

OSAWATOMIE CITY COUNCIL

AGENDA

April 14, 2016

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. April 14 Agenda
 - B. Minutes from March 24, 2016
 - C. Appropriation Ordinance 2016-3
 - D. Payment Application #1 – CDBG Special Round – Bleachers
 - E. Payment Application #1 – CDBG Main Street – Kansas Heavy Construction
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentations & Proclamations
 - A. Proclamation – Arbor Day
8. Public Hearings
9. Unfinished Business
10. New Business
 - A. Election Results – Administer Oath of Office
 - B. Elect Council President and Vice President
 - C. Approve Official City Depository
 - D. Ordinance - Rezoning – Beachner’s Addition Area – I-1 to G-B
 - E. Proposed Easement – by City to Loft on Sixth
 - F. Bid Award – Solomon Corporation – Rewinding Transformers
 - G. Supplemental Agreement with MiCo Fire District #1 – Smeal Pumper Truck
 - H. Discussion of City Auditorium Repairs
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

REGULAR MEETING – April 28, 2016

REGULAR MEETING – May 12, 2016

Osawatomie, Kansas. **March 24, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:33 p.m. Council members present were Farley, Hunter, LaDuex, Hampson (arrived at 6:54 p.m.), Walmann and Wright. Absent were Dickinson and Maichel. Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Virginia Adams with Community of Christ Church, Charity Keitel with Miami County Newspapers, Ben Kennedy, David Arteberry, David Ellis with the Osawatomie Police Department, Bill Justesen and Dave Peterson.

INVOCATION. Virginia Adams with Community of Christ Church.

CONSENT AGENDA. Approval of March 24th Agenda and March 10th Minutes. **Motion** made by Hunter, seconded by LaDuex to approve the Consent Agenda. Yeas: All.

COMMENTS FROM THE PUBLIC.

Virginia Adams with the Community of Christ Church invited everyone to the Good Friday service on March 25th at 7pm held at the Old Stone Church. There would be nine different churches providing the program.

Ben Kennedy, 418 Lincoln Ave, mentioned there was a lot of stagnant water in the ditch on the east side of his property in the ditch. This is causing a big snake issue in his yard and would like for someone to take a look at the ditch.

PRESENTATIONS. none

PUBLIC HEARINGS. none

UNFINISHED BUSINESS.

RESOLUTION - BOND OFFERING FOR PERMANENT FINANCING OF TEMPORARY NOTES.

UNDERWRITER ENGAGEMENT AGREEMENT.

Dave Arteberry, with George K. Baum, explained to the council that they approved temporary notes in May 2015 for purchasing the new police station, renovation of the old station, Main Street waterline relocations and funding for the street project. The temporary notes are due May 31st to move on with permanent financing of the projects. **Motion** made by LaDuex, seconded by Hunter to approve Resolution No. 716 Authorizing and Providing for Giving of Notice of Redemption of Certain of the City's General Obligation Bonds and Authorizing and Providing for the Underwriting and Offering for Sale of the City's General Obligation Refunding and Improvement Bonds.

NEW BUSINESS.

APPOINTMENT – PLANNING COMMISSION/BOARD OF ZONING APPEALS. We currently have five members, three of their terms have expired. We have asked John Wastlund who has been involved with the City to serve on the committee and he has agreed, but could not start until April 1st. **Motion** made by LaDuex, seconded by Hunter to Approve the Appointment of John Wastlund, to replace Terry Anderson's position, effective April 1st to the Planning Commission and Board of Zoning Appeals. Yeas. All.

RESOLUTION – DESIGNATING THE OFFICIAL NEWSPAPER. City Manager Cawby explained with the merge of the Osawatomie Graphic into the Miami County Republic we should consider designating the official newspaper. **Motion** made by Hunter, seconded by LaDuex to Designate the Miami County Republic as the City's Official Newspaper. Yeas. All.

PROPOSED MINI-GRANT PROGRAM. City Manager Cawby presented a mini grant program that the Miami County Economic Development is administering. The county would provide \$250 for each grant and they are asking if an applicant falls within a city, that the city would match the \$250, to make that a \$500 grant to the business. **Motion** made by Hampson, seconded by LaDuex to Approve the Authorization of the Mini-Grant Program not to exceed 4 Grants (\$1,000) per Year. Yeas. All.

BID AWARD – INSTALLATION OF GROUND GRID FOR 7TH STREET GENERATORS. Dave Peterson, with JEO, presented to the council the bids for the 7th Street portion of the generation project. There were no local companies that bid on the project but did get a company from Nebraska that bid on the project. **Motion** made by LaDuex, seconded by Hampson to Approve the bid of \$34,264 with IES Commercial Inc. to construct the Ground Grid for 7th Street Generators. Yeas. All.

RENEWAL OF PROPERTY AND CASUALTY INSURANCE. City Manager Cawby explained that we received a renewal bid of \$172,027 from EMC for the 2016-2017 year. **Motion** made by LaDuex, seconded by Hunter to Approve the Renewal of Insurance with EMC Insurance through Elliot Insurance Group. Yeas. All.

PURCHASE – USED GOLF CARTS. City Manager Don Cawby presented to the council that golf cart replacement funding was set in the budget for 2017, but we have the opportunity to purchase ten used carts that match our current fleet at a very good price. This will cut down on the rental expenses during larger tournaments. **Motion** made by Hunter, seconded by LaDuex to Purchase ten (10) Used Golf Carts. Yeas. All.

PURCHASE – POLICE CAR CAMERA SYSTEM. Bill Justesen, IT Director for the City, and Dave Ellis, Interim Police Chief, presented the vendor options for the camera systems for the police vehicles, as well as answered questions regarding the systems. They are recommending Pro-Vision for the camera system, with the option that we are able to purchase body cams at the rate of \$295 each. **Motion** made by LaDuex, seconded by Hampson to Purchase a Camera System from Pro-Vision for four (4) Vehicles. Yeas. All.

REVIEW NUISANCE PROPERTIES FOR CONDEMNATION LIST. City Manager Cawby provided the Council with a condemnation list of 53 properties, but only 9 detail reports. Council has advised him to move forward with the 9 properties and begin the condemnation process.

COUNCIL REPORTS. None

MAYOR'S REPORT.

Attended the Miami County Home Show, passed out information to the Council.

CITY MANAGER'S REPORT.

Interim Chief Ellis reported activity to the Council from February and part of March.

Discussed that we really need to do a Council Retreat Planning Session and would like to do this on a Saturday in April. He will be sending out dates to see what works for everyone.

Received a second notice from the State on our water meter. Staff is working on this.

Will be working on the recodification.

A stone panel has come loose above the Auditorium entrance. We are currently getting bids to get the stone connected back to the building as well as other cosmetic places on the building to get fixed.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:29 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

		Contractor's Application for Payment No. _____	
Application Period: <u>3-1-16 to 3-31-16</u>		Application Date: <u>3-25-16</u>	
To (Owner): City of Osawatomie, KS	From (Contractor): <u>Heartland Seating, Inc</u>	Via (Engineer): BG Consultants, Inc.	
Project: 2016 Sidewalk Improvements	Project: 2016 Sidewalk Improvements		
CDBG Project No.: 15-PF-064	Contractor's Project No.:	Engineer's Project No.: 14-1331L	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$ <u>56,654</u>
2. Net change by Change Orders	\$ <u>0</u>
3. Current Contract Price (Line 1 ± 2)	\$ <u>56,654</u>
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F on Progress Estimate)	\$ <u>56,654</u>
5. RETAINAGE:	
a. 10% X _____ Work Completed	\$ <u>0</u>
b. 10% X _____ Stored Material	\$ <u>0</u>
c. Total Retainage (Line 5a + Line 5b)	\$ <u>0</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ <u>56,654</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ <u>0</u>
8. AMOUNT DUE THIS APPLICATION	\$ <u>56,654</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ <u>0</u>

Contractor's Certification	
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: <u>Kathy Peterson</u>	Date: <u>3-25-16</u>

Payment of:	\$ <u>56,654.00</u>	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	<u>Diane Rosbaugh</u>	<u>4/1/16</u>
	(Engineer)	(Date)
Payment of:	\$ _____	
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): 2016 Sidewalk Improvements							Application Number:			
Application Period: 3-1-16 to 3-31-16							Application Date: 3-25-16			
A			B	C	D	E	F			
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	Bleachers	8	7081.25	56,654	8	56,654	∅	56,654	100	∅
Totals										



2016 Sidewalk Improvements
Osawatomie, Kansas

COMPLETION OF WORK CERTIFICATE

CDBG No. 15-PF-064 Engineer's Project No. 14-1331L

Project: 2016 Sidewalk Improvements

To: City of Osawatomie, KS (Owner)

In compliance with the General Conditions of this Project, Article 14.07, on the basis of my observations and review of the Work, Final Inspection, and Review of the Final Payment, I am satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contractor Documents.

I hereby recommend that the Final Completion Date of this Project be set as April 1, 2016 and that the Final Payment be approved.

Dated this 1st day of April, 2016.

BG Consultants, Inc.
Engineer

By: Diane Rosebaugh

Title: Design Engineer

The Final Completion Date as set in this Certificate is hereby approved.

