

OSAWATOMIE CITY COUNCIL
REVISED AGENDA
March 22, 2018
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. March 22 Agenda
 - B. Council Minutes for February 8 and February 22, 2018
 - C. Register Report 2018-01 and 2018-02 (*formerly known as Appropriations Ordinance*)
 - D. Pay Application #6 – IES Commercial Inc. – 9th St. Substation – \$40,995.09
 - E. Pay Application #1 – Baldrige Engineering – 9th St. Substation – \$2,025.00
 - F. Pay Application – JEO Consulting Group – Electric Generation Project – \$4,350.00
 - G. Pay Application #1 – Edgecomb Flooring – City Hall Renovation – \$8,500.00**
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
 - A. Lease Purchase Agreement – Fire Truck and Enterprise Software
 - B. Ordinance – KwiKom Franchise Agreement
 - C. Ordinance – Water Conservation
 - D. Resolution – Water Conservation Plan
10. New Business
 - A. KMEA Director Appointments
 - B. Vacuum Trailer
 - C. Resolution – Support for US Highway 169 Corridor Coalition
 - D. Resolution – Support for Osawatome State Hospital**
 - E. Appointment of Official MPR Representative**
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – April 12, 2018

Osawatomie, Kansas. **February 8, 2018.** 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, Diehm, Hampson, LaDuex, Macek, Maichel and Walmann. Absent was Wright. City Staff present at the meeting were: City Attorney Dick Wetzler, City Manager Don Cawby, Public Works Director Blake Madden, Planning and Building Official Ted Bartlett, Chief of Police Dave Ellis and Media Coordinator Jennifer McDaniel. Members of the public were Pastor Marvin Halvorsen.

INVOCATION. Assoc. Pastor Marvin Halvorsen, Osawatomie Blessed Hope Seventh Day Adventist Church

CONSENT AGENDA. Approval of February 8th Agenda and Council Minutes from January 11th and January 25th, 2018 Meetings. Councilman Maichel asked to add Light's on the Lake to the Agenda. **Motion** made by LaDuex, seconded by Maichel to Approve the Consent Agenda with the Amendment, changing New Business B. from 2018 Budget Book to Light's on the Lake. Yeas: All.

COMMENTS FROM THE PUBLIC.

Associate Pastor Marvin Halvorsen informed the Council that they are re-locating their church from Lonestar Road to 4th Street in town, the Wesleyan Church's old location. They are hoping that they can serve the community better by moving into town.

PRESENTATIONS. None.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS.

TEMPORARY SIGNAGE FOR MAIN STREET PROJECT DETOURS. Blake Madden, Public Works Director, proposed temporary signage for the 14th and Main Street section of the Street Improvement Project. **Motion** made by Walmann, seconded by Hampson to Approve the Temporary Signage change as presented. Yeas: All.

NEW BUSINESS.

COMMUNITY FISHERIES ASSISTANCE PROGRAM (CFAP) CONTRACT RENEWAL. City Manager Cawby reviewed the Fisheries Program Contract and that it is renewal time. **Motion** made by LaDuex, seconded by Dickinson to Approve the Renewal of the Community Fisheries Assistant Program Contract. Yeas: All.

~~**2018 BUDGET BOOK.**~~

LIGHT'S ON THE LAKE. Councilman Maichel first thanked city employees for their hard work they put into the event John Brown Jamboree. She mentioned she was a little bothered with the combination of the Jamboree and the 4th of July celebration and that the city

council did not make the decision. Maichel has been given information to help her understand the struggles of the committee, such as finding volunteers to help staff the events. Maichel is proposing that next year we possibly do a Jamboree day with all of the events, instead of combining. City Manager Cawby and Councilman Macek explained to the council why the committee decided to combine the events.

COUNCIL REPORTS.

Lawrence Dickinson ~ Has had complaints regarding the water and has been explaining the process to the residents.

MAYOR'S REPORT. None.

CITY MANAGER & STAFF REPORTS.

DEPARTMENT 2017 ANNUAL REPORTS.

Municipal Court ~ City Manager Cawby reviewed the annual report.

Public Works and Utilities ~ Blake Madden reviewed the annual report for the street division, water/wastewater division, parks/facilities division and electric division.

Nuisance and Building/Planning Department and Dog Pound ~ Ted Bartlett reviewed the annual report for the nuisance department and reviewed the annual report of building permits

Golf Course Annual Report was provided in the packet. Rick Anderson will be retiring from the golf course at the end of February.

Annual Power Cost for 2017 was provided in the packet.

City Hall Annual Report was provided in the packet.

Police Chief, Dave Ellis, presented the January 2018 police report.

CITY MANAGER MEMO.

9th Street Substation ~ Cawby and Madden provided updates on the project.

Osawatomie State Hospital ~ Cawby, Madden and Mayor Govea met with the Department of Aging and Disability Services regarding proposed plans and discuss other items such as utilities.

Trash Changes ~ We have caught a couple of accounts that were billed incorrect. Staff has issued a handful of tickets regarding nuisances.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:35 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

DRAFT

Osawatomie, Kansas. **February 22, 2018.** 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, Diehm, Hampson, Macek, Maichel, Walmann and Wright. Absent was LaDuex and Maichel. City Staff present at the meeting were: City Attorney Dick Wetzler, City Clerk Tammy Seamands, City Manager Don Cawby, Public Works Director Blake Madden, Chief of Police Dave Ellis and Media Coordinator Jennifer McDaniel. Members of the public were Tim Lewallen, David Arteberry with George K. Baum and Janet McRae with Miami County Economic Development.

INVOCATION. Tim Lewallen, Victory Baptist Church

CONSENT AGENDA. Approval of February 22nd Agenda and Invoice – 9th Street Substation – JEO Consulting - \$6,047.50 **Motion** made by Dickinson, seconded by Diehm to Approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Tim Lewallen, Victory Baptist Church, enjoys the opportunity to minister the residents of Osawatomie. A few events coming up, including Easter service and spring revival.

PRESENTATIONS.

JANET MCRAE – KANSAS OPPORTUNITY ZONES. Janet McRae, Miami County Economic Director, presented 2017 Tax Cuts and Jobs Act – Qualified Opportunity Zones. **Motion** made by Macek, seconded by Walmann to Support the Application Process and Submit a Letter of Interest. Yeas: All.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS.

LEASE-PURCHASE REQUEST FOR PROPSAL. Dave Arteberry, George K. Baum, explained that they will be soliciting a proposal for lease purchase financing for the fire truck and enterprise software. For the software it would be \$241,687 for 4 ½ years and \$270,000 for the software for 8 ½ years. Merging the leases together for one structured payment. **Motion** made by Hampson, seconded by Dickinson for City Staff and Financial Advisor to Seek Bids for Lease Purchase Financing of the Fire Truck and Enterprise Software in a Principal Amount not to Exceed \$525,000 including Financing Costs. Yeas: All.

RESOLUTION – FEE TABLE ADDITION OF TECHNOLOGY FEES. City Manager Cawby explained that there are two items that have been changed on the fee table. 1) \$1.50 technology fee on the court cost and 2) \$1.50 technology fee per utility bill to help cover the cost of the new software. **Motion** made by Dickinson, seconded by Hampson to Approve the Proposed Fee Resolution as presented. Yeas: All.

ORDINANCE – PUBLIC BUILDING COMMISSION. City Manager Cawby, as well as Dave Arteberry with George K. Baum, discussed that the direction of a Public Building Commission is our best option to continue and move forward with the Osawatomie State Hospital Facility discussion. **Motion** made by Dickinson, seconded by Hampson to Adopt the Proposed Public Building Commission Ordinance as presented. Yeas: All.

NEW BUSINESS.

BILLBOARD PROPOSAL. Cawby presented the council with information regarding the current sign off the side of 169 highways. The property owner will be changing and the new owner is putting up a new and larger billboard. The new owner is offering rent free for the remainder of 2018, rent fee of \$3,000 for 2019 and possibly \$6,000 for the year following or to tear the current sign down by March 6th. **Motion** made by Walmann, seconded by Dickinson to Authorize the City Manager to Execute a Sign Agreement with Wingert Sign Company at the Current Proposed Terms or better Terms if so negotiated. Yeas: All.

BID APPROVAL FOR MOWERS. Blake Madden, Public Works Director, explained that we have been trying to purchase a mower or two every other year. This year's CIP allocates \$20,000 for mower replacement. Bids were sent out and opened on February 21, 2018. **Motion** made by Walmann, seconded by Wright to Allow Staff to Purchase a new Kubota ZG327 from Romans Outdoor Power for \$17,998 Yeas: All.

7TH STREET INTERSECTION PROPSAL FOR MAIN STREET PROJECT – PHASE II. Madden presented to the council to add a left turn lane at 7th and Main Street to go towards the overpass to the Main Street Project. This will help with the congestion and confusion at the intersection while there is a train on the tracks. **Motion** made by Macek, seconded by Walmann to Rebuild the Intersection and Add a Turn Lane at 7th and Main Street. Yeas: All.

REPAIRS TO PLANT GENERATOR #2. Madden explained that we have ran into a few issues with engine #2 at the power plant. After receiving guidance from Exline, Inc., they referred us to Best Radiator in Hays, KS to inspect and test the engine. After the testing, they provided us with an estimate for repairs. The only other company that could perform the repairs is out of Oklahoma. **Motion** made by Walmann, seconded by Hampson to Accept the Bid from Best Radiator for Repairs not to Exceed \$30,000 Yeas: All.

BUDGET BOOK.

2017 PRELIMINARY FINANCIALS. City Manager Cawby briefly reflected on each fund to explain ending balances. Discussion only, no action taken.

COUNCIL REPORTS.

Nick Hampson ~ Mentioned removing a partial sidewalk and partial approach on 6th Street in front of Hall's Rock Yard.

Kenny Diehm ~ Saturday visited the shoot house. He is hoping to be open mid-March.

Lawrence Dickinson ~ Old Stone Church Gospel Concert on March 3rd at 7pm. This coming Sunday, Jacob Anderson will be having his Eagle Scout Award Ceremony at the High School 3pm.

Jeff Walmann ~ Was going to mention the Eagle Scout Award Ceremony as well.

MAYOR'S REPORT.

March 1st Town Hall meeting regarding the State Hospital.

Very impressed with our police department after a ride along with Officer Fenoughty.

CITY MANAGER & STAFF REPORTS.

Town Hall meeting will be at 7 pm Thursday, March 1st for the State Hospital.

City Hall renovations are making progress. Sheet rock is up and preparing for paint. We have spoken with Hitomi from the Chamber to propose the Chamber office being located in the new city hall. She will be going to the Chamber Board with the option.

EXECUTIVE SESSION. None.

OTHER DISCUSSION/MOTIONS.

