19
RECREATION BENEFIT	421.66	84.75	506.41	0.00		0.00
GOLF COURSE	6,362.09	351,474.38	356,384.49	1,451.98		1,451.98
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	25,564.38	57,640.18	43,031.76	40,172.80		40,172.80
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	227,418.52	181,789.25	384,465.07	24,742.70		24,742.70
CAPITAL IMP. - STREETS	65,978.61	909,123.05	61,914.51	913,187.15		913,187.15
CAPITAL IMP - SEWER	(139,871.62)	235,587.72	96,084.10	(368.00)		(368.00)
CAPITAL IMP - GRANTS	252,049.88	6,033.28	130,968.02	127,115.14		127,115.14
CAPITAL IMP - WATER	-	1,210,000.00	449,150.00	760,850.00		760,850.00
CAFETERIA 125 # 50	26,578.57	33,059.49	33,852.63	25,785.43		25,785.43
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	7,249.54	10,825.75	4,708.75	13,366.54		13,366.54
FORFEITURES # 53	1,153.42	2,675.00	900.00	2,928.42		2,928.42
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	(95.64)	-	0.01		0.01
TOTALS	2,539,569.35	11,864,570.50	10,258,106.85	4,146,033.00	-	4,146,033.00

CASH TRANSACTIONS REPORT

YEAR: THROUGH OCTOBER
City of Osawatomie

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11/15/2015
8:08 am

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	234,071.92	2,247,435.18	1,975,612.71	505,894.39
02-000-100.101	CASH & INVESTMENTS	122,292.04	817,078.13	759,775.37	179,594.80
03-000-100.101	CASH & INVESTMENTS	622,115.36	3,311,311.74	3,373,162.97	560,264.13
04-000-100.101	CASH & INVESTMENTS	107,698.44	782,757.97	775,341.37	115,115.04
05-000-100.101	CASH & INVESTMENTS	19,986.28	329,290.67	312,244.74	37,032.21
06-000-100.101	CASH & INVESTMENTS	102,054.01	12,119.28	7,015.59	107,157.70
07-000-100.101	CASH & INVESTMENTS	3,267.99	681.23	3,949.22	0.00
08-000-100.101	CASH & INVESTMENTS	3,391.81	51,037.74	49,906.41	4,523.14
09-000-100.101	CASH & INVESTMENTS	49,980.48	27,278.57	16,396.12	60,862.93
10-000-100.101	CASH & INVESTMENTS	72,758.43	473.25	73,231.68	0.00
11-000-100.101	CASH & INVESTMENTS	90,821.54	62,367.31	63,599.54	89,589.31
12-000-100.101	CASH & INVESTMENTS	127,185.86	123,908.76	48,858.18	202,236.44
13-000-100.101	CASH & INVESTMENTS	119,631.91	661,832.52	751,875.00	29,589.43
14-000-100.101	CASH & INVESTMENTS	3,704.23	13,500.85	13,532.00	3,673.08
15-000-100.101	CASH & INVESTMENTS	0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS	357,409.31	714,297.59	760,637.71	311,069.19
17-000-100.101	CASH & INVESTMENTS	421.66	84.75	506.41	0.00
18-000-100.101	CASH & INVESTMENTS	6,362.09	357,339.53	362,249.64	1,451.98
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	25,564.38	59,439.49	44,831.07	40,172.80
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	227,418.52	199,250.42	401,926.24	24,742.70
25-000-100.101	CASH & INVESTMENTS	65,978.61	909,123.05	61,914.51	913,187.15
26-000-100.101	CASH & INVESTMENTS	-139,871.62	237,980.22	98,476.60	-368.00
27-000-100.101	CASH & INVESTMENTS	252,049.88	6,925.95	131,860.69	127,115.14
28-000-100.101	CASH & INVESTMENTS	0.00	1,210,000.00	449,150.00	760,850.00
30-000-100.101	CASH & INVESTMENTS	0.00	6,415,603.10	6,415,603.10	0.00
50-000-100.101	CASH & INVESTMENTS	26,578.57	33,059.49	33,852.63	25,785.43
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	7,249.54	10,825.75	4,708.75	13,366.54
53-000-100.101	CASH & INVESTMENTS	1,153.42	2,675.00	900.00	2,928.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	95.65	0.00	95.64	0.01
Total for 100.101		2,539,569.35	18,597,677.54	16,991,213.89	4,146,033.00
Total for 100.101		2,539,569.35	18,597,677.54	16,991,213.89	4,146,033.00
Grand Totals:		2,539,569.35	18,597,677.54	16,991,213.89	4,146,033.00

CHARTER ORDINANCE NO. 17

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS, FROM THE PROVISIONS OF L. 2015, CH. 88, SEC. 11, RELATING TO THE CITY MANAGER FORM OF GOVERNMENT AND FROM THE PROVISIONS OF K.S.A. 14-103 AND 14-201 RELATING TO THE ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, TRANSITIONS TO NOVEMBER ELECTIONS, THE APPOINTMENT OF OFFICERS, AND NOMINATION PETITIONS, FILLING VACANCIES IN THE GOVERNING BODY AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER ORDINANCE NO. 2.