Heartland Seating, Inc.
Contractor

By: Kathy Johnson

Title: Sec Treasurer

Approved by Owner:

By: _____

Date: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

Engineer's Project No. 14-1331L

Project: 2016 Sidewalk Improvements

To: City of Osawatomie, KS (Owner)

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as Principal Contractor, or by a Subcontractor or otherwise, for supplies, materials, or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said Contract, either by me as Principal Contractor, or by a Subcontractor, or otherwise.

Dated this 25 day of March, 2016.

Heartland Seating, Inc.
Contractor

Kathy Peterson
By

Secretary - Treasurer
Title

State of Kansas)ss.
County of Johnson)

On this 25 day of March, 2016, before me personally appeared , known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Katie Albertson
Notary Public

My Commission Expires 4-28, 2019.

NOTARY PUBLIC
State of Kansas
Katie Albertson
Appt expires April 28, 2019

RELEASE OF FINAL ESTIMATE BY SURETY

CONTRACTOR (Name and Address): Heartland Seating, Inc.
11222 Johnson Drive
Shawnee, KS 66203

OWNER (Name and Address): City of Osawatomie, Kansas
439 Main Street
Osawatomie, KS 66064

CONTRACT

Date:

Amount: \$56,654 Fifty Six Thousand Six Hundred Fifty Four and 00/100 Dollars

Description (Name and Location): CDBG PROJECT NO. 15-PF-064 "2016 BLEACHER WORK"

In compliance with the General Conditions of this project, Article 14.07

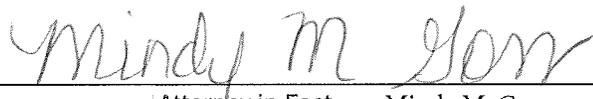
Old Republic Surety Company

(Name of Bonding Company)

as surety, hereby releases for payment, the Final Estimate on the above Project. The bonding company shall maintain bonding of the project until 02/17/2017.

(Seal)

By:



Attorney-in-Fact Mindy M. Goss



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Mindy M. Goss

its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: March 25, 2016

Surety Bond number: 2160487

Principal: Heartland Seating, Inc.

Obligee: City of Osawatomie, Kansas

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 25th day of March, 2016.


Assistant Secretary

Contractor's Application for Payment No. 1

Application Period: 3/14/16 - 4/5/16		Application Date: 4/5/2016	
To (Owner): City of Osawatomie, KS	From (Contractor): Kansas Heavy Construction, LLC	Via (Engineer): BG Consultants, Inc.	
Project: 2016 Main Street Improvements	Project: 2016 Main Street Improvements		
CDBG Project No.: 15-PF-023	Contractor's Project No.: 1000	Engineer's Project No.: 14-1331L	

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$ 1,115,013.45
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 1,115,013.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 272,897.50
5. RETAINAGE:	
a. 10% X \$272,897.50 Work Completed.....	\$ 27,289.75
b. 10% X _____ Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$ 27,289.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 245,607.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 245,607.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 869,765.70

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 4-6-16

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Agency (if applicable)) _____ (Date)

Endorsed by the Construction Specifications Institute.

For (contract): 2016 Main Street Improvements							Application Number: 1			
Application Period: 3/14/16 to 4/5/16							Application Date: 4/5/2016			
A				B	C	D	E	F		
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1.	Contractor Construction Staking	1	\$ 9,500.00	\$9,500.00	0.95	\$9,025.00		\$9,025.00	95.0%	\$475.00
2.	Mobilization	1	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$35,000.00	100.0%	
3.	Removal of Existing Structures	1	\$ 3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
4.	Clearing and Grubbing	1	\$ 7,000.00	\$7,000.00	1	\$7,000.00		\$7,000.00	100.0%	
5.	Adjust Waterline (Vertical)	2	\$ 5,500.00	\$11,000.00						\$11,000.00
6.	Pavement Removal	10,896	\$ 9.00	\$98,064.00	10896	\$98,064.00		\$98,064.00	100.0%	
7.	Unclassified Excavation	5,077	\$ 25.50	\$129,463.50	1269	\$32,359.50		\$32,359.50	25.0%	\$97,104.00
8.	Compaction of Earthwork (Type B)	118	\$ 45.00	\$5,310.00						\$5,310.00
9.	Traffic Control	1	\$ 15,500.00	\$15,500.00	1	\$15,500.00		\$15,500.00	100.0%	
10.	Inlet (Curb) (Setback) (Precast)	5	\$ 4,150.00	\$20,750.00	5	\$20,750.00		\$20,750.00	100.0%	
11.	Junction Box (5' Diameter)	2	\$ 3,750.00	\$7,500.00	2	\$7,500.00		\$7,500.00	100.0%	
12.	Curb and Gutter (Combined) (AE)	3,918	\$ 20.00	\$78,360.00						\$78,360.00
13.	Storm Sewer (15")(RCP)	135	\$ 55.00	\$7,425.00	117	\$6,435.00		\$6,435.00	86.7%	\$990.00
14.	Storm Sewer (15")(HDPE,RCP)	60	\$ 61.00	\$3,660.00	60	\$3,660.00		\$3,660.00	100.0%	
15.	Storm Sewer (18")(HDPE,RCP)	205	\$ 56.00	\$11,480.00	234	\$13,104.00		\$13,104.00	114.1%	-\$1,624.00
16.	Storm Sewer (21")(RCP)	59	\$ 85.00	\$5,015.00	59	\$5,015.00		\$5,015.00	100.0%	
17.	Storm Sewer (2.5sq.ft.)(RCPHE)	59	\$ 215.00	\$12,685.00	59	\$12,685.00		\$12,685.00	100.0%	
18.	Flowable Fill	3	\$ 250.00	\$750.00	3	\$750.00		\$750.00		
19.	Sidewalk Construction (4") (AE)	118	\$ 48.00	\$5,664.00						\$5,664.00
20.	Sidewalk Ramp (AE)	104	\$ 149.00	\$15,496.00						\$15,496.00
21.	Concrete Pavement (6" Uniform)(AE)(Driveways)	475	\$ 58.00	\$27,550.00						\$27,550.00
22.	Concrete Pavement (8" Uniform)(AE)(Intersections)	695	\$ 62.50	\$43,437.50						\$43,437.50
23.	Concrete Pavement (8" Uniform)(AE)(Parking)	391	\$ 59.00	\$23,069.00						\$23,069.00
24.	Crushed Stone Subgrade (6")	1814	\$ 10.00	\$18,140.00						\$18,140.00
25.	HMA-Commercial Grade (Class A)(Base Course)(2")(Driveways)	13	\$ 180.00	\$2,340.00						\$2,340.00
26.	HMA-Commercial Grade (Class A)(Surface Course)(2")(Driveways)	12	\$ 180.00	\$2,160.00						\$2,160.00
27.	Surfacing Material (AB-3)(Driveways)	28	\$ 22.50	\$630.00						\$630.00
28.	Surfacing Material (Brick)(Driveways)	4	\$ 300.00	\$1,200.00						\$1,200.00
29.	Aggregate Base (AB-3)(6")	130	\$ 12.50	\$1,625.00						\$1,625.00
30.	Concrete Wheel Stops	15	\$ 135.00	\$2,025.00						\$2,025.00
31.	Temporary Inlet Sediment Barrier	5	\$ 80.00	\$400.00	5	\$400.00		\$400.00	100.0%	
32.	Temporary Gutterbuddy	5	\$ 70.00	\$350.00						\$350.00
33.	Temporary Sediment Trap	18	\$ 50.00	\$900.00						\$900.00
34.	Temporary Construction Entrance	1	\$ 2,150.00	\$2,150.00	1	\$2,150.00		\$2,150.00		
35.	Temporary Seeding	1	\$ 3,000.00	\$3,000.00						\$3,000.00
36.	Pavement Marking (Multi-Component)(White)(4")	296	\$ 0.80	\$236.80						\$236.80
37.	Pavement Marking (Multi-Component)(White)(6")	638	\$ 1.00	\$638.00						\$638.00
38.	Pavement Marking (Multi-Component)(White)(8")	75	\$ 6.00	\$450.00						\$450.00
39.	Pavement Marking (Multi-Component)(Yellow)(4")	5602	\$ 0.80	\$4,481.60						\$4,481.60

For (contract):							2016 Main Street Improvements				Application Number: 1	
Application Period:							3/14/16 to 4/5/16				Application Date: 4/5/2016	
A				B	C	D	E	F				
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)		
Bid Item No.	Description											
40.	Pavement Marking (PTP)(White)(24")	229	\$ 12.00	\$2,748.00						\$2,748.00		
41.	Pavement Marking Symbol (PTP)(White)(Right Turn Arrow)	2	\$ 365.00	\$730.00						\$730.00		
42.	Pavement Marking Symbol (PTP)(White)(Handicap)	2	\$ 365.00	\$730.00						\$730.00		
43.	Sign (Flat Sheet)(High Performance)	101	\$ 17.00	\$1,717.00						\$1,717.00		
44.	Sign Post (2 lb/ft "U" Steel)	5	\$ 12.00	\$60.00						\$60.00		
45.	Sign Post (2 1/4" Perforated Square Steel Tube)	210	\$ 6.00	\$1,260.00						\$1,260.00		
46.	Sign Post Footing (2 1/4" Perforated Square Steel Tube)	15	\$ 30.00	\$450.00						\$450.00		
Bid Alt #2: 52	Concrete Pavement (8" Uniform)(AE)(NRDJ)	7639	\$ 54.50	\$416,325.50						\$416,325.50		
Bid Alt #2: 53	Crushed Stone Subgrade (6")	8753	\$ 8.35	\$73,087.55						\$73,087.55		
Totals				\$1,115,013.45		\$272,897.50		\$272,897.50	24.5%	\$842,115.95		

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, L. Mark Govea, Mayor of the City of Osawatomie, do hereby proclaim

April 30, 2016

 **Arbor Day**

in the City of Osawatomie, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 14th day of April, 2016.