Motion made by Macek, seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:23 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

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BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
1968	01/22/2018	Printed		0109	CITY OF OSAWATOMIE	PETTY CASH REIMBURSEMENT	4,314.25
1969	01/22/2018	Printed		0961	KANSAS DEPT OF AGRICULTURE	FOOD LICENSE	225.00
1970	01/22/2018	Printed		1532	UNITED HEALTHCARE	HEALTH INSURANCE	40,293.74
1971	01/31/2018	Printed		0306	KANSAS EMPLOYMENT SECURITY FUN	4TH QTR UNEMPLOYMENT	1,014.47
50818	01/22/2018	Printed		1172	RESERVE ACCOUNT	POSTAGE	1,200.00
50819	01/22/2018	Printed		1962	METROPOLITAN KANSAS CITY	MEMBERSHIP DUES, SEMINAR	105.00
50820	01/31/2018	Printed		2145	GREATLIFE WARSAW, LLC	CONSULTING SERVICES	833.00
50821	01/22/2018	Printed		2082	JENNIFER MCDANIEL	COMMUNICATION SERVICES	1,200.00
50825	01/22/2018	Printed		0792	WAYNE'S PLUMBING	STREET CUT REFUND	1,000.00
50826	01/22/2018	Printed		1229	DISH NETWORK	SERVICES	109.02
50827	01/22/2018	Printed		2176	KWIKOM COMMUNICATIONS	FIBER PROJECT 9TH ST SUB TO 7T	49,358.00
50828	01/22/2018	Printed		1801	CITY OF LAWRENCE	2014 FORD EXPLORER	5,000.00
50829	01/22/2018	Printed		1801	CITY OF LAWRENCE	2014 FORD EXPLORER	5,000.00
50901	01/22/2018	Printed		1349	TRAVIS MARVIN	DEPOSIT-JAMBOREE PERFORMANCE	2,000.00
50902	01/22/2018	Printed		1963	VERIZON WIRELESS	INTERNET	80.02
50903	01/22/2018	Printed		0610	SUDDENLINK COMMUNICATIONS	INTERNET	468.62
50904	01/22/2018	Printed		1775	DELTA DENTAL OF KANSAS, INC.	DENTAL INSURANCE	3,118.24
50905	01/22/2018	Printed		2147	FBI-LEEDA	SLI TRAINING	1,300.00
50906	01/22/2018	Printed		2177	LAW ENFORCEMENT SEMINARS	INTERNAL AFFAIRS INVESTIGATION	350.00
50907	01/22/2018	Printed		0304	KANSAS DEPT OF REVENUE	WATER PROTECTION & CLEAN WATER	125.00
50908	01/22/2018	Printed		0290	CIVIC PLUS	WEBSITE FEE	4,066.03
50909	01/22/2018	Printed		1545	SUPERIOR VISION SERVICES, INC.	VISION INSURANCE	624.30
50910	01/22/2018	Printed		2053	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	182.50
50911	01/22/2018	Printed		1076	WICHITA STATE UNIVERSITY	KCMA WINTER SEMINAR	260.00
50913	01/23/2018	Printed		1087	CRAWFORD SALES COMPANY	BUDWEISER	286.05
50914	01/30/2018	Printed		0328	KANSAS GAS SERVICE	SERVICES	9,255.06
50915	01/30/2018	Printed		0669	MOON'S HOMETOWN MARKET	JAN 2018 STORAGE PAYMENT	1,000.00
50916	01/30/2018	Printed		2090	MARY BUCKLEY	LEASE TO PURCHASE AGREEMENT	40,000.00
50917	01/31/2018	Printed		0468	AMERICAN EQUIPMENT CO.	HEADLIGHT HOUSING KIT	156.40
50918	01/31/2018	Printed		0798	AMERICAN SAFETY UTILITY COR	BURNDY W DIES	346.86
50919	01/31/2018	Printed		2092	ANIXTER, INC.	PLATE POLE EYE	933.16
50920	01/31/2018	Printed		0960	ASCAP	LICENSE FEE	349.00
50921	01/31/2018	Printed		0606	BAKER & TAYLOR	BOOKS	1,027.41
50922	01/31/2018	Printed		0460	BG CONSULTANTS, INC.	CONSULTING SERVICES	1,045.84
50923	01/31/2018	Printed		1578	BRADLEY AIR CONDITIONING &	CAPACITOR	53.05
50924	01/31/2018	Printed		0071	BREWER'S AUTOMOTIVE REPAIR INC	BATTERY	631.13
50925	01/31/2018	Printed		0084	C & G MERCHANTS SUPPLY	PAPER PRODUCTS	80.19
50926	01/31/2018	Printed		2180	CARSON SEMINARS	UNDERSTANDING SEXUAL DEVIANCE	125.00
50927	01/31/2018	Printed		1131	DON CAWBY	CUSTOM FRAME	41.04
50928	01/31/2018	Printed		2181	CENTER POINT LARGE PRINT	BOOKS	70.00
50929	01/31/2018	Printed		0708	CENTURYLINK	LONG DISTANCE	48.23
50930	01/31/2018	Printed		0708	CENTURYLINK	SERVICES	749.30
50931	01/31/2018	Printed		0708	CENTURYLINK	RTU'S	236.56
50932	01/31/2018	Printed		0803	CHAMPION BRANDS, LLC	OIL, GREASE, OIL DRY	950.40
50933	01/31/2018	Printed		0078	CINTAS FIRE PROTECTION	FIRE EXTINGUISHERS, MAINTENANC	1,695.30
50934	01/31/2018	Printed		0936	CITY ATTORNEYS ASSOC OF KS	MEMBERSHIP	35.00
50935	01/31/2018	Printed		1555	CITY ELECTRICAL SUPPLY COMPANY	CONT 3P, PULL LN M TAPE	282.70
50936	01/31/2018	Printed		1758	CONRAD FIRE EQUIPMENT, INC.	REGULATOR SLIDE	66.26

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BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
50937	01/31/2018	Printed		0551	CONTINENTAL ANALYTICAL SERV.	TEFLA PENT	216.03
50938	01/31/2018	Printed		1274	DONNA & VIOLA'S SHIRTS & ETC.	HATS	255.98
50939	01/31/2018	Printed		0299	FAMILY CENTER FARM & HOME	TEFLON TAPE, PRESSURE GUAGE	814.23
50940	01/31/2018	Printed		0191	FIRST PLACE TROPHIES	PLAQUE	38.00
50941	01/31/2018	Printed		1460	GALLAGHER BENEFIT SERVICES INC	ADMINISTRATIVE FEES	434.50
50942	01/31/2018	Printed		1857	GERKEN RENT-ALL, INC.	KEROSENE	41.20
50943	01/31/2018	Printed		0218	W.W. GRAINGER INC	GASKET PUNCH SET, SOCKET	303.30
50944	01/31/2018	Printed		2145	GREATLIFE WARSAW, LLC	CONSULTING SERVICES	833.00
50945	01/31/2018	Printed		1031	GROUP 6, INC	METER TESTING	36.52
50946	01/31/2018	Printed		1811	HAWKINS, INC.	CARBON, AZONE, AQUA HAWK	4,661.74
50947	01/31/2018	Printed		2163	HEATH SALES AND SERVICE, INC.	CRIMPING JAW	1,543.32
50948	01/31/2018	Printed		1435	INDUSTRIAL SALES COMPANY, INC.	MARKING FLAGS	281.84
50949	01/31/2018	Printed		0913	INTERNATIONAL CODE COUNCIL	CERTIFICATE RENEWAL	190.00
50950	01/31/2018	Printed		2039	JIVE COMMUNICATIONS, INC.	SERVICE	914.85
50951	01/31/2018	Printed		1899	K & M TIRES	TIRES	399.56
50952	01/31/2018	Printed		1793	KACM	MEMBERSHIP	140.00
50953	01/31/2018	Printed		0292	KANSAS CITY POWER & LIGHT CO.	SERVICES	1,576.15
50954	01/31/2018	Printed		0300	KANSAS DEPT OF COMMERCE	JTC OIL LEASE	1,000.00
50955	01/31/2018	Printed		0302	KANSAS DEPT OF HEALTH & ENVIRO	ANALYTICAL SERVICES	476.00
50956	01/31/2018	Printed		0310	KANSAS MUNICIPAL UTILITIES INC	1ST QTR DUES	9,503.00
50957	01/31/2018	Printed		0289	KC BOBCAT	FUEL FILTER	107.02
50958	01/31/2018	Printed		0978	KGCSA	2018 MEMBERSHIP	80.00
50959	01/31/2018	Printed		1468	KINCAID READY MIX	CONCRETE	393.25
50960	01/31/2018	Printed		0325	KNAPHEIDE TRUCK EQUIP. CO	LIGHTING HARNESS	729.40
50961	01/31/2018	Printed		1703	KRANZ OF KANSAS CITY	ACTUATOR	207.26
50962	01/31/2018	Printed		0329	KRIZ-DAVIS COMPANY	PREWIRE METER SKT	865.68
50963	01/31/2018	Printed		0037	KS STATE FIREFIGHTERS ASSOC	DUES & MEMBERSHIPS	464.00
50964	01/31/2018	Printed		0471	KS TURF GRASS FOUNDATION	MEMBERSHIP	75.00
50965	01/31/2018	Printed		0644	KSGFOA	MEMBERSHIP-TAMMY	50.00
50966	01/31/2018	Printed		0340	LEAGUE OF KS MUNICIPALITIES	MEMBERSHIP DUES & SUBSCRIPTION	2,218.51
50967	01/31/2018	Printed		0350	LOUISBURG FORD SALES INC.	VALVE ASSEMBLY	431.94
50968	01/31/2018	Printed		1663	MADDEN RENTAL	PORTABLE TOILET RENTAL	85.00
50969	01/31/2018	Printed		1877	MC CONNELL MACHINERY CO. INC.	SHAFT, DECK ASSEMBLY	1,508.75
50970	01/31/2018	Printed		2082	JENNIFER MCDANIEL	COMMUNICAION SERVICES	1,200.00
50971	01/31/2018	Printed		0038	MIAMI CO FIRE DIST. #1	EMERGENCY REPORTING	594.00
50972	01/31/2018	Printed		0387	MIAMI COUNTY TREASURER	VEHICLE REGISTRATION	1,364.25
50973	01/31/2018	Printed		0388	MIAMI LUMBER INC.	HEAT CABLE, HEAT TAPE	88.98
50974	01/31/2018	Printed		2179	MID-STATES MATERIALS, LLC	GRAVEL	571.12
50975	01/31/2018	Printed		0400	MIDWAY FORD TRUCK CENTER, INC.	RESERVOIR	151.91
50976	01/31/2018	Printed		2086	MIDWEST COLLISION II	REPLACE HANDLE, ARMREST, TRIM	566.76
50977	01/31/2018	Printed		2119	MIDWEST PUMP & MECHANICAL LLC	REBUILD MOTOR, PUMP	2,781.33
50978	01/31/2018	Printed		1878	MIDWEST TURF, INC.	BEDKNIFES, SCREWS, LOCKNUTS	1,157.98
50979	01/31/2018	Printed		2101	NAPA AUTO PARTS	COUPLING	910.68
50980	01/31/2018	Printed		0860	NICHOLSON, DASENBROCK &	ATTORNEY FEE	1,400.00
50981	01/31/2018	Printed		0062	NORTHERN TOOL & EQUIPMENT	COMBO WRENCH SET	88.99
50982	01/31/2018	Printed		1244	NPG NEWSPAPERS, INC.	SUBSCRIPTION	50.67
50983	01/31/2018	Printed		0128	O'REILLY AUTO PARTS	LAMP PIGTAIL	64.14