WHEREAS, the Kansas Legislature passed L. 2015, Chapter 88 (H.B. 2104), which amended and transferred the statutory provisions for the mayor-council-manager form of government, and L. 2015, Chapter 88, Section 8(a) states that a city shall continue to operate under its current form of government if established at an election until such time that the city's form of government is changed;

WHEREAS, the statutory provisions for the mayor-council-manager form of government have been recodified in L. 2015, Chapter 88, Section 11;

WHEREAS, L. 2015, Chapter 88, Section 8(b) states that all existing ordinances and charter ordinances relating to a city's form of government shall remain in effect until amended or repealed by such city;

WHEREAS, the City of Osawatomie, Kansas, wishes to exempt itself from provisions within L. 2015, Chapter 88, Section 11 and provide for the election of its Mayor and Council and the terms of office.

WHEREAS, the City of Osawatomie previously adopted Charter Ordinance No. 2 which exempted the City from the provisions of Kansas Statutes Annotated Sections 14-103 and 14-201 and by said Charter Ordinance adopted alternative provisions relating to City government and elections of the Mayor and City Council.

WHEREAS, the City of Osawatomie wishes to again exempt itself from the provisions of Kansas Statutes Annotated Sections 14-103 and 14-201 and to repeal Charter Ordinance No. 2 and replace said Charter Ordinance and adopt and revise provisions relating to City government and elections of the Mayor and City Council.

WHEREAS, L. 2015, Chapter 88, Section 71, establishes a procedure that relates to the filling of governing body vacancies, which enactment applies to this city, but does not apply uniformly to all cities and the City has established by existing ordinance a procedure that provides for filling of governing body vacancies which differs from said law but which the City wishes to continue to follow.

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

Section 1. The City of Osawatome, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of L. 2015 Chapter 88, Section 11 and Sections 14-103 and 14-201 of Kansas Statutes Annotated and further elects to and does exempt itself and make inapplicable to it the provisions of L. 2015, Chapter 88, Section 71, which laws apply to this city, but are parts of enactments which do not apply uniformly to all cities.

Section 2. The City of Osawatome, Kansas, continues to operate under the mayor-council-manager form of government and pursuant to all existing ordinances and charter ordinances relating to its form of government. The governing body shall consist of a mayor and eight council members to be elected to terms as set forth herein. The mayor and council members shall be residents and qualified electors of the City of Osawatome, Kansas. The governing body of the city may, by ordinance, divide the city into wards and precincts, establish the boundaries thereof, and number the same. No ordinance redefining wards and precincts shall become effective less than 30 days prior to the next regular city election.

Section 3. Those governing body positions with terms that would have expired in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms expiring in April 2016, shall expire when the city officials elected in the April 2016 general election take office. Officials elected in the April 2016 election shall take office at the first regular meeting of the governing body following certification of the election by the County election officer and will expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.

Section 4. A general election shall take place on the first Tuesday in April of 2016 for the purpose of electing positions on the governing body that will expire in April of 2016. Commencing in November of 2017, general elections shall take place on the Tuesday succeeding the first Monday in November 2017, and on the Tuesday succeeding the first Monday in November of odd numbered years thereafter for all such governing body positions whose terms will expire in January of the following year. The governing body shall be elected to terms as set

forth herein. Two council members shall be elected from each ward. The mayor shall be elected at large. Council members shall be elected from the ward in which they are a resident.

Section 5. After the election to be held on November of 2017 elections will be held in odd numbered years for all such governing body positions whose terms will expire in January of the following year. Beginning with the election to be held on November of 2017, the mayor and four council members shall be elected at the election to be held in odd numbered years, and the mayor and the remaining four council members shall be elected at the election to be held in November of 2019. One council member from each ward shall be elected at one election, and the other council member from that ward shall be elected at the succeeding election. The council members shall have four year terms. The mayor shall have a two year term.

Section 6. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 7. This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

Section 8. Charter Ordinance No. 2 is repealed.

PASSED, APPROVED AND ADOPTED by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, this 10th day of December, 2015.

CITY OF OSAWATOMIE, KANSAS

By _____

L. Mark Govea, Mayor.

(SEAL)

ATTEST:

By _____

Tammy Seamands, City Clerk