L. Mark Govea, Mayor
City of Osawatomie

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 14, 2016

AGENDA ITEM: Beachner Area Rezoning

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The included Planning Commission memo describes this issue more fully. This rezoning was sponsored by the City so that more than just 306 Sixth Street (formerly Beachner Grain and Lybarger Oil) would be considered.

COUNCIL ACTION NEEDED: When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the Governing Body may: (1) adopt the Planning Commission recommendation; (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

STAFF RECOMMENDATION TO COUNCIL: The adoption of the Planning Commission recommendation is an appropriate rezoning and fits well with the other adjacent zoning. Staff would recommend approval with full knowledge that some changes may be made to the area when a Comprehensive Plan and Rezoning is adopted.

CITY OF OSAWATOMIE



MEMORANDUM

DATE: April 8, 2016
TO: Mayor Govea and City Council
FROM: Osawatomie Planning Commission
RE: **Proposed Beachner Area Rezoning**

The Osawatomie Planning Commission held a public hearing March 30, 2016 on the Planning Commission's request to rezone the area surrounding the former Beachner Elevator and surrounding areas between Seventh and Sixth Streets and between Parker and the Derrick Jensen Overpass. The rezoning requested would take the property from I-1 (Light Industrial) to G-B (General Business).

At the hearing, only the Planning Commission members, Building Inspector Ted Bartlett, and City Manager Don Cawby were present to discuss the matter. At the hearing City staff noted that while there is a specific project planned on Lot 1 of Beachner's Addition, which is included in the area, the rezoning was being requested for two purposes. First, with the removal of the Beachner elevator in 2013, the property's re-development is now more conducive to a retail or general business use as no other industrial uses are in the area. As one of the major entrances to town, it would be in the City's best interest to provide a zoning that will help clean-up the entrance to the community. Second, general business development is very restricted under the industrial zoning designation.

The Planning Commission reviewed the proposed request and also the proposed retail building for Beachner's Addition. Commissioner Bergin motioned to recommend to the City Council approval of a G-B General Business Zoning District for the subject land based on the findings of compatibility with the matters to be considered in the zoning regulations. Motion was seconded by Commissioner Cutburth. All Commissioners voted in the affirmative.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY IN THE CITY OF OSAWATOMIE, KANSAS FROM I-1 (INDUSTRIAL) TO G-B (GENERAL BUSINESS); AMENDING THE ZONING MAP INCORPORATED BY REFERENCE IN ORDINANCE NO. 3715, AND AMENDMENTS THERETO.

WHEREAS: after due and lawful notice, the Osawatomie Planning Commission on March 30, 2016 held a public hearing, and recommended approval of the request to rezone from I-1 (Industrial District) to G-B (General Business District).

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

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

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

From near the middle of the intersection at Sixth and Parker Streets northerly following the centerline of Sixth Street to where it intersects the southern right-of-way of Derrick Jensen Drive, then southwesterly following the southern right-of-way line of Derrick Jensen drive to Lincoln Street, where Derrick Jensen Drive becomes 7th Street, then southerly along the east right-of-way line of 7th Street to where it intersects with the centerline of Parker Street, and then easterly along a line that would be the centerline of Parker Avenue, if extended, and back to the point of the beginning;

is hereby changed from I-1 (Industrial) to G-B (General Business).

SECTION TWO: That the Zoning Map adopted by Ordinance No. 3715 is hereby amended to reflect the rezoning, as set forth in Section One.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage and one publication in the official City newspaper.

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

APPROVED and signed by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

March 8, 2016

Land Owner Name
Mailing Address
City, State, ZIP

RE: Rezoning proposal for all of the I-1 district that includes 306 Sixth Street in Osawatomie, Kansas

Dear Property Owner:

You are receiving this letter as a result of your proximity to a piece of property that the City of Osawatomie is proposing to be rezoned. The City has indentified this property as needing to be rezoned to better fit the surrounding zoning districts, nearby uses and the character of the neighborhood, as well as accomodating a prospective retail business interested in developing the property located at 306 Sixth Street. The City is proposing the property be rezoned from I-1 Industrial-District to GB General Business Disctrict.

A public hearing will be held on March 30, 2016 at 7:00 p.m., at Memorial Hall in Osawatomie, Kansas. Memorial Hall is located at 411 11th Street.

Enclosed in this letter is a map showing the subject property as well as a copy of the public hearing notice that will be placed in the Miami County Replucic on March 9, 2016. A full legal description of the property is included in the public hearing notice and is available for inspection at City Hall. If you wish to comment, you may submit them in writing to City Hall or attend the public hearing as discussed above.

Should you have any questions, you may contact us at (913) 755- 2146 ext. #102.

Sincerely,

Ted Bartlett
Building Official
City of Osawatomie

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

NOTICE OF PUBLIC HEARING

Published in the Miami County Republic/Osawatomie Graphic, March 9, 2016

OSAWATOMIE PLANNING COMMISSION

March 30, 2016

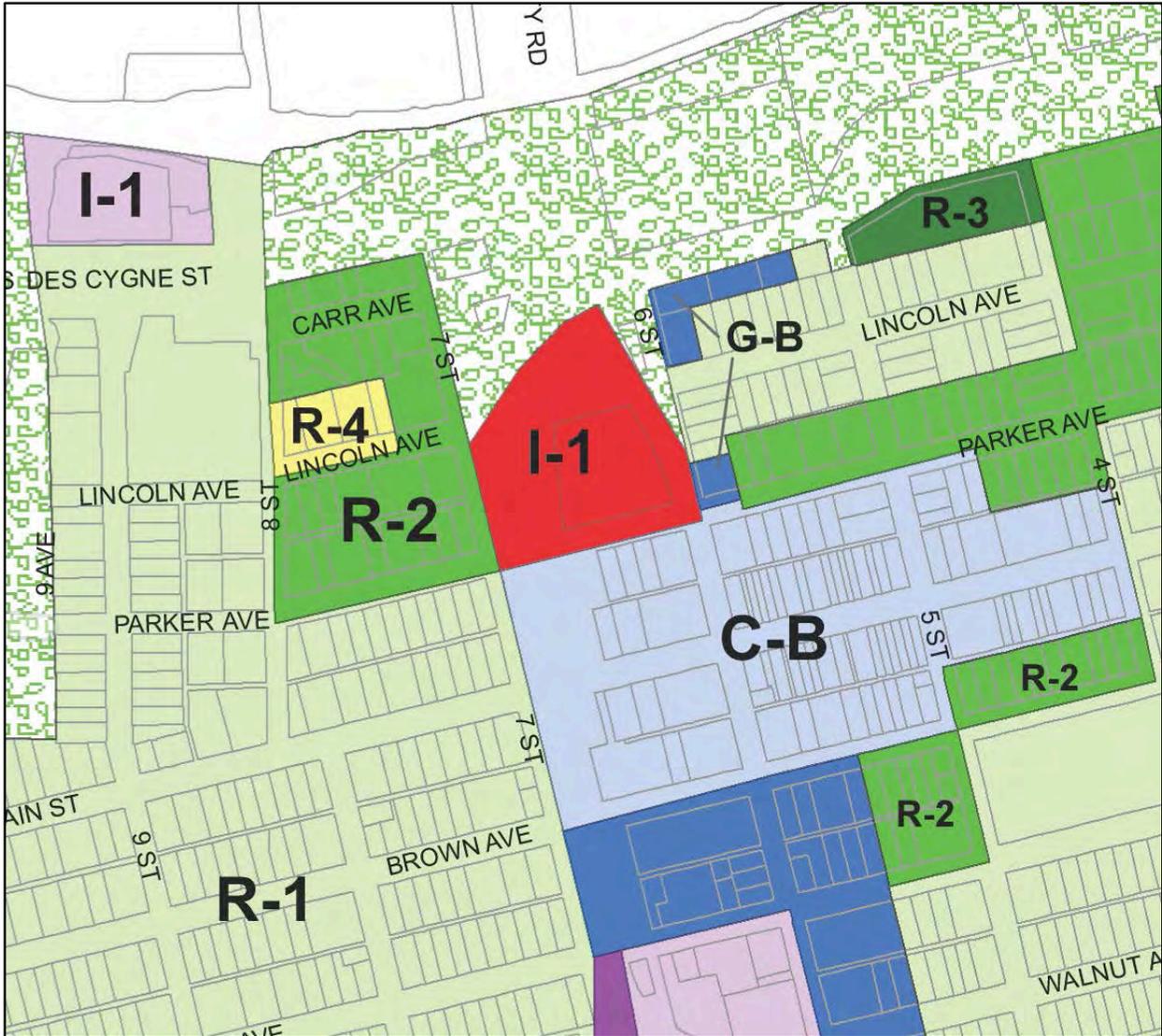
The Osawatomie Planning Commission will hold a public hearing March 30, 2016 at 7:00 pm at Memorial Hall, 411 11th Street, Osawatomie, Kansas. The purpose of the meeting is to consider rezoning property that is currently zoned I-1 that is located at the northwest corner of 6th and Parker, which specifically includes Beachner's Addition. Specifically the property to be rezoned would include all property within the following boundary description:

From near the middle of the intersection at Sixth and Parker Streets northerly following the centerline of Sixth Street to where it intersects the southern right-of-way of Derrick Jensen Drive, then southwesterly following the southern right-of-way line of Derrick Jensen drive to Lincoln Street, where Derrick Jensen Drive becomes 7th Street, then southerly along the east right-of-way line of 7th Street to where it intersects with the centerline of Parker Street, and then easterly along a line that would be the centerline of Parker Avenue, if extended, and back to the point of the beginning. .