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
50984	01/31/2018	Printed		0658	OIL PATCH PUMP & SUPPLY, INC.	COUPLER	425.62
50985	01/31/2018	Printed		0147	OLATHE WINWATER WORKS	CLAMP	1,073.20
50986	01/31/2018	Printed		0454	OSAWATOMIE PET CLINIC	EXAMINATION	190.00
50987	01/31/2018	Printed		1762	PACE ANALYTICAL SERVICES, INC.	ANALYTICAL CHARGES	316.00
50988	01/31/2018	Printed		2135	PALACE HARDWARE	SUMP PUMP, PUMP DISCHARGE KIT	913.73
50989	01/31/2018	Printed		0789	PAOLA DO IT BEST HARDWARE	RECOVERY STRAP	76.98
50990	01/31/2018	Printed		0663	PAT'S SIGNS	NO GUN DECALS	21.25
50991	01/31/2018	Printed		1547	POCKET PRESS, INC.	HANDBOOK FOR KANSAS	132.93
50992	01/31/2018	Printed		2178	PRI MANAGEMENT GROUP	MANAGING POLICE RECORDS	195.00
50993	01/31/2018	Printed		0857	QUILL CORPORATION	LABELS, FILE FOLDERS, INDEX TA	200.02
50994	01/31/2018	Printed		1501	R & J TRUCKING	GRAVEL HAULING	232.08
50995	01/31/2018	Printed		0502	RAY'S LAWN & GARDEN	CHAINSAW	719.93
50996	01/31/2018	Printed		0518	RICOH AMERICAS CORP.	COPIER LEASE	311.30
50997	01/31/2018	Printed		0518	RICOH AMERICAS CORP.	COPIER LEASE	280.78
50998	01/31/2018	Printed		0518	RICOH AMERICAS CORP.	COPIES	219.80
50999	01/31/2018	Printed		1845	SCHINDLER ELEVATOR CORPORATION	ELEVATOR INSPECTION	1,217.04
51000	01/31/2018	Printed		2089	SHI INTERNATIONAL CORP	CREATIVE CLOUD	806.00
51001	01/31/2018	Printed		0610	SUDDENLINK COMMUNICATIONS	INTERNET	139.90
51002	01/31/2018	Printed		0883	SUPERIOR LAMP	BULBS	1,263.42
51003	01/31/2018	Printed		1545	SUPERIOR VISION SERVICES, INC.	VISION INSURANCE	686.41
51004	01/31/2018	Printed		1998	T2 HOLDINGS, LLC	SHREDDING	75.00
51005	01/31/2018	Printed		1411	DEBBIE TALLEY	MEMORIAL HALL JANITORIAL	375.00
51006	01/31/2018	Printed		0372	TFMCOM, INC	UPGRADE FIRMWARE	45.00
51007	01/31/2018	Printed		0601	TRI-COUNTY ICE CO, INC.	TOKENS	200.00
51008	01/31/2018	Printed		1180	USA BLUE BOOK	SHIRTS	245.48
51009	01/31/2018	Printed		1804	USD 367 SPORT & FITNESS ZONE	MEMBERSHIP	40.00
51010	01/31/2018	Printed		0020	UTILITY SERVICE COMPANY, INC.	WATER TOWER SERVICE	15,031.62
51011	01/31/2018	Printed		0859	VAN WALL EQUIPMENT	FILTERS, BUSHINGS, SPARK PLUGS	678.83
51012	01/31/2018	Printed		0984	VERMEER	SHACKLE	97.85
51013	01/31/2018	Printed		0642	WAL-MART COMMUNITY BRC	SIRLOIN, SANDPAPER, CRAFT SUPP	838.72
51014	01/31/2018	Printed		2070	WASTE MANAGEMENT	SLUDGE HAUL OFF	2,241.92
51015	01/31/2018	Printed		2164	WHISTLE REDI-MIX, INC.	BLOCKS	450.00
51016	01/31/2018	Printed		0901	WINKLER, DOMONEY & SCHULTZ	MUNICIPAL COURT JUDGE	2,060.00
51017	01/31/2018	Printed		2025	WITMER PUBLIC SAFETY GROUP	RESPONDER EMS PACK	892.47
51018	01/31/2018	Printed		0682	ZEP SALES & SERVICE	WIPES	138.99
Total Checks: 130						Checks Total (excluding void checks):	256,389.24
Total Payments: 130						Bank Total (excluding void checks):	256,389.24
Total Payments: 130						Grand Total (excluding void checks):	256,389.24

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

GO	35,995.43
WTR	25,993.69
EL	25,383.40
EMP Ben	45,640.68
IND	2,500.00
Safety Equip	10,892.47
SEW	7,759.04
GOLF	6,717.80
TRSM	4,109.64
CIP-Gen	40,000.00
CIP-ST	1,045.84
EL Bond	49,916.75
CAF	434.50
Total	256,389.24

The attached payroll is not included in the above totals.

PAYROLL FOR THE PERIOD 1/5/18

GROSS

101.700101	12707.45	
101.700102	0.00	
102.700101	3103.20	
102.700102	116.48	
103.700101	26383.66	
103.700102	2843.03	
108.700108	0.00	
108.700109	0.00	
103.700112	0.00	
104.700101	1076.00	
104.700102	0.00	
105.700101	4770.07	
105.700102	0.00	
106.700101	0.00	
107.700101	6172.80	
107.700102	64.54	
108.700101	0.00	
109.700101	1400.00	
109.700102	525.00	
111.700101	3223.85	
		62386.08
201.700101	554.35	
201.700102	0.00	
202.700101	2856.52	
202.700102	444.51	
222.700101	3938.56	
222.700102	178.31	7972.25
301.700101	831.52	
301.700102	0.00	
303.700101	2856.52	
303.700102	444.51	
333.700101	9140.00	
333.700102	342.75	
333.700110	847.13	14462.43
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	4931.04	
16.700102	34.13	4965.17
18.700101	3713.53	
18.700102	0.00	3713.53
	93499.46	

PRI

SOCIAL SECURITY REPORT 1/5/18

4.700103	4,166.80	4,667.73	
201.700103	40.14		
202.700103	215.27		
222.700103	284.24		539.65
301.700103	60.21		
303.700103	215.27		
333.700103	710.65		986.13
6.700103	236.34		
11.700103	0.00		
8.700103	0.00		
16.700103	350.49		
18.700103	<u>264.62</u>		
	TOTAL	6,544.00	
	EMPLOYEE SHARE	<u>6,546.93</u>	
	PAYROLL TOTAL	13,090.93	

332

FEDERAL	8432.43
EMPLOYEE FICA	6546.93
SUBTOTAL	14979.36
CITY FICA	6544
TOTAL	21523.36

PAYROLL FOR THE PERIOD 1/19/18

GROSS

101.700101	15533.63	
101.700102	0.00	
102.700101	4673.20	
102.700102	69.78	
103.700101	33822.92	
103.700102	3691.92	
108.700108	400.00	
108.700109	1860.00	
103.700102	1576.00	
104.700101	0.00	
104.700102	0.00	
105.700101	6177.71	
105.700102	0.00	
106.700101	0.00	
107.700101	8242.81	
107.700102	0.00	
108.700101	610.00	
109.700101	4261.98	
109.700102	210.00	
111.700101	4431.20	
		85561.15
201.700101	554.35	
201.700102	0.00	
202.700101	4106.52	
202.700102	455.09	
222.700101	5346.20	
222.700102	1479.62	11941.78
301.700101	831.52	
301.700102	0.00	
303.700101	3606.52	
303.700102	455.09	
333.700101	11210.00	
333.700102	522.75	
333.700110	847.13	17473.01
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	6913.80	
16.700102	102.38	7016.18
18.700101	4749.48	
18.700102	0.00	4749.48
	126741.60	

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SOCIAL SECURITY REPORT 1/19/18

4.700103	5,882.59	6,555.17	
201.700103	40.48		
202.700103	309.75		
222.700103	488.11		838.34
301.700103	60.73		
303.700103	276.14		
333.700103	885.07		1221.94
6.700103	328.69		
11.700103	0.00		
8.700103	0.00		
16.700103	471.54		
18.700103	<u>343.89</u>		
	TOTAL	9,086.99	
	EMPLOYEE SHARE	<u>9,089.99</u>	
	PAYROLL TOTAL	18,176.98	

PRN

FEDERAL	12381.26
EMPLOYEE FICA	9089.99
SUBTOTAL	21471.25
CITY FICA	9086.99
TOTAL	30558.24

K.P.E.R.S. FOR THE MONTH OF JANUARY 2018

PRT

4.700104	13,365.44	41,507.34	
201.700104		104.10	
202.700104		738.31	
222.700104		1027.53	1869.94
301.700104		156.16	
303.700104		691.36	
333.700104		2151.21	2998.73
6.700104		718.79	
11.700104		0.00	
8.700104		0.00	
16.700104		995.12	
18.700104		<u>708.09</u>	

TOTAL CITY SHARE 19,229.23 (a)

EMPLOYEE SHARE:

01/05/18	5,148.98
01/00/00	0.00
01/19/18	6,862.51

GRAND TOTAL 31,240.72 + Life 101.95 = 31,342.67 (b)

Ser Purch	1/5	0.00
	1/0	0.00
	1/19	0.00

Employer

1/5	8,058.14	
1/0	0.00	431.25
1/19	<u>10,739.84</u>	
	19,229.23 (a)	

<u>Bank</u>				
1/5	8,058.14	LIFE	101.95	
	5,148.98			
	<u>0.00</u>	W.A.R.	5-Jan	194.65
	13,207.12		0-Jan	0
			19-Jan	<u>236.6</u>
				431.25
1/0	0.00	1/19	10,739.84	
	0.00		6,862.51	
	<u>0.00</u>		<u>0.00</u>	
	0.00		17,602.35	

Employee

1/5	5,148.98
1/0	0.00
1/19	6,862.51
Life Ins.	<u>101.95</u>
	12,113.44
	31,342.67 (b)