This is the entire area that is currently zoned I-1 that contains Beachner's Addition. The purpose of the rezoning application is to rezone the above described property from **I-1 Industrial-District** to **GB General Business District**. Those who wish to comment are urged to attend the hearing or may submit comments in writing to the City of Osawatomie Planning & Zoning Office, 439 Main; Osawatomie, KS 66064, prior to the meeting.

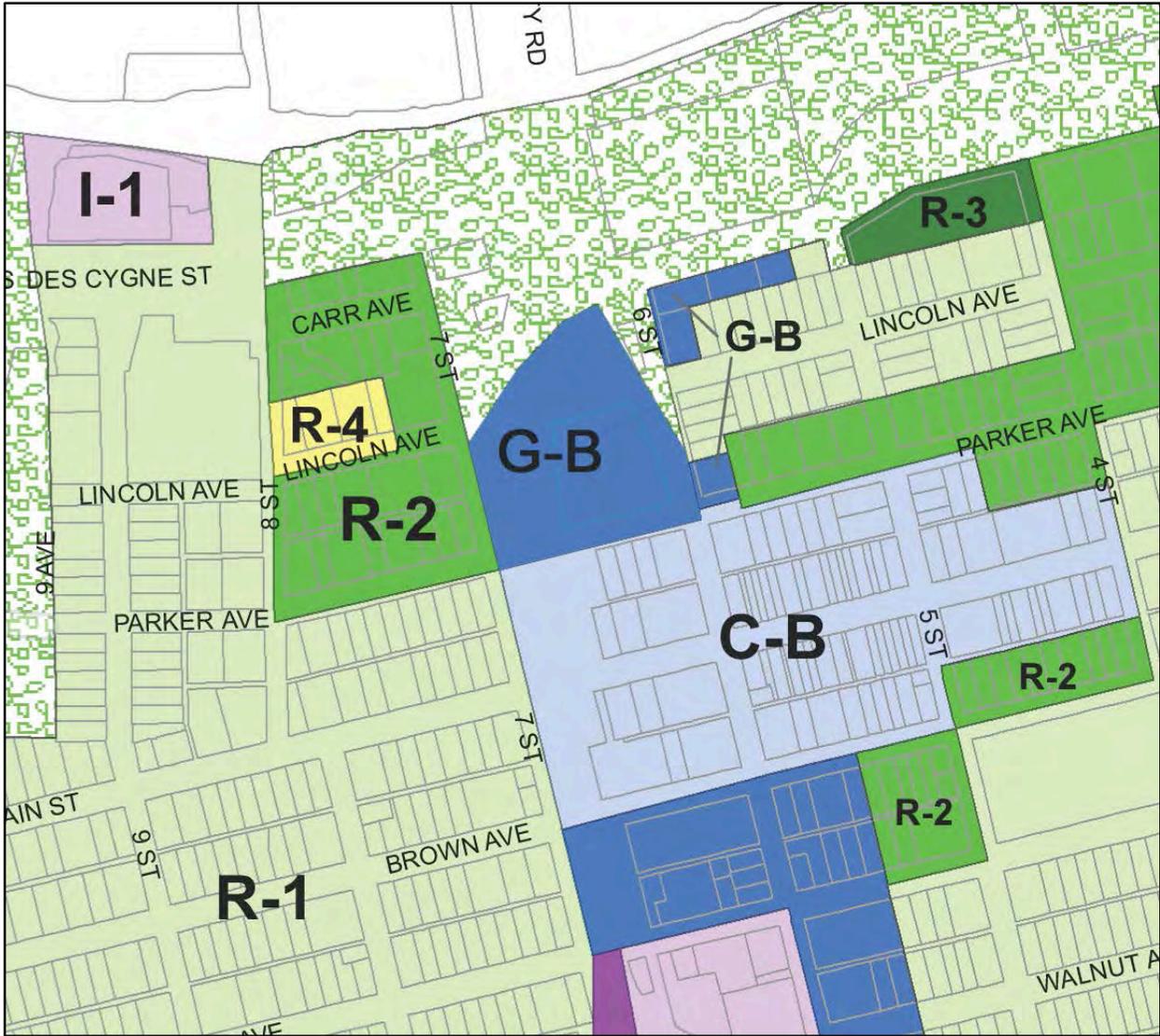
PROPOSED AREA TO BE REZONED

(In Red)



REZONED AREA

IF PROPOSED CHANGED IS APPROVED



CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 14, 2016

AGENDA ITEM: Fire Exit Easement for Loft on Sixth

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The owner of the Loft on Sixth, Spears LLC, requested an easement for egress from their proposed new fire exit located on the west side of their building. The attached drawing shows the proposed new exit ramp and stairs. In the process of determining the best method for legally providing this intrusion into the right of way, we discovered that the current intrusions are on public right-of-way without an easement or conveyance of the right of way.

Therefore, staff recommends that the easiest manner in which to provide this new intrusion and to legally address the current intrusions is to provide an easement to the Loft on Sixth that covers all three ingress and egress structures.

COUNCIL ACTION NEEDED: Consider the proposed easement and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed easement which will allow the Loft on Sixth to have an approved fire safety plan with the Kansas State Fire Marshal, thereby allowing the building to reopen, assuming no other major building issues are discovered.

**EASEMENT FOR FIRE STAIRWELL
AND HOLD HARMLESS**

KNOW ALL PERSONS BY THESE PRESENTS, that **the City of Osawatomie, Kansas, a municipal corporation**, its successors and assigns, hereinafter referred to as Grantor, owner of real property herein described, does hereby grant to Spears, L.L.C., a Kansas Limited Liability Company, hereinafter referred to as Grantee, its successors and assigns, an Easement to construct and maintain a fire stairwell over and through the property described and referenced as Easement A in the attached Exhibit A, which is incorporated into this easement by reference, for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged.

The above easement, as specifically described as Easement A in the attached Exhibit A, is to be used for locating, constructing, improving, reconstructing and maintaining a fire stairwell over, upon and across the described easement, together with the right of ingress and egress.

The Grantee agrees to surrender possession of the premises upon the expiration of this easement or any extension thereof. This easement shall terminate at such time as the existing building that is served by the permitted fire stairwell is demolished.

This easement is conditioned on the agreement of the Grantee, as acknowledged by its member signature herein below, that said company assumes all responsibility for use and maintenance of the property interest that is the subject of this easement and further agrees to absolve, hold harmless and indemnify Grantor from any claim of any kind whatsoever against Grantor that arises as a result of Grantee's use of this easement.

This Easement shall commence upon the date it was executed.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties and it is understood that this Agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

TO THESE COVENANTS, the Grantor and Grantee do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands this _____ day of _____, 2016.

**GRANTOR:
The City of Osawatomie, Kansas,
A Municipal Corporation**

By: _____
L. Mark Govea, Mayor

Attest:

City Clerk

**GRANTEE:
DEAN, L.L.C.
A Kansas Limited Liability Company**

By: _____
Member

EXHIBIT A

LEGAL DESCRIPTION FOR 6' FIRE STAIRWELL EASEMENT:

Easement A:

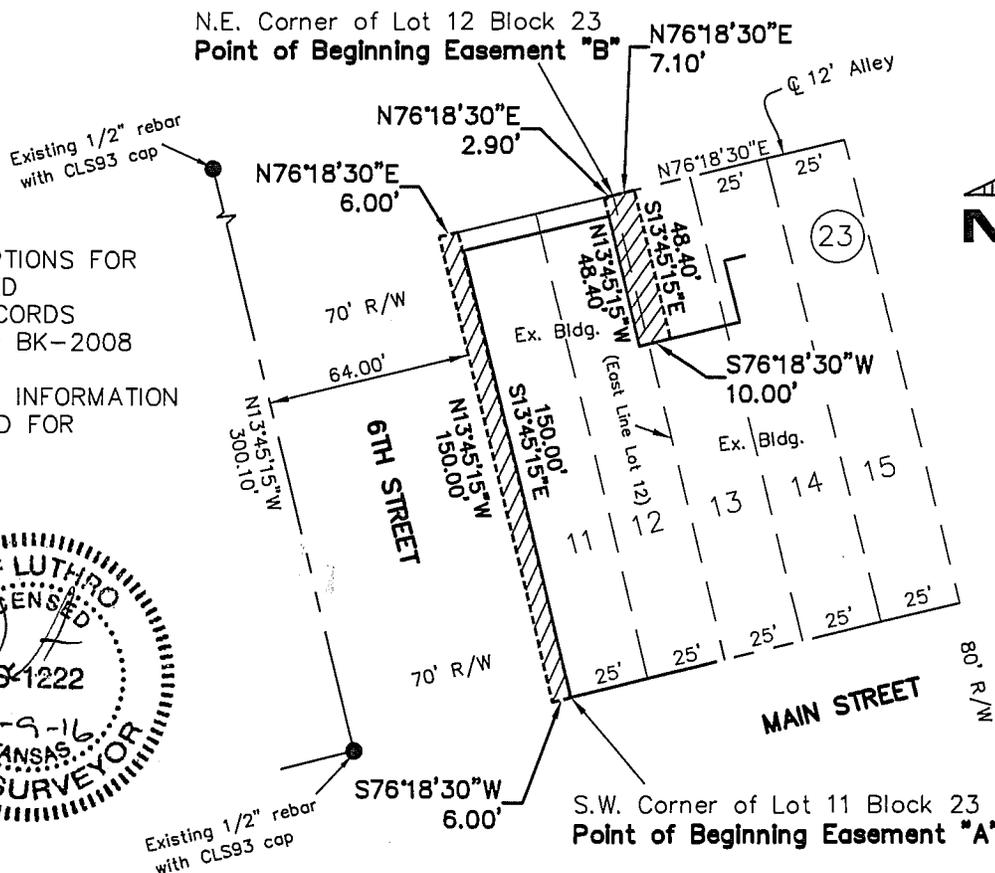
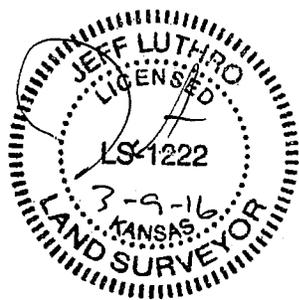
Beginning at the Southwest corner of Lot 11 Block 23, THE CITY OF OSAWATOMIE, Miami County, Kansas; thence S76°18'30"W, a distance of 6.00 feet; thence N13°45'15"W, a distance of 150.00 feet; thence N76°18'30"E, a distance of 6.00 feet, to the Northwest corner of said Lot 11; thence S13°45'15"E, a distance of 150.00 feet, to the Point of Beginning.

LEGAL DESCRIPTION FOR 10' FIRE STAIRWELL EASEMENT:

Easement B:

Beginning at the Northeast corner of Lot 12 Block 23, THE CITY OF OSAWATOMIE, Miami County, Kansas; thence N76°18'30"E, along the North line of Lot 13, of said Block 23, a distance of 7.10 feet; thence S13°45'15"E, a distance of 42.40 feet; thence S76°18'30"W, a distance of 10.00 feet, to a point 2.90 feet Westerly of the East line of said Lot 12; thence N13°45'15"W, a distance of 42.40 feet, to a point on the North line of said Lot 12; thence N76°18'30"E, along said North line, a distance of 2.90 feet, to the Point of Beginning.

NOTE:
LEGAL DESCRIPTIONS FOR
PROPERTY FILED
IN BK-519 RECORDS
PG-457,458 & BK-2008
PG-01969.
ALSO NO TITLE INFORMATION
WAS FURNISHED FOR
THIS SURVEY.



1"=60'

LAND SURVEYORS - LAND PLANNERS

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

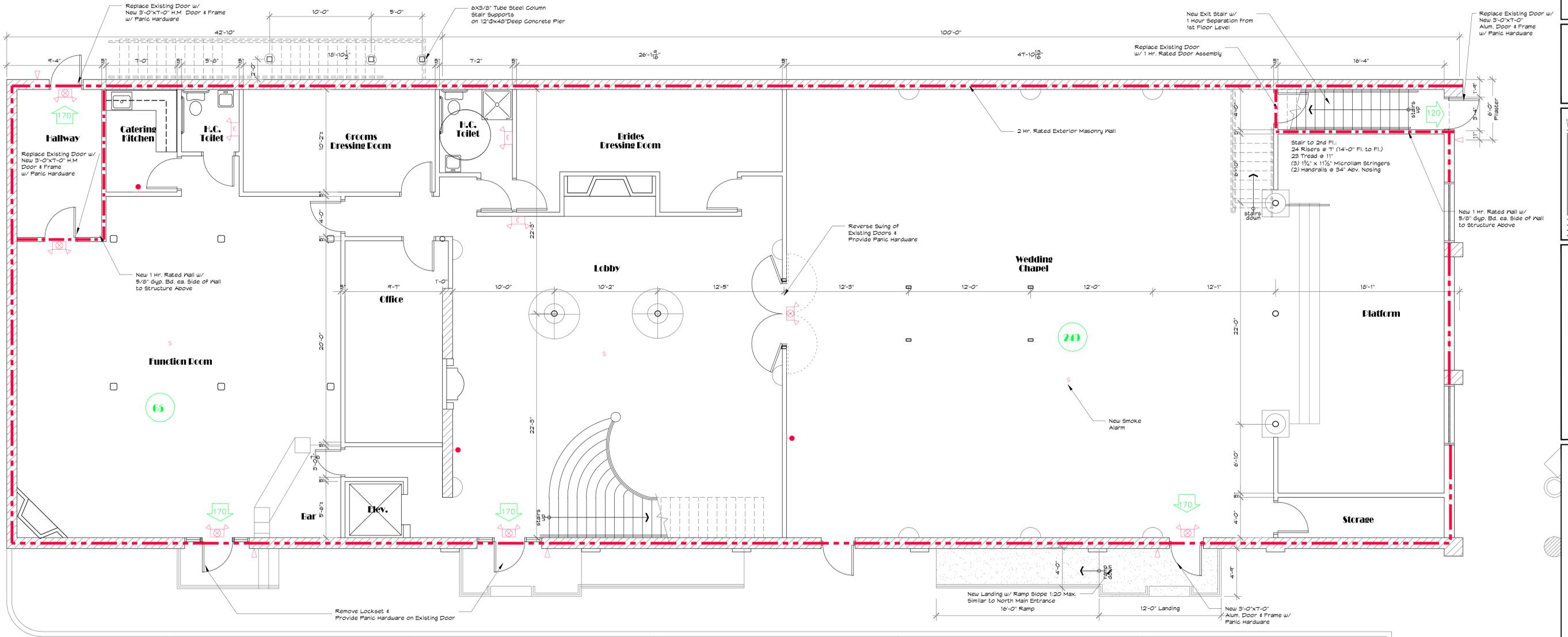
14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

PREPARED MARCH 9TH 2016
PREPARED FOR DEAN SPEARS

The Loft on 6th

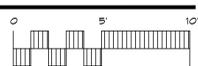
425 6th Street

Osawatomie, KS



First Floor Plan

Not to Scale



Symbols Legend

- EXIT SIGN / EMERGENCY LIGHT w/ BATTERY BACKUP
- EMERGENCY LIGHT w/ BATTERY BACKUP
- INTERCONNECTED SMOKE ALARM
- EMERGENCY LIGHT w/ BATTERY BACKUP
- EGRESS CAPACITY EXTERIOR DOORS
- 10# ABC FIRE EXTINGUISHER
- 1 HOUR RATED WALL & DOOR ASSEMBLIES
- 2 HOUR RATED EXTERIOR WALL

Project Information

PROJECT LOCATION:
The Loft on 6th
425 6th Street
Osawatomie, KS 66064

OWNER:
Dean Spears
601 S. 200 Street
Pittsburg, KS 66762
620-719-9322

ARCHITECT:
Douglas R. Loyd, Architect
413 1/2 S. Main
Ottawa, KS 66067
785-242-2122

Code Compliance

2006 INTERNATIONAL BUILDING CODE
2006 INTERNATIONAL MECHANICAL CODE
2006 INTERNATIONAL PLUMBING CODE
2005 NATIONAL ELECTRICAL CODE
AMERICAN DISABILITIES ACT (ADA)

Type of Construction III-B

Occupancy: A-3 Wedding Hall

Height & Area Limits:

2 Story, 9,500 Sq. Ft. Allowable
2 Story, 13,440 Sq. Ft. Actual
50% Area Increase Due to Frontage per
IBC 2006, Section 506.2
9500 x 1.5 = 14,250 Sq. Ft. Allowable
Occupant Load:

A-3 Assembly Areas-

Second Floor = 299 Persons

First Floor = 299 Persons

The Upper and Lower Level Indicates a Maximum Occupancy for the Floor as well as the Entire Building Since the Users will be the same and will Not be Used Concurrently

All Existing Doors are 36" Wide, Typical

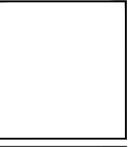
The Existing Bathroom is Handicap Adaptable
Complies w/ ADA Standards of Accessibility