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City of Osawatomie

BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
1972	02/28/2018	Printed		0304	KANSAS DEPT OF REVENUE	SALES TAX	11,360.38
1973	02/27/2018	Printed		0304	KANSAS DEPT OF REVENUE	COMPENSATING USE TAX	2,255.56
1974	02/27/2018	Printed		0304	KANSAS DEPT OF REVENUE	SALES TAX	371.32
1975	02/12/2018	Printed		1532	UNITED HEALTHCARE	HEALTH INSURANCE	23,391.25
1976	02/27/2018	Printed		0315	KANSAS STATE TREASURER	BOND INTEREST	231,002.50
1977	02/01/2018	Printed		0324	KMEA	GRDA ELECTRICITY	77,557.02
1978	02/05/2018	Printed		0324	KMEA	GRDA ELECTRICITY	72,450.06
1979	02/05/2018	Printed		0324	KMEA	WAPA ELECTRICITY	8,184.85
1980	02/20/2018	Printed		0324	KMEA	EMP ELECTRICITY	75,464.17
1981	02/28/2018	Printed		0109	CITY OF OSAWATOMIE	PETTY CASH REIMBURSEMENT	8,653.48
51019	02/15/2018	Printed		0190	FIRST OPTION BANK	CRAFT SUPPLIES, CUTTING BOARDS	1,290.76
51020	02/15/2018	Printed		0190	FIRST OPTION BANK	LODGING, BUSINESS CARDS, POSTA	788.91
51021	02/15/2018	Printed		0190	FIRST OPTION BANK	MEAL, POSTAGE, LATCHING BOXES	1,227.60
51022	02/15/2018	Printed		0190	FIRST OPTION BANK	MEALS, CREDIT ON CHRISTMAS	87.14
51023	02/15/2018	Printed		1229	DISH NETWORK	SERVICES	114.02
51024	02/15/2018	Printed		1954	WEX BANK	FUEL	4,678.99
51025	02/15/2018	Printed		0190	FIRST OPTION BANK	COMPUTER, KEYBOARD, MOUSE	935.95
51026	02/15/2018	Printed		2070	WASTE MANAGEMENT	REFUSE	592.48
51027	02/21/2018	Printed		0344	KS MUNICIPAL INS. TRUST	WORKERS COMPENSATION	60,272.00
51028	02/27/2018	Printed		2191	KIDZONE KANSAS CITY, LLC	JAMBOREE GAMES	1,237.50
51029	02/21/2018	Printed		2070	WASTE MANAGEMENT	REFUSE	18.09
51030	02/21/2018	Printed		0243	KANSAS CITY WILBERT	GRAVE OPEN-BRUCE OZIAS	4,030.00
51031	02/21/2018	Printed		0610	SUDDENLINK COMMUNICATIONS	INTERNET	468.62
51033	02/21/2018	Printed		0302	KANSAS DEPT OF HEALTH & ENVIRO	PRINCIPAL, INTEREST, SERVICE F	45,000.00
51034	02/23/2018	Printed		0109	CITY OF OSAWATOMIE	UTILITIES	9,753.81
51036	02/26/2018	Printed		0328	KANSAS GAS SERVICE	SERVICE	8,667.01
51038	02/26/2018	Printed		0292	KANSAS CITY POWER & LIGHT CO.	SERVICE	1,633.25
51039	02/27/2018	Printed		2192	THOMAS STAINBROOK	EASEMENT	100.00
51040	02/28/2018	Printed		0669	MOON'S HOMETOWN MARKET	FEB 2018 STORAGE PAYMENT	1,000.00
51041	02/28/2018	Printed		1078	ACE PEST CONTROL LLC	JANUARY TREATMENT	475.00
51042	02/28/2018	Printed		0798	AMERICAN SAFETY UTILITY COR	6 TON KEARNEY O TOOL DIES	122.88
51043	02/28/2018	Printed		2092	ANIXTER, INC.	ARRESTOR	1,210.47
51044	02/28/2018	Printed		1674	APPLIED MAINTENANCE SUPPLIES	CABLE TIES, FIRST AID KIT	333.97
51045	02/28/2018	Printed		1456	ARROWHEAD SCIENTIFIC, INC.	DRUG TESTING KITS	322.10
51046	02/28/2018	Printed		0563	AT&T	RTU	223.45
51047	02/28/2018	Printed		0606	BAKER & TAYLOR	BOOKS	747.09
51048	02/28/2018	Printed		2182	BORDER STATES INDUSTRIES	DISC POLYMER	1,480.26
51049	02/28/2018	Printed		1578	BRADLEY AIR CONDITIONING & BREWERS AUTOMOTIVE REPAIR INC	CITY HALL HVAC	11,452.88
51050	02/28/2018	Printed		0071	BREWERS AUTOMOTIVE REPAIR INC	FUEL FILTER AND PUMP	1,680.23
51051	02/28/2018	Printed		1131	DON CAWBY	TRAVEL REIMBURSEMENT	533.90
51052	02/28/2018	Printed		0708	CENTURYLINK	LONG DISTANCE	47.54
51053	02/28/2018	Printed		0708	CENTURYLINK	SERVICES	749.55
51054	02/28/2018	Printed		0708	CENTURYLINK	RTU	236.56
51055	02/28/2018	Printed		1555	CITY ELECTRICAL SUPPLY COMPANY	WIRE	1,307.19
51056	02/28/2018	Printed		0122	COLEMAN EQUIPMENT INC.	PAD RUBBER, PIPE	1,349.90
51057	02/28/2018	Printed		1758	CONRAD FIRE EQUIPMENT, INC.	BATTERY PACK	540.33
51058	02/28/2018	Printed		1080	CONSOLIDATED FLEET SERV. INC.	TRUCK AND LINE TOOL INSPECTION	1,854.00
51059	02/28/2018	Printed		2041	CONTINENTAL RESEARCH CORPORATI	TEFLA PENT	216.03
51060	02/28/2018	Printed		1083	CORRECT CARE SOLUTIONS, LLC	INMATE HEALTHCARE REPRICING	90.00
51061	02/28/2018	Printed		0886	CROFT TRAILER SUPPLY, INC.	BALL MOUNT	61.28

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BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
51062	02/28/2018	Printed		1775	DELTA DENTAL OF KANSAS, INC.	DENTAL INSURANCE	2,938.28
51063	02/28/2018	Printed		0920	DEMCO, INC.	CD ALBUM	115.68
51064	02/28/2018	Printed		0725	DITCH WITCH SALES, INC.	HOSE	1,255.65
51065	02/28/2018	Printed		1297	EMG, INC.	CONSULTING SERVICES	3,193.39
51066	02/28/2018	Printed		0299	FAMILY CENTER FARM & HOME	HOSE AND HOSE CLAMP	388.71
51067	02/28/2018	Printed		2147	FBI-LEEDA	REGISTRATION - STUTEVILLE	650.00
51068	02/28/2018	Printed		0202	FT SCOTT COMMUNITY COLLEGE	WATER CERTIFICATE PREP	140.00
51069	02/28/2018	Printed		1460	GALLAGHER BENEFIT SERVICES INC	ADMIN FEE	434.50
51070	02/28/2018	Printed		1999	GEARZONE PRODUCTS	PANTS	432.01
51071	02/28/2018	Printed		1857	GERKEN RENT-ALL, INC.	KEROSENE	63.75
51072	02/28/2018	Printed		2183	GOLFWEEK	SUBSCRIPTION	24.95
51073	02/28/2018	Printed		1303	GOVERNMENTAL ASSISTANCE SERV	ADMINISTRATIVE SERVICES	984.50
51074	02/28/2018	Printed		0218	W.W. GRAINGER INC	BATTERY PACK	288.75
51075	02/28/2018	Printed		2145	GREATLIFE WARSAW, LLC	CONSULTING SERVICES	833.00
51076	02/28/2018	Printed		0230	HANES FLORIST & GREENHOUSE	FLOWERS	35.00
51077	02/28/2018	Printed		0014	HOME DEPOT CREDIT SERVICES	10' STEP LADDER	198.00
51078	02/28/2018	Printed		0747	INLAND TRUCK PARTS CO.	REPLACED ERG	2,125.84
51079	02/28/2018	Printed		0847	JAY'S UNIFORMS, LLC	NAME PIN	16.42
51080	02/28/2018	Printed		1898	JEO CONSULTING GROUP, INC.	ELEC GENERATION CONSULTING	6,047.50
51081	02/28/2018	Printed		2039	JIVE COMMUNICATIONS, INC.	SERVICE	897.85
51082	02/28/2018	Printed		1899	K & M TIRES	TIRES	1,223.86
51083	02/28/2018	Printed		0300	KANSAS DEPT OF COMMERCE	JTC LEASE PAYMENT	1,000.00
51084	02/28/2018	Printed		0467	KANSAS MAYORS ASSOCIATION	MEMBERSHIP DUES	50.00
51085	02/28/2018	Printed		1161	KANSAS ONE CALL SYSTEM, INC	Locates	33.60
51086	02/28/2018	Printed		0313	KANSAS RURAL WATER ASSOC	KRWA CONFERENCE	185.00
51087	02/28/2018	Printed		0315	KANSAS STATE TREASURER	TRAINING FUNDS	1,363.00
51088	02/28/2018	Printed		0289	KC BOBCAT	CUTTING EDGE	336.83
51089	02/28/2018	Printed		0100	L & K SERVICES, INC.	REFUSE	33,469.76
51090	02/28/2018	Printed		2091	MARK LANE	SHARPEN REELS AND KNIVES	950.00
51091	02/28/2018	Printed		0065	LANG CHEVROLET BUICK GMC, INC.	HANDLE	1,103.42
51092	02/28/2018	Printed		0340	LEAGUE OF KS MUNICIPALITIES	SALARY SURVEY DATA	35.00
51093	02/28/2018	Printed		0350	LOUISBURG FORD SALES INC.	RESISTOR	896.39
51094	02/28/2018	Printed		0917	MARTIN, PRINGLE, OLIVER,	CITY PROSECUTOR	5,265.18
51095	02/28/2018	Printed		1877	MC CONNELL MACHINERY CO. INC.	COMP SHAFT, PLATE, LINK	58.64
51096	02/28/2018	Printed		2082	JENNIFER MCDANIEL	COMMUNICATION SERVICES	1,500.00
51097	02/28/2018	Printed		2190	MFA OIL COMPANY	DYED DIESEL	1,147.49
51098	02/28/2018	Printed		0379	MIAMI COUNTY MEDICAL CENTER	MEDICAL CARE FOR PRISONER	454.89
51099	02/28/2018	Printed		0386	MIAMI COUNTY SHERIFF'S DEPT	PRISONER CARE	2,563.32
51100	02/28/2018	Printed		0388	MIAMI LUMBER INC.	HANDRAIL	79.78
51101	02/28/2018	Printed		2179	MID-STATES MATERIALS, LLC	GRAVEL	1,484.75
51102	02/28/2018	Printed		2101	NAPA AUTO PARTS	EMERGENCY PARKING	1,282.83
51103	02/28/2018	Printed		0112	NAVRAT'S OFFICE PRODUCTS, INC.	CHECKS	304.73
51104	02/28/2018	Printed		0612	NEKLS	SUMMER READING WORKSHOP	20.00
51105	02/28/2018	Printed		0860	NICHOLSON, DASENBROCK &	ATTORNEY FEE - GERI HARTLEY	2,800.00
51106	02/28/2018	Printed		2184	NOAH'S ARK ANIMAL WORKSHOP INC	BOOKS	323.00
51107	02/28/2018	Printed		0128	O'REILLY AUTO PARTS	TRUCK CAPSULE	9.12
51108	02/28/2018	Printed		0658	OIL PATCH PUMP & SUPPLY, INC.	STRAINER, NIPPLE, CLAMP	74.51
51109	02/28/2018	Printed		0026	OLATHE HEALTH PHYSICIANS, INC.	EMPLOYMENT PHYSICAL	86.00