ACTIVE FIRE FEATURES

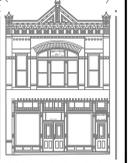
NFPA 72 Compliant Fire Alarm System

PASSIVE FIRE FEATURES

Fire Extinguishers are to be provided as noted on Plan and as directed by the Fire Code Official

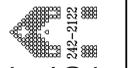


ARCHITECT



DOUGLAS R. LOYD
413 1/2 S. MAIN OTTAWA, KS
785-242-2122
www.douglasrloyd.com

The Loft on 6th
425 6th Street
Osawatomie, KS



DOUGLAS R. LOYD, ARCHITECT
P.O. BOX 855
OTTAWA, KS 66067
(785) 242-2122

First Floor Plan
PROJECT: 1st Fl. Renovations to:
The Loft on 6th
Dean Spears: Owner
425 6th Street
Osawatomie, KS

TITLE

DATE 1-7-16

SCALE Not to Scale

PROJECT NO. 1602

REV. 2-2-16

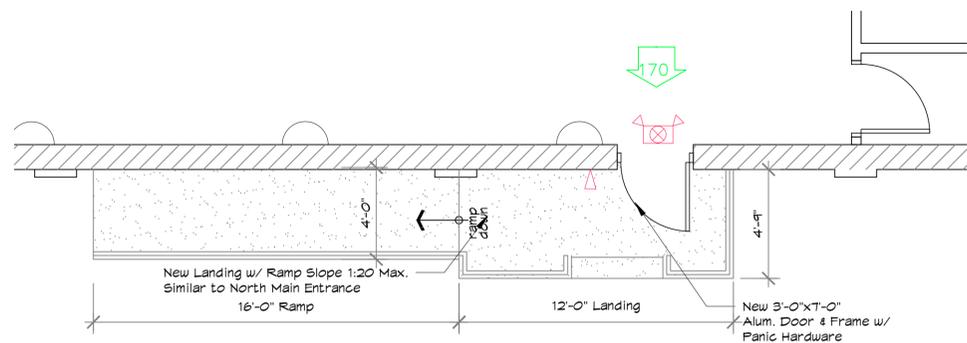
A1

DRAWING NO.

The Loft on 6th

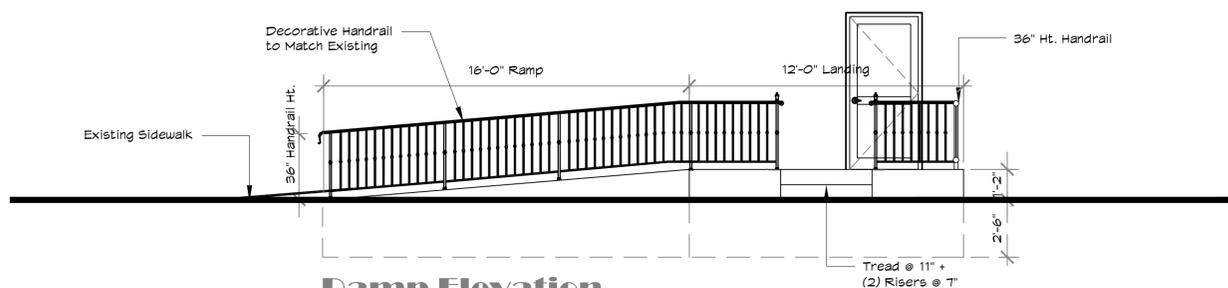
425 6th Street

Osawatomie, KS



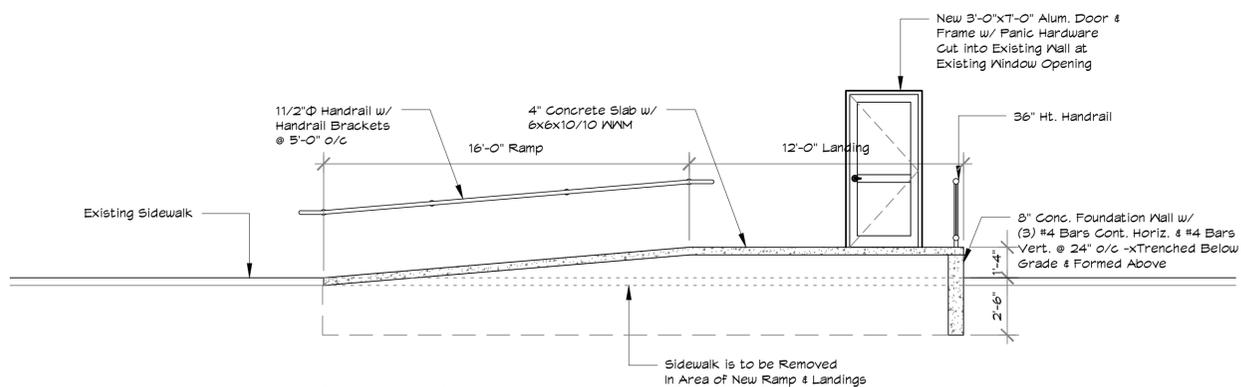
Exterior Ramp Plan

SCALE: 1/4" = 1'-0"



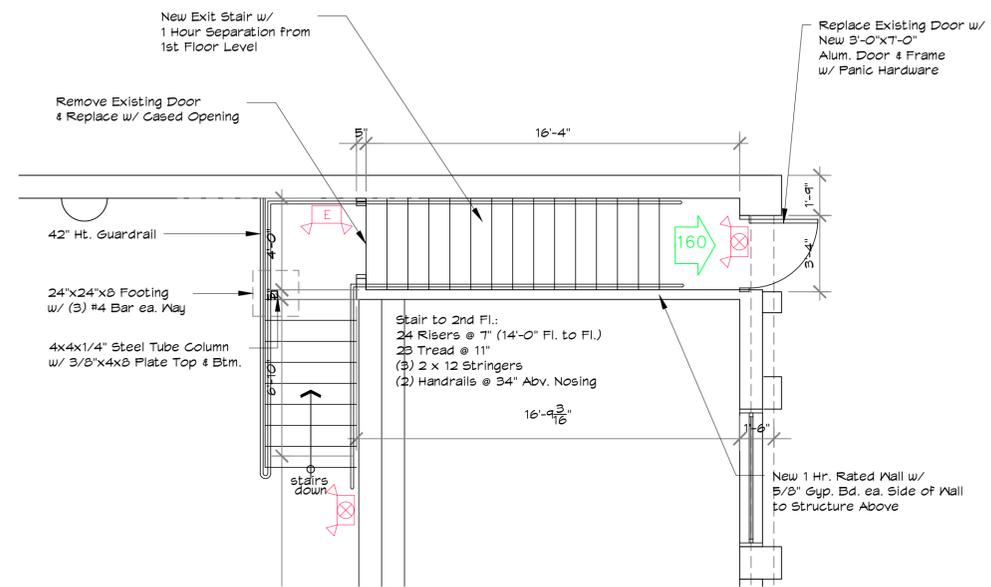
Ramp Elevation

SCALE: 1/4" = 1'-0"



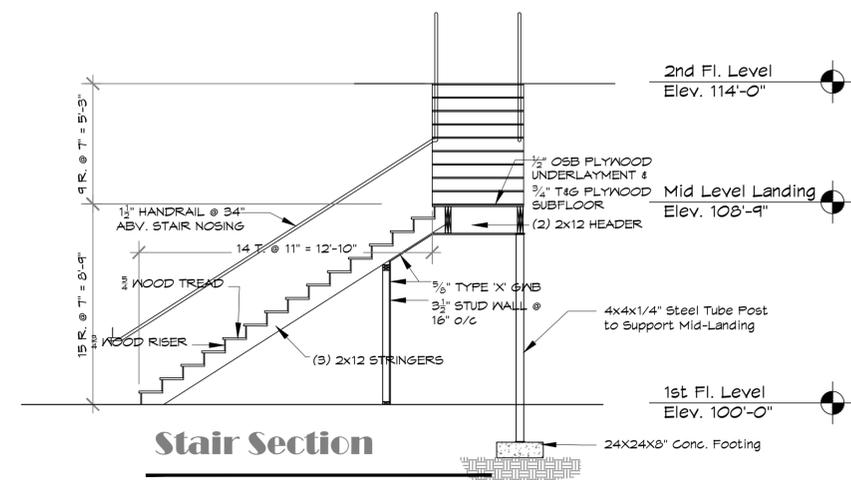
Ramp Section

SCALE: 1/4" = 1'-0"



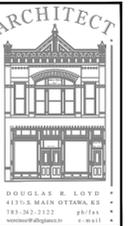
Stair to 2nd Fl. Plan

SCALE: 1/4" = 1'-0"



Stair Section

SCALE: 1/4" = 1'-0"



ARCHITECT
DOUGLAS R. LOYD
4137 S. MAIN ST. OTTAWA, KS
785.242.2122
www.drlloyd.com

PROJECT
The Loft on 6th
425 6th Street
Osawatomie, KS
P.O. BOX 855 OTTAWA, KS 66067
(785) 242-2122

TITLE
Stair & Ramp Plans & Details
PROJECT
Renovations to:
The Loft on 6th
Dean Spears, Owner
425 6th Street
Osawatomie, KS

DATE 2-4-16
SCALE As Noted
PROJECT NO. 1602
REV.

SK1
DRAWING NO.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 14, 2016

AGENDA ITEM: **Rewind Padmount Transformers for Generators**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As was discussed at our last council meeting, the Generation Project will require us to rewind the transformers for the generators so that they can serve dual voltages. This allows us to get to the right voltage for our system and also allow us to simply switch to the new voltage when the full conversion of the system is complete.

JEO looked at a couple of options and recommended we go with Solomon for this work. Attached is proposal for all six transformers, although only the 7th Street Substation transformers are time critical.

With the assistance of JEO, the City is acting as a construction manager on this project and hiring contractors directly for each phase. The City Council will see many more contracts and proposals than they normally see on a construction project.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposal for Solomon Corporation to rewind the six transformers for the generators at approximately \$21,000 each. These costs are included in the project budget provided to the Council at its March 24 meeting.



When it's on the line.

March 21, 2016

Attn: Don Cawby
City of Osawatomie
Osawatomie, KS
RE: Units would deliver to Osawatomie, Kansas

Solomon Corporation offers the following quotation for your consideration:

3) 2500 KVA GE Three Phase Padmount Transformer
Rewind units to 4160Y/2400 x 12470Y/7200 - 480 Delta
*Includes 600 Amp bushings
Rewind Repair Cost: \$21,030 Each

3) 2500 KVA GE Three Phase Padmount Transformer
Rewind units to 12470Y/7200 - 480 Delta
Rewind Repair Cost: \$20,500 Each

Leadtime: 4-6 Weeks after evaluation and approval to proceed has been given.

Warranty: 3 Years starting from the date the transformer is delivered back to your facility.

Rewind Repair Price Includes:

- 1) Initial Testing
- 2) New Gaskets
- 3) New Pressure Relief
- 4) Non-PCB Mineral Oil
- 5) **New Copper Primary Windings**
- 6) **New Copper Secondary Windings**
- 7) New Insulation
- 8) Pressure Test
- 9) Final Electrical Testing
- 10) Sanding & Painting
- 11) Freight (pick up & delivery)

Note: Any transformer weighing over 10,000 lbs must have a Certified PCB Lab Report testing less than 50 PPM or Non-PCB must be stamped on the nameplate prior to loading on our transport vehicle.

* Note: Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

If you have any questions, please call me at 1-800-234-2867 (ext. 500).

Thank you,

Mitch Sweigart - Territory Manager
email: msweigart@solomoncorp.com
1-800-234-2867 ext. 500



When it's on the line.

If you accept the quote to rewind/repair the (6) 2500 KVA Transformers, please sign below.

City of Osawatomie
Don Cawby

Date

When it's on the line.



Standard Terms and Conditions of Sale
Updated, May 2011

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein

Payment terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event Buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amount are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: All products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or delayed shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy.

Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. The Seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.

Inspection and acceptance: the Buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernable at the time of inspection. After seven days the buyer is deemed to have accepted the product.

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products and services provided will be free from defects in material or workmanship. The duration of the warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. If Solomon Corporation is unable to successfully resolve the issue after a reasonable number of attempts, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

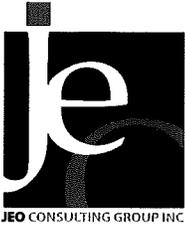
In the event that all or a portion of the products purchased are manufactured by others, the buyer's warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

- 1) Any product, not manufactured by Solomon Corporation
- 2) That the specification provided by the purchaser are accurate, or fit for a particular use
- 3) Damage caused by failure to provide a suitable installation environment
- 4) Damage caused by use for purposes other than those for which it was designed
- 5) Damage caused by accidents or disasters such as fire, flood, wind and lightning
- 6) Damage caused by unauthorized attachments or modification
- 7) Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages. The seller makes no warranty of the merchantability, or fitness for a particular purpose or any other warranty either expressed or implied.

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OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
March 23, 2016

Cost Estimate
Electrical Work

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
7th St. Substation					
Phase I					
1		LS	Existing Rock Removal and Grading		
2	Contr. Quote	LS	Conduits Underground		\$13,339.00
3	82.5 YDS	LS	Concrete Generators and Transformers (material only)	\$ 120.00	\$10,000.00
4	Contr. Quote	LS	Ground Grid		\$34,264.00
			Sub-Total		\$57,603.00
Phase II					
5	Estimated	LS	Generator Enclosure Re-Assembly Work: Equipment Removed for Delivery		\$16,725.00
6	Estimated	LS	Fencing		\$9,625.00
7	Estimated	LS	Grounding: Equipment and Fencing Connections		\$4,772.00
8	Estimated	LS	Switchgear Building: New Entry Door		\$3,500.00
9	Estimated	LS	Switchgear Building Electrical		\$9,500.00
10	Estimated	LS	Generator Electrical		\$68,688.12
11	Estimated	LS	Final Grading/Rock Surfacing (165 ton)		\$8,133.03
			Sub-Total		\$120,943.15
Remaining Parts					
12	Contr. Quote	LS	Transformer Rewinds		\$63,090.00
13	Estimated	LS	Crane		\$38,750.00
14	Contr. Quote	LS	Metal Clad Switchgear		\$191,740.00
15	Contr. Quote	LS	Remote Generator Control Panel/Neutral Reactor/Start-up		\$298,515.00
			Sub-Total		\$592,095.00
			Construction Total		\$770,641.15
			Contingency	10%	\$77,064.12
			Total		\$847,705.27

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 14, 2016

AGENDA ITEM: **Agreement for Smeal Pumper Firetruck**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As you may recall, as part of the negotiations on the agreement with Miami County Fire District No. 1, we offered to rent the County's pumper truck in return for them paying us rent. This allows us in the future to end the rental agreement when we get a new truck and still receive the rent payments just as other districts do. Last month we received a modified agreement from the District Board which simply states the rental arrangement. The modifications they made were all in our favor, eliminating the requirements for us to provide repair and maintenance, although we would fully expect to do so.

Staff made some technical amendments to the agreement which they provided to us. We believe they will sign this agreement since there is no substantial change to the signed agreement they mailed us.

COUNCIL ACTION NEEDED: Consider and discuss the proposed agreement.

STAFF RECOMMENDATION TO COUNCIL: Approve the agreement as presented.

**AGREEMENT FOR USE OF 1992 SMEAL PUMPER FIRETRUCK
MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KANSAS**

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

The CITY agrees to pay the DISTRICT \$350 per month for the use of the DISTRICT's 1992 Smeal Pumper, hereinafter referred to 428. This agreement is effective January 1, 2016 and may be discontinued by either party with 90 days written notice.

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

ENTERED INTO AND EXECUTED THIS 14th DAY OF April, 2016.

L. Mark Govea, Mayor
City of Osawatomie, Kansas

Fred Miller, President
Miami County Fire District No. 1

Attested by:

Tammy Seamands, City Clerk
City of Osawatomie, Kansas

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

CITY OF OSAWATOMIE



MEMORANDUM

To: Mayor and City Council
From: Don Cawby, City Manager
Re: **Projects & Issues Update**
Date: April 14, 2016

Projects

Sports Complex – CDBG Special Round. The request for bids were published for the courts, lighting and shade structure element of the project. We plan to open bids the morning of April 28th and have them for your review that evening.

11th Street Sidewalk. Staff are constructing a sidewalk from 11th and Parker north to school property. Staff identified the lack of a sidewalk in that area and anticipated there would be increased traffic with the opening of the pool this summer. We still need to address the lack of a good street crossing in that area and also look at the possibility of building a sidewalk from the playground area to 11th Street. Staff will bring a proposal on these items at a future date.

Picnic Tables. Two alumni classes purchased new picnic tables for John Brown Park. They will be placed in the area around Memorial Hall and the playground equipment. The City is also purchasing 4 tables for the Lake Shelter House. Because of theft and vandalism issues at the lake, these tables will be attached to the floor of the shelter house and will not be able to be moved around.

Issues

Council Retreat-Planning Session. We have secured a room at the Ernie Miller Nature Center on Saturday, April 30th from 9 a.m. to 1 p.m. We will likely recess from our meeting on April 28th into a work session to begin at the Nature Center on the 30th. Our meeting will consist of a couple of planning exercises to set Council priorities and kick off the Comprehensive Plan update. We will also use that time to discuss some planning for the new Councilroom/Courtroom space and changes to our meeting process with the move.

Water & Sewer Rates. April 28 meeting, need to consider increases to both water and sewer rates. We have seen very little rebound in revenues over the last few weeks. My analysis of last year was that we our water sales were down about 10 million gallons compared to an average year. This equates to only about \$40,000 of our shortage. The rest of the loss is a result of a reduction in use by individuals, loss in

metering efficiency, or possibly a reduction in usage by large entities (fewer beds open at OSH). Regardless, we will have an increase in payments due in 2017 and we need to increase sales revenue by approximately \$130,000 from previous levels.

The last water rate increase was to have generated about \$80,000, for the new debt payment but was essentially flat because of reduced usage. I would expect with a normal year to get back at least half of that amount. However, we still have about a \$50,000 per year operating deficit, if we plan to do any kind of improvements or maintenance. Unfortunately, for the short term, we are going to need to increase rates to level off the operating budget and tackle new debt.