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BANK: FIRST OPTION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST OPTION BANK Checks							
51110	02/28/2018	Printed		0147	OLATHE WINWATER WORKS	REPAIR CLAMP	110.50
51111	02/28/2018	Printed		2030	OPTIV SECURITY, INC.	TOKENS	50.84
51113	02/28/2018	Printed		2135	PALACE HARDWARE	DEICER	523.44
51114	02/28/2018	Printed		0789	PAOLA DO IT BEST HARDWARE	EMERY CLOTH	9.99
51115	02/28/2018	Printed		2187	PAT MCCARTHY PRODUCTIONS, INC.	STREET CRIMES SEMINAR	399.00
51116	02/28/2018	Printed		0663	PAT'S SIGNS	SIGNS AND DECALS	232.15
51117	02/28/2018	Printed		1443	PEPSI	POP	343.69
51118	02/28/2018	Printed		0619	POSTMASTER	POSTAGE	1,000.00
51119	02/28/2018	Printed		1471	PRAXAIR DISTRIBUTION, INC.	SAFETY GLASSES	79.08
51120	02/28/2018	Printed		2006	PRO-VISION	BODY CAMERA	3,354.24
51121	02/28/2018	Printed		0857	QUILL CORPORATION	TAPE	60.64
51122	02/28/2018	Printed		1501	R & J TRUCKING	ROCK	1,234.26
51123	02/28/2018	Printed		2185	RAINBOW TECHNOLOGY CORPORATION	COOLING VEST	140.48
51124	02/28/2018	Printed		0502	RAY'S LAWN & GARDEN	CHAINSAW KILL SWITCH	87.02
51125	02/28/2018	Printed		1130	REJIS COMMISSION	LEWEB SUBSCRIPTION	34.07
51126	02/28/2018	Printed		0518	RICOH AMERICAS CORP.	COPIES	147.29
51127	02/28/2018	Printed		0518	RICOH AMERICAS CORP.	COPIER LEASE	561.56
51128	02/28/2018	Printed		0518	RICOH AMERICAS CORP.	COPIER LEASE	311.30
51129	02/28/2018	Printed		0307	ROYAL PUBLISHING, INC.	ADVERTISING	85.00
51130	02/28/2018	Printed		0525	RURAL WATER DIST. #1	SERVICE	111.01
51131	02/28/2018	Printed		1855	STAR PRINTING	ENVELOPES	75.00
51132	02/28/2018	Printed		0610	SUDDENLINK COMMUNICATIONS	SERVICE	139.90
51133	02/28/2018	Printed		1545	SUPERIOR VISION SERVICES, INC.	VISION INSURANCE	642.39
51134	02/28/2018	Printed		1998	T2 HOLDINGS, LLC	SHRED	80.00
51135	02/28/2018	Printed		1411	DEBBIE TALLEY	MEMORIAL HALL JANITORIAL	375.00
51136	02/28/2018	Printed		0372	TFMCOM, INC	EQUIPMENT REMOVAL	1,040.77
51137	02/28/2018	Printed		2036	TOMO DRUG TESTING	2018 ADMIN FEES	200.00
51138	02/28/2018	Printed		0318	TRAINING @ YOUR PLACE	FIX ISSUES	142.50
51139	02/28/2018	Printed		0028	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE	6,413.27
51140	02/28/2018	Printed		2053	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	368.65
51141	02/28/2018	Printed		0073	UOM SCHOOL, INC.	SCHOOL	300.00
51142	02/28/2018	Printed		1180	USA BLUE BOOK	CHART PENS, ELECTRODE STORAGE	444.70
51143	02/28/2018	Printed		1804	USD 367 SPORT & FITNESS ZONE	MAR MEMBERSHIP	80.00
51144	02/28/2018	Printed		1963	VERIZON WIRELESS	MOBILE BROADBAND	80.02
51145	02/28/2018	Printed		0567	VIKING INDUSTRIAL SUPPLY	PAPER PRODUCTS	1,200.05
51146	02/28/2018	Printed		0642	WAL-MART COMMUNITY BRC	Food, DVDs, Cleaning Supplies	494.46
51147	02/28/2018	Printed		2070	WASTE MANAGEMENT	SLUDGE HALL OFF	2,344.73
51148	02/28/2018	Printed		2188	WENDT WELDING & MACHINE	CLEAN EXHAUST FLANGS	280.00
51149	02/28/2018	Printed		0876	WESTFALL GMC TRUCK, INC.	BEZEL GLASS	147.37
51150	02/28/2018	Printed		0901	WINKLER, DOMONEY & SCHULTZ	MUNICIPAL COURT JUDGE	2,060.00
51151	02/28/2018	Printed		0682	ZEP SALES & SERVICE	CHERRY BOMB, WIPES	###
Total Checks: 139						Checks Total (excluding void checks):	782,993.53
Total Payments: 139						Bank Total (excluding void checks):	782,993.53
Total Payments: 139						Grand Total (excluding void checks):	782,993.53

Register Report 2018-02

Date: 03/05/2018
Time: 5:51 PM
Page: 4

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the same required for each claim.

GO	62,118.94
WTR	15,794.79
EL	280,080.06
EMP Ben	73,427.42
Refuse	34,080.33
LIB	958.33
IND	1,000.00
St Imp	1,168.04
B&I	130,640.00
Safety Equip	2,744.24
Sewer	53,853.02
GOLF	4,819.44
TRSM	1,512.85
CIP-ST	1,084.50
CIP-Special	12,867.07
EL Bond	6,047.50
EI Reserve	100,362.50
CAF	434.50
Total	<u>782,993.53</u>

The attached payrolls are not included in the above totals

PAYROLL FOR THE PERIOD 2/2/18
GROSS

101.700101	12586.23	
101.700102	0.00	
102.700101	3150.40	
102.700102	0.00	
103.700101	27759.56	
103.700102	5000.00	
108.700108	0.00	
108.700109	0.00	
103.700112	0.00	
104.700101	1094.40	
104.700102	0.00	
105.700101	4843.21	
105.700102	0.00	
106.700101	0.00	
107.700101	6266.40	
107.700102	837.00	
108.700101	0.00	
109.700101	2061.60	
109.700102	0.00	
111.700101	3567.58	67166.38
201.700101	561.49	
201.700102	0.00	
202.700101	2901.96	
202.700102	706.68	
222.700101	4000.97	
222.700102	3185.88	11356.98
301.700101	842.24	
301.700102	0.00	
303.700101	2901.96	
303.700102	706.68	
333.700101	9264.00	
333.700102	355.71	
333.700110	858.33	14928.92
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	4833.25	
16.700102	276.96	5110.21
18.700101	3877.43	
18.700102	0.00	3877.43
	102439.92	

SOCIAL SECURITY REPORT 2/2/18

4.700103	4,520.44	5,059.89
201.700103	40.69	
202.700103	238.80	
222.700103	510.10	789.59
301.700103	61.03	
303.700103	238.80	
333.700103	721.99	1021.82
6.700103	262.61	
11.700103	0.00	
8.700103	0.00	
16.700103	364.56	
18.700103	<u>277.17</u>	
	TOTAL	7,235.86
	EMPLOYEE SHARE	<u>7,230.81</u>
	PAYROLL TOTAL	14,466.67

FEDERAL	10101.53
EMPLOYEE FICA	7230.81
SUBTOTAL	17332.34
CITY FICA	7235.86
TOTAL	24568.20

PAYROLL FOR THE PERIOD 2/16/18

	GROSS	
101.700101	13012.14	
101.700102	171.71	
102.700101	3150.40	
102.700102	70.77	
103.700101	29069.64	
103.700102	1898.26	
108.700108	500.00	
108.700109	3840.00	
103.700112	0.00	
104.700101	1094.40	
104.700102	0.00	
105.700101	4843.21	
105.700102	0.00	
106.700101	0.00	
107.700101	6266.40	
107.700102	0.00	
108.700101	610.00	
109.700101	1341.60	
109.700102	0.00	
111.700101	3799.12	69667.65
201.700101	561.49	
201.700102	0.00	
202.700101	2838.00	
202.700102	447.68	
222.700101	4000.97	
222.700102	948.44	8796.58
301.700101	842.24	
301.700102	0.00	
303.700101	2838.00	
303.700102	447.68	
333.700101	9264.00	
333.700102	609.39	
333.700110	858.33	14859.64
11.001.700.101	0.00	
11.001.700.102	0.00	
11.002.700.101	0.00	0.00
8.700101	0.00	
8.700102	0.00	0.00
16.700101	4553.01	
16.700102	0.00	4553.01
18.700101	3758.32	
18.700102	0.00	3758.32
	101635.20	

SOCIAL SECURITY REPORT 2/16/18

4.700103	4,673.89	5,222.26
201.700103	40.69	
202.700103	215.21	
222.700103	345.46	601.36
301.700103	61.03	
303.700103	215.21	
333.700103	745.22	1021.46
6.700103	280.33	
11.700103	0.00	
8.700103	0.00	
16.700103	319.16	
18.700103	<u>268.04</u>	
	TOTAL	7,164.24
	EMPLOYEE SHARE	<u>7,167.20</u>
	PAYROLL TOTAL	14,331.44

FEDERAL	9116.61
EMPLOYEE FICA	7167.20
SUBTOTAL	16283.81
CITY FICA	7164.24
TOTAL	23448.05

K.P.E.R.S. FOR THE MONTH OF FEBRUARY 2018

4.700104	12,137.41	10,427.87	
201.700104		105.44	
202.700104		647.38	
222.700104		1139.59	1892.41
301.700104		158.18	
303.700104		647.38	
333.700104		1991.59	2797.15
6.700104		691.73	
11.700104		0.00	
8.700104		0.00	
16.700104		853.88	
18.700104		<u>623.27</u>	

TOTAL CITY SHARE 17,680.85 (a)

EMPLOYEE SHARE:

02/02/18	5,690.23
01/00/00	0.00
02/16/18	5,355.29

GRAND TOTAL 28,726.37 + Life 101.95 = 28,828.32 (b)

Ser Purch	2/2	0.00
	1/0	0.00
	2/16	0.00

Employer

2/2	8,905.24	
1/0	0.00	394.54
2/16	<u>8,381.07</u>	
	17,680.85 (a)	

<u>Bank</u>				
2/2	8,905.24	LIFE	101.95	
	5,690.23			
	<u>0.00</u>	W.A.R.	2-Feb	197.27
	14,595.47		0-Jan	0
			16-Feb	<u>197.27</u>
				394.54
1/0	0.00	2/16	8,381.07	
	0.00		5,355.29	
	<u>0.00</u>		<u>0.00</u>	
	0.00		13,736.36	