The sewer fund is in slightly better shape, but we need to level off the operating deficit and also prepare for increased debt payments for Phase II of the sewer plant upgrades which will likely be mandated by KDHE before too long.

Upcoming Meetings/Dates

April 27-29	KACM – KU Conference
April 28	City Council Meeting
April 30	Arbor Day
April 30	City Council Retreat – 9AM to 1 PM – Olathe
May 12	City Council Meeting

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: February 2016	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	548,234.00		74,009.69	474,224.31
Codes Enforcement	154,103.00		11,948.01	142,154.99
Police	886,702.00	11,617.46	117,746.77	780,572.69
John Brown Cabin	38,416.00		5,302.97	33,113.03
Public Works	245,495.00		29,383.01	216,111.99
Swimming Pool	-		-	-
Properties & Maintenance	326,332.00		43,202.91	283,129.09
Fire	68,712.00		9,165.90	59,546.10
Municipal Court	164,889.00		20,024.53	144,864.47
Levees & Storm Water	24,992.00		926.16	24,065.84
Library	151,863.00	155.05	20,894.33	131,123.72
TOTAL	2,609,738.00	11,772.51	332,604.28	2,288,906.23
WATER				
Administration	319,167.00		6,171.21	312,995.79
Water Treatment	405,031.00		44,883.22	360,147.78
Water Distribution	309,931.00		51,520.89	258,410.11
TOTAL	1,034,129.00	-	102,575.32	931,553.68
ELECTRIC				
Administration	1,022,823.00		31,088.90	991,734.10
Electric Production	2,485,385.00		224,018.79	2,261,366.21
Elect Transmission	579,205.00		66,368.13	512,836.87
TOTAL	4,087,413.00	-	321,475.82	3,765,937.18
EMPLOYMENT BENEFIT	759,922.00	26,768.19	231,758.23	554,931.96
REFUSE	431,500.00		31,690.27	399,809.73
LIBRARY	111,000.00		1,193.51	109,806.49
RECREATION	4,000.00		-	4,000.00
RURAL FIRE	75,000.00		3,364.89	71,635.11
INDUSTRIAL	61,500.00		1,828.45	59,671.55
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	96,043.00		7,283.58	88,759.42
ST IMPROVEMENT	179,980.00		13,002.99	166,977.01
BOND & INTEREST	887,020.00		61,507.50	825,512.50
PUBLIC SAFETY EQUIP.	18,704.00		-	18,704.00
FIRE INS PROCEEDS	-		-	-
SEWER	1,033,344.00		72,418.90	960,925.10
REC EMP BENEFITS	1,000.00		-	1,000.00
GOLF COURSE	281,878.00	-	28,233.08	253,644.92
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	111,351.00	-	7,546.47	103,804.53
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	146,500.00		46,577.00	99,923.00
CAPITAL IMP. - STREET	1,200,000.00		5,054.15	1,194,945.85
CAPITAL IMP - SEWER	-	-	-	-
CAPITAL IMP - GRANTS	-		8,345.30	(8,345.30)
CAPITAL IMP - WATER	-		75,559.09	(75,559.09)
ELECTRIC REVENUE BOND	-		32,450.35	(32,450.35)
CAFETERIA 125 #50	62,500.00		5,328.35	57,171.65
COURT ADSAP #51	-		-	-
COURT BONDS #52	15,000.00		600.00	14,400.00
FOREITURES #53	-		-	-
PAY PAL #55	-		-	-
GRAND TOTAL	13,207,522.00	38,540.70	1,390,397.53	11,855,665.17

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: December 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 2/28/2016
GENERAL OPERATING	422,151.52	492,618.56	320,831.77	593,938.31		593,938.31
WATER	179,812.64	134,521.61	102,575.32	211,758.93		211,758.93
ELECTRIC	581,707.49	603,235.25	321,475.82	863,466.92		863,466.92
EMPLOYEE BENEFIT	69,806.10	318,416.41	204,990.04	183,232.47		183,232.47
REFUSE	4,941.92	67,483.66	31,690.27	40,735.31		40,735.31
LIBRARY	106,246.95	80.62	1,193.51	105,134.06		105,134.06
RECREATION	-	145.59	-	145.59		145.59
RURAL FIRE	7,399.18	10,447.59	3,364.89	14,481.88		14,481.88
INDUSTRIAL	60,641.06	1,000.00	1,828.45	59,812.61		59,812.61
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	94,867.01	-	7,283.58	87,583.43		87,583.43
STREET IMPROVEMENTS	111,836.75	28,883.62	13,002.99	127,717.38		127,717.38
BOND & INTEREST	156,240.81	155,880.56	61,507.50	250,613.87		250,613.87
PUBLIC SAFETY EQUIP.	3,673.08	-	-	3,673.08		3,673.08
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	245,326.31	139,306.78	72,418.90	312,214.19		312,214.19
RECREATION BENEFIT	-	18.22	-	18.22		18.22
GOLF COURSE	5,600.86	42,166.90	28,233.08	19,534.68		19,534.68
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	5,345.03	7,546.47	37,535.56		37,535.56
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	-	46,577.00	(5,573.91)		(5,573.91)
CAPITAL IMP. - STREETS	913,026.66	-	5,054.15	907,972.51		907,972.51
CAPITAL IMP - SEWER	(368.00)	-	-	(368.00)		(368.00)
CAPITAL IMP - GRANTS	121,346.09	-	8,345.30	113,000.79		113,000.79
CAPITAL IMP - WATER	569,576.78	-	75,559.09	494,017.69		494,017.69
ELECTRIC REVENUE BONDS	3,954,053.80	331.63	32,450.35	3,921,935.08		3,921,935.08
CAFETERIA 125 # 50	32,174.07	4,511.20	5,328.35	31,356.92		31,356.92
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	2,747.00	600.00	15,813.54		15,813.54
FORFEITURES # 53	2,928.42	225.00	-	3,153.42		3,153.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	7,767,595.18	2,007,365.23	1,351,856.83	8,423,103.58	-	8,423,103.58

CASH TRANSACTIONS REPORT

YEAR: THROUGH FEBRUARY
 City of Osawatomie

Page: 1
 3/30/2016
 9:19 am

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	422,151.52	621,085.94	449,299.15	593,938.31
02-000-100.101	CASH & INVESTMENTS	179,812.64	142,217.74	110,271.45	211,758.93
03-000-100.101	CASH & INVESTMENTS	581,707.49	629,697.00	347,937.57	863,466.92
04-000-100.101	CASH & INVESTMENTS	69,806.10	345,184.60	231,758.23	183,232.47
05-000-100.101	CASH & INVESTMENTS	4,941.92	67,483.66	31,690.27	40,735.31
06-000-100.101	CASH & INVESTMENTS	106,246.95	80.62	1,193.51	105,134.06
07-000-100.101	CASH & INVESTMENTS	0.00	145.59	0.00	145.59
08-000-100.101	CASH & INVESTMENTS	7,399.18	10,447.59	3,364.89	14,481.88
09-000-100.101	CASH & INVESTMENTS	60,641.06	1,000.00	1,828.45	59,812.61
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	94,867.01	160.59	7,444.17	87,583.43
12-000-100.101	CASH & INVESTMENTS	111,836.75	29,312.37	13,431.74	127,717.38
13-000-100.101	CASH & INVESTMENTS	156,240.81	155,880.56	61,507.50	250,613.87
14-000-100.101	CASH & INVESTMENTS	3,673.08	0.00	0.00	3,673.08
15-000-100.101	CASH & INVESTMENTS	0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS	245,326.31	143,670.94	76,783.06	312,214.19
17-000-100.101	CASH & INVESTMENTS	0.00	18.22	0.00	18.22
18-000-100.101	CASH & INVESTMENTS	5,600.86	45,239.73	31,305.91	19,534.68
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	39,737.00	5,512.03	7,713.47	37,535.56
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	41,003.09	0.00	46,577.00	-5,573.91
25-000-100.101	CASH & INVESTMENTS	913,026.66	0.00	5,054.15	907,972.51
26-000-100.101	CASH & INVESTMENTS	-368.00	0.00	0.00	-368.00
27-000-100.101	CASH & INVESTMENTS	121,346.09	0.00	8,345.30	113,000.79
28-000-100.101	CASH & INVESTMENTS	569,576.78	0.00	75,559.09	494,017.69
30-000-100.101	CASH & INVESTMENTS	0.00	1,011,756.30	1,011,756.30	0.00
33-000-100.101	CASH & INVESTMENTS	3,954,053.80	331.63	32,450.35	3,921,935.08
50-000-100.101	CASH & INVESTMENTS	32,174.07	4,511.20	5,328.35	31,356.92
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,666.54	2,747.00	600.00	15,813.54
53-000-100.101	CASH & INVESTMENTS	2,928.42	225.00	0.00	3,153.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		7,767,595.18	3,216,708.31	2,561,199.91	8,423,103.58
Total for 100.101		7,767,595.18	3,216,708.31	2,561,199.91	8,423,103.58
Grand Totals:		7,767,595.18	3,216,708.31	2,561,199.91	8,423,103.58