Employee

2/2	5,690.23
1/0	0.00
2/16	5,355.29
Life Ins.	<u>101.95</u>
	11,147.47
	28,828.32 (b)



March 2, 2018

City of Osawatomie, KS
Attn: Don Cawby, City Manager
PO Box 37
Osawatomie, KS 66064

RE: Osawatomie, Kansas
12 MW Generation Capacity Improvements
JEO Project No. 141554

Dear Don:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the following items to be discussed at the next regularly scheduled City council meeting:

1. JEO received a request for payment from IES Commercial, Inc. (IES) for work completed thru 1-15-18 on the '9TH Street Substation' project. The amounts for which IES is requesting has been verified to date and JEO recommends to approve Contractor's Application for Payment No. 6, included, in the amount of \$40,995.09. Please print out three copies and execute upon council approval. Keep one copy for your file, return one to IES with the payment and the final copy to JEO for our records.
2. JEO received Invoice 18541-1 in the amount of \$49,358.00 from KwiKom Communications (KwiKom) for work performed on behalf of the City. KwiKom installed a new fiber optic line between the 9TH and 7TH Street Substations to send/receive KCP&L meter data and allow communication between the two generation sites. Three additional vaults and one splice closure including tray were added to the original quote per coordination with City staff. Invoice 18541-1, included, is recommended to be paid in the amount of \$49,358.00.
3. JEO received Invoice 1 in the amount of \$2,025.00 from Baldrige Engineering LLC (Baldrige) for work performed on behalf of the City. Baldrige completed the concrete materials testing on the '9TH Street Substation' project. Invoice 1, included, is recommended to be paid in the amount of \$2,025.00. The invoice shall be budgeted to the '9TH Street Substation' project.

If you have any questions and/or concerns do not hesitate to contact me at (402) 371-6416 Ext. 1114 or (402) 360-0217.

Respectfully submitted,

Matt E. Kalin, PE
Project Engineer

MEK:skw
Enclosure

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
803 W. Norfolk Avenue | Norfolk, Nebraska 68701-5144 | p: 402.371.6416 | f: 402.371.5109
www.jeo.com

Progress Estimate

Contractor's Application

For (Contract):		2016 9th Street Substation		Application Number:	6				
Application Period:		12/16/2017 - 1/15/2018		Application Date:	3/8/2018				
Bid Item No.	Item Description	Contract Information			E	F	G		
		Item Quantity	Units	Unit Price				Total Value of Item (\$)	Materials Presently Stored (not in C)
GROUP A									
1	Generator site grading and silt fencing	1	LS	\$37,845.00	\$37,845.00		\$37,845.00	100.0%	
2	Substation site grading and silt fencing	1	LS	\$37,845.00	\$37,845.00		\$37,845.00	100.0%	
GROUP B									
1	Substation Concrete Work	1	LS	\$82,006.85	\$82,006.85		\$82,006.85	95.0%	\$4,316.15
2	Substation Pre-engineered Building	1	LS	\$438,588.00	\$438,588.00		\$438,588.00	100.0%	
3	Substation Electrical Work	1	LS	\$369,124.84	\$369,124.84		\$369,124.84	98.0%	\$7,533.16
4	Generator Electrical Work	1	LS	\$115,989.00	\$115,989.00		\$115,989.00	100.0%	
5	Generator Enclosure Re-Assembly Work	1	LS	\$58,473.00	\$58,473.00		\$58,473.00	100.0%	
	Change Order No. 1	-1	LS	\$30,325.80	-\$30,325.80		-\$30,325.80	100.0%	
Totals							\$1,109,545.89	98.9%	\$11,849.31

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Stored into Storage (Month/Year)	Amount Stored Previously (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))	
2	15B80475-02	12 (13 3419)	Jobsite	Building Materials	8/2017	\$24,349.44	\$24,349.44	\$24,349.44	10/2017	\$24,349.44		
2	17373290	11 (13 3419)	Subc. Shop	Insulation Materials	8/2017	\$3,806.64	\$3,806.64	\$3,806.64	10/2017	\$3,806.64		
3	93986	(33 7200)	Jobsite	Substation Steel	9/2017	\$33,154.50	\$33,154.50	\$33,154.50	10/2017	\$33,154.50		
2	S503562780.002	10 (Sheet E2.0)	Jobsite	Panel Lightning Arrestor	9/2017	\$526.09	\$526.09	\$526.09	10/2017	\$526.09		
2	S503562780.008	5 (26 0500)	Jobsite	Flourescent fixture	9/2017	\$816.22	\$816.22	\$816.22	10/2017	\$816.22		
2	S503562780.009	5 (26 0500)	Jobsite	DC Panelboard enclosure	9/2017	\$292.45	\$292.45	\$292.45	10/2017	\$292.45		
2	S503562780.010	5 (26 0500)	Jobsite	AC Panelboard	9/2017	\$681.59	\$681.59	\$681.59	10/2017	\$681.59		
2	S503603991.004	5 (26 0500)	Jobsite	DC Panelboard interior	9/2017	\$1,399.86	\$1,399.86	\$1,399.86	10/2017	\$1,399.86		
2	S503603991.005	5 (26 0500)	Jobsite	Exterior wall pack lights	9/2017	\$950.73	\$950.73	\$950.73	10/2017	\$950.73		
2	S503603991.006	5 (26 0500)	Jobsite	Emergency Exit signs	9/2017	\$208.54	\$208.54	\$208.54	10/2017	\$208.54		
2	S503603991.001	5 (26 0500)	Jobsite	Flourescent fixture bulbs	9/2017	\$73.68	\$73.68	\$73.68	10/2017	\$73.68		
3	3497	5 (33 7200)	Jobsite	34.5KV GOAB switch	9/2017	\$5,875.00	\$5,875.00	\$5,875.00	10/2017	\$5,875.00		
3	3497	5 (33 7200)	Jobsite	15KV GOAB switch	9/2017	\$6,100.00	\$6,100.00	\$6,100.00	10/2017	\$6,100.00		
3	3497	5 (33 7200)	Jobsite	38KV Vacuum Magnetic Circuit Breaker	9/2017	\$35,200.00	\$35,200.00	\$35,200.00	10/2017	\$35,200.00		
3	3497	5 (33 7200)	Jobsite	2" IPS Aluminum Tubular Bus	9/2017	\$236.00	\$236.00	\$236.00	12/2017	\$236.00		
3	3497	5 (33 7200)	Jobsite	4" IPS Aluminum tube	9/2017	\$470.00	\$470.00	\$470.00	11/2017	\$470.00		
3	3497	5 (33 7200)	Jobsite	Copper bus plate	9/2017	\$105.00	\$105.00	\$105.00	11/2017	\$105.00		
3	3497	5 (33 7200)	Jobsite	Substation Yard lights	9/2017	\$496.00	\$496.00	\$496.00	11/2017	\$496.00		
3	3497	5 (33 7200)	Jobsite	55/3 Wood pole	9/2017	\$4,550.00	\$4,550.00	\$4,550.00	11/2017	\$4,550.00		
3	3497	5 (33 7200)	Jobsite	Crossarm, wood, 5"x6"x12'	9/2017	\$185.00	\$185.00	\$185.00	11/2017	\$185.00		
3	S93382-1	8 (Sheet D1.2)	Jobsite	Resilient Seated Gate Valve	9/2017	\$625.00	\$625.00	\$625.00	9/2017	\$625.00		
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Accessory Kit	9/2017	\$42.00	\$42.00	\$42.00	9/2017	\$42.00		
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Box	9/2017	\$105.00	\$105.00	\$105.00	9/2017	\$105.00		
3	S92870-1	8 (Sheet D1.2)	Jobsite	Stainless Steel Cleanout with Spanner Wrench	9/2017	\$690.00	\$690.00	\$690.00	9/2017	\$690.00		
3	S92864-1	8 (Sheet D1.2)	Jobsite	DWV Pipe Sch. 80	9/2017	\$360.00	\$360.00	\$360.00	9/2017	\$360.00		
3	S92865-1	8 (Sheet D1.2)	Jobsite	DWV Fittings	9/2017	\$172.00	\$172.00	\$172.00	9/2017	\$172.00		
3	992881620	8 (26 0500)	Jobsite	1" Galvanized Rigid Conduit	9/2017	\$178.37	\$178.37	\$178.37	10/2017	\$178.37		
3	992881620	8 (26 0500)	Jobsite	2" PVC Conduit	8/2017	\$414.57	\$414.57	\$414.57	8/2017	\$414.57		
3	992881620	8 (26 0500)	Jobsite	3" PVC Conduit	8/2017	\$958.55	\$958.55	\$958.55	8/2017	\$958.55		
3	992881620	8 (26 0500)	Jobsite	4" PVC Conduit	8/2017	\$2,695.15	\$2,695.15	\$2,695.15	8/2017	\$2,695.15		
3	992881620	8 (26 0500)	Jobsite	4" Galvanized Rigid Conduit	9/2017	\$386.76	\$386.76	\$386.76	10/2017	\$386.76		
3	992881620	9 (33 7200)	Jobsite	Copper Clad Ground Rod	9/2017	\$781.60	\$781.60	\$781.60	9/2017	\$781.60		
4	992855303	9 (33 7200)	Jobsite	Copper Clad Ground Rod	8/2017	\$683.90	\$683.90	\$683.90	8/2017	\$683.90		
3	992855303	8 (26 0500)	Jobsite	2" PVC Expansion Fitting	9/2017	\$132.40	\$132.40	\$132.40	10/2017	\$132.40		
3	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$1,196.65	\$1,196.65	\$1,196.65	11/2017	\$1,196.65		
4	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$888.94	\$888.94	\$888.94	11/2017	\$888.94		
Totals								\$129,787.63		\$129,787.63		

For (Contract): 2016 9th Street Substation
 Application Number: 6
 Application Date: 3/8/2018

Application Period: 12/16/2017 - 1/15/2018

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$)	
Application Number: 6												
Application Date: 3/8/2018												
2016 9th Street Substation												
12/16/2017 - 1/15/2018												
3	992855303	9 (Sheet D1.4)	Jobsite	Ground Clamp, 2 cable to flat surface	9/2017	\$214.50		\$214.50	10/2017	\$214.50		
3	992855303	8 (26 0500)	Jobsite	4" Conduit Cable Sealing Fitting	9/2017	\$786.18		\$786.18	10/2017	\$786.18		
2	993209451	8 (26 0500)	Jobsite	Duplex Receptacle	9/2017	\$6.42		\$6.42	10/2017	\$6.42		
2	993209451	8 (26 0500)	Jobsite	Duplex GRCI Receptacle	9/2017	\$35.01		\$35.01	10/2017	\$35.01		
2	993209451	8 (26 0500)	Jobsite	Weatherproof Receptacle Box	9/2017	\$20.46		\$20.46	10/2017	\$20.46		
2	993209451	8 (26 0500)	Jobsite	Toggle Switch	9/2017	\$2.92		\$2.92	10/2017	\$2.92		
2	993209451	8 (26 0500)	Jobsite	Cable Tray	9/2017	\$708.48		\$708.48	10/2017	\$708.48		
2	993209451	8 (26 0500)	Jobsite	Junction Box, NEMA 12	9/2017	\$512.47		\$512.47	10/2017	\$512.47		
3	993209451	6 (33 7200)	Jobsite	4/0 ACSR "Penguin"	9/2017	\$43.20		\$43.20	12/2017	\$43.20		
3	993209451	6 (33 7200)	Jobsite	336.4 ACSR "Jinner"	9/2017	\$291.00		\$291.00	12/2017	\$291.00		
3	993209451	6 (33 7200)	Jobsite	3/8" EHS Shield Wire	9/2017	\$70.65		\$70.65	12/2017	\$70.65		
3	993209451	6 (Sheet C2.1)	Jobsite	#1 MHD Bare Copper Wire	9/2017	\$378.00		\$378.00	11/2017	\$378.00		
4	993209451	6 (26 0500)	Jobsite	2/0 THHN Copper Wire	9/2017	\$1,089.36		\$1,089.36	11/2017	\$1,089.36		
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 2/0 CU	9/2017	\$1,106.28		\$1,106.28	12/2017	\$1,106.28		
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 1/0 CU	9/2017	\$112.66		\$112.66	11/2017	\$112.66		
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, one hole	9/2017	\$83.79		\$83.79	11/2017	\$83.79		
3	993209451	6 (Sheet C2.1)	Jobsite	H-cap Compression Connector	9/2017	\$28.56		\$28.56	11/2017	\$28.56		
3	993209451	6 (Sheet D2.1)	Jobsite	Cable Support, Copper	9/2017	\$302.70		\$302.70	11/2017	\$302.70		
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 4-hole NEMA pad	9/2017	\$248.58		\$248.58	11/2017	\$248.58		
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, two hole	9/2017	\$234.33		\$234.33	11/2017	\$234.33		
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 2" Aluminum Tubular Bus	9/2017	\$206.61		\$206.61	12/2017	\$206.61		
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Expansion, Tube to Flat Pad	9/2017	\$747.33		\$747.33	12/2017	\$747.33		
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Tee, Tube to Flat Pad	9/2017	\$123.36		\$123.36	12/2017	\$123.36		
3	993209451	7 (33 7200)	Jobsite	End Cap, Tubular Bus	9/2017	\$60.30		\$60.30	12/2017	\$60.30		
3	993209451	7 (33 7200)	Jobsite	Corona Ball	9/2017	\$214.82		\$214.82	11/2017	\$214.82		
3	993209451	7 (33 7200)	Jobsite	Tee, Cable to Cable	9/2017	\$413.34		\$413.34	11/2017	\$413.34		
3	993209451	7 (33 7200)	Jobsite	Trunion Clamp	9/2017	\$74.61		\$74.61	11/2017	\$74.61		
3	993209451	7 (26 0000.0041)	Jobsite	Fiberglass Dead End Crossarm	9/2017	\$413.83		\$413.83	11/2017	\$413.83		
3	993209451	7 (Sheet C2.2)	Jobsite	Clevis Eye Link	9/2017	\$318.42		\$318.42	11/2017	\$318.42		
3	993209451	7 (26 0000.0041)	Jobsite	35kV Line Post Insulator	9/2017	\$292.88		\$292.88	11/2017	\$292.88		
3	993209451	7 (26 0000.0041)	Jobsite	35kV Suspension Insulator	9/2017	\$330.66		\$330.66	11/2017	\$330.66		
3	993209451	7 (26 0000.0041)	Jobsite	Ball-Y Clevis	9/2017	\$66.04		\$66.04	11/2017	\$66.04		
3	993209451	7 (26 0000.0041)	Jobsite	Quadrant Dead End	9/2017	\$157.07		\$157.07	11/2017	\$157.07		
3	993209451	7 (26 0000.0041)	Jobsite	Dead End Clamp	9/2017	\$287.94		\$287.94	11/2017	\$287.94		
4	993209451	10 (26 0500)	Jobsite	500 MCM Cable, THHN	9/2017	\$24,187.12		\$24,187.12	11/2017	\$24,187.12		
4	993209451	10 (Sheet C2.0)	Jobsite	10C/#4 THHN Cable	9/2017	\$456.76		\$456.76	10/2017	\$456.76		
								Totals		\$34,626.64		\$34,626.64

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Stored into Storage (Month/Year)	Amount Stored Previously (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))	
For (Contract): 2016 9th Street Substation												
Application Period: 12/16/2017 - 1/15/2018												
Application Number: 6												
Application Date: 3/8/2018												
4	99285302	10 (Sheet C2.0)	Jobsite	12C/#12 THHN Cable	9/2017	\$2,378.38	\$2,378.38	\$2,378.38	10/2017	\$2,378.38		
4	99285302	10 (Sheet C3.5)	Jobsite	2C/#16 Shielded Cable	9/2017	\$1,115.45	\$1,115.45	\$1,115.45	10/2017	\$1,115.45		
3	99285302	6 (Sheet D2.3)	Jobsite	#1/0 SD Copper Wire	9/2017	\$73.00	\$73.00	\$73.00		\$73.00		
4	99285302	10 (Sheet D3.5)	Jobsite	Cat. 5E Cable	9/2017	\$123.19	\$123.19	\$123.19	10/2017	\$123.19		
3	99285302	8 (26 0500)	Jobsite	Miscellaneous Conduit Fittings (Invoice Page 1 of 6)	9/2017	\$285.10	\$285.10	\$285.10	10/2017	\$285.10		
3	99285302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.	9/2017	\$3,518.61	\$3,518.61	\$3,518.61	10/2017	\$3,518.61		
3	99285302	9 (Sheet D1.4)	Jobsite	#4/0 Copper Wire, Bare 19 Str.	8/2017	\$3,753.18	\$3,753.18	\$3,753.18	8/2017	\$3,753.18		
3	99285302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$279.22	\$279.22	\$279.22	11/2017	\$279.22		
3	99285302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$207.42	\$207.42	\$207.42	11/2017	\$207.42		
3	99285302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8	9/2017	\$204.00	\$204.00	\$204.00	12/2017	\$204.00		
3	99285302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8	9/2017	\$163.20	\$163.20	\$163.20	12/2017	\$163.20		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$1,196.65	\$1,196.65	\$1,196.65	11/2017	\$1,196.65		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$478.66	\$478.66	\$478.66	11/2017	\$478.66		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable	9/2017	\$231.12	\$231.12	\$231.12	11/2017	\$231.12		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipes, two cable	9/2017	\$346.68	\$346.68	\$346.68	11/2017	\$346.68		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20	11/2017	\$62.20		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20	11/2017	\$62.20		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80	11/2017	\$111.80		
3	99285302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80	11/2017	\$111.80		
3	99285302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$51.10	\$51.10	\$51.10	11/2017	\$51.10		
3	99285302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$37.96	\$37.96	\$37.96	11/2017	\$37.96		
3	99285302	9 (33 7200)	Jobsite	Tower ground clamp	9/2017	\$429.00	\$429.00	\$429.00	10/2017	\$429.00		
3	99285302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$100.98	\$100.98	\$100.98	10/2017	\$100.98		
3	99285302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$403.92	\$403.92	\$403.92	10/2017	\$403.92		
3	99285302	9 (33 7200)	Jobsite	Arrester Grounding Terminal	9/2017	\$33.22	\$33.22	\$33.22	11/2017	\$33.22		
3	99285302	9 (33 7200)	Jobsite	1/0 Grounding Lug	9/2017	\$15.90	\$15.90	\$15.90	11/2017	\$15.90		
3	99285302	9 (Sheet C2.2)	Jobsite	#4 Bare Copper Wire	9/2017	\$45.56	\$45.56	\$45.56	11/2017	\$45.56		
3	99285302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	9/2017	\$336.90	\$336.90	\$336.90	9/2017	\$336.90		
3	99285302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	8/2017	\$224.60	\$224.60	\$224.60	8/2017	\$224.60		
3	99285302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	9/2017	\$778.00	\$778.00	\$778.00	9/2017	\$778.00		
3	99285302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	8/2017	\$778.00	\$778.00	\$778.00	8/2017	\$778.00		
3	99285302	10 (Sheet E2.0)	Jobsite	Meter Socket	9/2017	\$82.61	\$82.61	\$82.61	10/2017	\$82.61		
3	99285302	10 (Sheet C2.0)	Jobsite	4C/#8 THHN Cable	9/2017	\$205.41	\$205.41	\$205.41	10/2017	\$205.41		
3	99285302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66	10/2017	\$75.66		
3	99285302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66	10/2017	\$75.66		
3	99285302	10 (Sheet C2.0)	Jobsite	4C/#10 THHN Cable	9/2017	\$513.52	\$513.52	\$513.52	10/2017	\$513.52		
								Totals				
												\$18,909.86



INVOICE

Baldridge Engineering LLC

308 South Silver
 Paola KS, 66071
 Phone: (913) 710-3019
 baldridge.engineering@gmail.com

Date	11-20-217
Invoice #	1
For Job #:	17-MU-0001

Bill To:

Blake Madden
 City of Osawatome Public Works
 820 Lincoln Ave.
 Owasatomie, KS 66064
 913-755-4164

Substation Concrete Testing

Quantity	Description	Unit price	Amount	Extension
19	Concrete Testing	\$ 75.00	\$ 1,425.00	
30	Cylinders	\$ 20.00	\$ 600.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
0			\$ 0.00	
Subtotal			\$ 2,025.00	

Make all checks payable to Baldridge Engineering LLC If you have any questions concerning this invoice, contact David Baldridge at (913) 710-3019, baldridge.engineering@gmail.com. Thank you for your business!

Amount Paid	\$ -
Additional discount	
Balance due	\$ 2,025.00



Invoice

February 16, 2018
 Project No: R141554.03
 Invoice No: 101334
 Invoice Amount: 4,350.00

City of Osawatomie
 439 Main Street
 PO Box 37
 Osawatomie, KS 66064

33-206

Project Manager Matt Kalin
 Project R141554.03 Osawatomie 12 MW Generation Capacity Improvements
Professional Services through February 9, 2018

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Design	\$138,250.00	100 %	\$138,250.00	\$138,250.00	0.00
Final Design	\$47,040.00	100 %	\$47,040.00	\$47,040.00	0.00
Bidding & Negotiation	\$16,100.00	100 %	\$16,100.00	\$16,100.00	0.00
Construction Services	\$65,340.00	100 %	\$65,340.00	\$65,340.00	0.00
Post Construction	\$6,400.00	0 %	0.00	0.00	0.00
Hourly to a Maximum Phase(s)					
Add'l Construction Services	\$23,190.00		\$19,248.00	\$17,823.00	\$1,425.00
Add'l RPR Services	\$4,810.00		0.00	0.00	0.00
RPR Services	\$43,680.00		\$42,190.00	\$39,265.00	\$2,925.00
Total	\$344,810.00		\$328,168.00	\$323,818.00	\$4,350.00
Total Amount Due Upon Receipt					\$4,350.00

Outstanding Invoices

Number	Date	Balance
100884	1/23/2018	6,047.50
Total		6,047.50

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207 | p: 402.443.4661 | f: 402.443.3508

www.jeo.com

Edgecomb Flooring
 14302 NW 2100 Rd.
 Garnett, KS 66032
 785-448-3899

Invoice

Date	Invoice #
3/20/2018	C1975

Bill To
Osawatomie City Hall

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Materials & Labor for downstairs offices	8,500.00	8,500.00
	Sales Tax	8.00%	0.00
		Total	\$8,500.00

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: March 22, 2018

AGENDA ITEM: Lease Purchase Agreement for Fire Truck and Enterprise Software

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the January 25, 2018 meeting, the decision was made to seek bids for a lease purchase of the Fire Truck already on order and new City Enterprise software and Police/Court software. Financing scenarios were provided and the project was green-lighted.

Bids were due on Friday, March 2 and 1:00 pm. Here were the results:

<u>Bidder</u>	<u>Location</u>	<u>Rate</u>
First Option Bank	Osawatomie	3.10%
First Security Kansas Bank	Paola	3.12%
First National Bank of Louisburg	Louisburg	3.54%
Great Southern Bank	Paola	3.99%
Arvest Bank	Ottawa	4.26%
Security Bank of Kansas City	Paola	4.95%

With First Option Bank being the lowest bidder, Bond Counsel and our Financial Advisor worked to draft the Lease-Purchase Agreement. Attached is the agreement for the Council's consideration.

Also attached to this memo are the financials of the agreement with the FOB agreement and the impact on the financing of the agreement. The agreement shows payments based upon the Fire Truck portion and the total Software portion.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve a motion to authorize the proposed ordinance to execute a Lease Purchase Agreement for the aquisition of a fully-equipped fire truck and upgraded software for city systems.

(Published in the *Miami County Republic* on March 28, 2018)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT BY THE CITY TO PROVIDE FOR THE ACQUISITION OF A FULLY-EQUIPPED FIRE TRUCK AND UPGRADED SOFTWARE FOR CITY SYSTEMS.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the “City”), according to K.S.A. 12-101 *et seq.* and K.S.A. 10-1116c, has found it necessary to enter into a Lease Purchase Agreement to pay a portion of the costs of acquiring a fully equipped 2005 E-one 75-foot ladder truck with approximately 69,726 miles (the “Equipment”) and new and upgraded municipal software for financial management, human resources, project management, utility billing, police and municipal court and related purposes (the “Software”), as more fully described in Section 1 below, and in the Lease Purchase Agreement authorized by this Ordinance.

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

SECTION 1. Authorization of Lease Purchase Agreement. The Lease Purchase Agreement between the City and First Option Bank, Osawatomie, Kansas and providing for financing a portion of the cost of the Equipment and Software (as defined above) for the City, in substantially the form presented to the governing body on this date, is authorized and approved with such additions, revisions or corrections as may be approved by the Mayor and City Clerk with the advice of counsel. Their approval of any such changes shall be evidenced by their execution of the Lease Purchase Agreement.

SECTION 2. Execution of Lease Purchase Agreement. The Mayor and the City Clerk are each authorized and directed to execute the Lease Purchase Agreement on behalf of the City and to execute any ancillary certificates or documents necessary to accomplish the purposes of this Ordinance and the Lease Purchase Agreement.

SECTION 3. Rental Payments. The Rental Payments required by the Lease Purchase Agreement shall be made from funds budgeted and appropriated for that purpose during the City’s current budget year and other funds lawfully available to the City for such purpose, in accordance with the Lease Purchase Agreement, and as provided by law, and shall not be paid from any other moneys or sources (except to the extent paid from moneys attributable to proceeds from insurance policies, condemnation awards or awards resulting from defaults under certain circumstances).

SECTION 4. Tax Covenants. The City covenants that as long as any of the Rental Payments remain outstanding and unpaid under the Lease Purchase Agreement, it will not make or permit use of the proceeds from the Lease Purchase Agreement which, if such use had been reasonably expected on the date of execution and delivery, would have caused the Rental

Payments to constitute “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department for so long as any of the Rental Payments under the Lease Purchase Agreement remain outstanding and unpaid. The City further covenants to take all such action in its power as may be required from time to time in order to assure the continued exclusion from gross income for the purpose of Federal income taxation of the interest component on the Rental Payments, and to comply with all applicable provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department under the Code.

SECTION 5. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Lease Purchase Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b) (3) of the Code.

SECTION 6. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City’s official newspaper.

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City of Osawatomie, Kansas
2018 Lease Purchase Financing
(Aggregate)

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FIRE TRUCK

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SOFTWARE

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City of Osawatomie, Kansas
 2018 Lease Purchase Financing
 (Aggregate)

Total Issue Sources And Uses

Dated 04/05/2018 | Delivered 04/05/2018

	Fire Truck	Software	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$277,107.76	\$239,334.88	\$516,442.64
Issuer Contribution for Recurring Fees	-	36,232.00	36,232.00
Total Sources	\$277,107.76	\$275,566.88	\$552,674.64
Uses Of Funds			
Costs of Issuance	7,107.76	6,138.88	13,246.64
Deposit to Project Construction Fund	270,000.00	269,428.00	539,428.00
Total Uses	\$277,107.76	\$275,566.88	\$552,674.64

City of Osawatomie, Kansas
2018 Lease Purchase Financing
(Aggregate)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/05/2018	-	-	-	-	-
04/01/2019	36,669.88	3.100%	15,831.83	52,501.71	-
10/01/2019	45,065.24	3.100%	7,436.48	52,501.72	105,003.43
04/01/2020	45,763.76	3.100%	6,737.97	52,501.73	-
10/01/2020	46,473.09	3.100%	6,028.63	52,501.72	105,003.45
04/01/2021	47,193.42	3.100%	5,308.30	52,501.72	-
10/01/2021	47,924.92	3.100%	4,576.80	52,501.72	105,003.44
04/01/2022	48,667.76	3.100%	3,833.96	52,501.72	-
10/01/2022	49,422.11	3.100%	3,079.61	52,501.72	105,003.44
04/01/2023	17,668.97	3.100%	2,313.57	19,982.54	-
10/01/2023	17,942.84	3.100%	2,039.70	19,982.54	39,965.08
04/01/2024	18,220.95	3.100%	1,761.59	19,982.54	-
10/01/2024	18,503.37	3.100%	1,479.16	19,982.53	39,965.07
04/01/2025	18,790.18	3.100%	1,192.36	19,982.54	-
10/01/2025	19,081.43	3.100%	901.11	19,982.54	39,965.08
04/01/2026	19,377.19	3.100%	605.35	19,982.54	-
10/01/2026	19,677.53	3.100%	305.00	19,982.53	39,965.07
Total	\$516,442.64	-	\$63,431.42	\$579,874.06	-

Yield Statistics

Bond Year Dollars	\$2,046.17
Average Life	3.962 Years
Average Coupon	3.1000008%
Net Interest Cost (NIC)	3.1000008%
True Interest Cost (TIC)	3.0938259%
Bond Yield for Arbitrage Purposes	3.0938259%
All Inclusive Cost (AIC)	3.8100086%

IRS Form 8038

Net Interest Cost	3.1000008%
Weighted Average Maturity	3.962 Years

City of Osawatomie, Kansas
2018 Lease Purchase Financing
(Aggregate)

Proof Of Bond Yield @ 3.0938259%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
04/05/2018	-	1.0000000x	-	-
04/01/2019	52,501.71	0.9700960x	50,931.70	50,931.70
10/01/2019	52,501.72	0.9553180x	50,155.84	101,087.54
04/01/2020	52,501.73	0.9407652x	49,391.80	150,479.34
10/01/2020	52,501.72	0.9264341x	48,639.38	199,118.72
04/01/2021	52,501.72	0.9123213x	47,898.44	247,017.16
10/01/2021	52,501.72	0.8984234x	47,168.78	294,185.93
04/01/2022	52,501.72	0.8847373x	46,450.23	340,636.16
10/01/2022	52,501.72	0.8712597x	45,742.63	386,378.80
04/01/2023	19,982.54	0.8579874x	17,144.77	403,523.56
10/01/2023	19,982.54	0.8449172x	16,883.59	420,407.15
04/01/2024	19,982.54	0.8320462x	16,626.40	437,033.55
10/01/2024	19,982.53	0.8193712x	16,373.11	453,406.66
04/01/2025	19,982.54	0.8068894x	16,123.70	469,530.36
10/01/2025	19,982.54	0.7945976x	15,878.08	485,408.44
04/01/2026	19,982.54	0.7824932x	15,636.20	501,044.64
10/01/2026	19,982.53	0.7705731x	15,398.00	516,442.64
Total	\$579,874.06	-	\$516,442.64	-

Derivation Of Target Amount

Par Amount of Bonds	\$516,442.64
Original Issue Proceeds	\$516,442.64

City of Osawatomie, Kansas

2018 Lease Purchase Financing
(Aggregate)

Detail Costs Of Issuance

Dated 04/05/2018 | Delivered 04/05/2018

COSTS OF ISSUANCE DETAIL

Lease Arranger	\$7,746.64
Special Tax Counsel	\$5,000.00
Recording/UCC Filing Misc	\$500.00
TOTAL	\$13,246.64

City of Osawatomie, Kansas
 2018 Lease Purchase Financing
 (Fire Truck Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/05/2018	-	-	-	-	-
04/01/2019	11,487.64	3.100%	8,494.89	19,982.53	-
10/01/2019	15,865.42	3.100%	4,117.11	19,982.53	39,965.06
04/01/2020	16,111.34	3.100%	3,871.20	19,982.54	-
10/01/2020	16,361.06	3.100%	3,621.47	19,982.53	39,965.07
04/01/2021	16,614.66	3.100%	3,367.88	19,982.54	-
10/01/2021	16,872.19	3.100%	3,110.35	19,982.54	39,965.08
04/01/2022	17,133.71	3.100%	2,848.83	19,982.54	-
10/01/2022	17,399.28	3.100%	2,583.26	19,982.54	39,965.08
04/01/2023	17,668.97	3.100%	2,313.57	19,982.54	-
10/01/2023	17,942.84	3.100%	2,039.70	19,982.54	39,965.08
04/01/2024	18,220.95	3.100%	1,761.59	19,982.54	-
10/01/2024	18,503.37	3.100%	1,479.16	19,982.53	39,965.07
04/01/2025	18,790.18	3.100%	1,192.36	19,982.54	-
10/01/2025	19,081.43	3.100%	901.11	19,982.54	39,965.08
04/01/2026	19,377.19	3.100%	605.35	19,982.54	-
10/01/2026	19,677.53	3.100%	305.00	19,982.53	39,965.07
Total	\$277,107.76	-	\$42,612.83	\$319,720.59	-

Yield Statistics

Bond Year Dollars	\$1,374.61
Average Life	4.961 Years
Average Coupon	3.1000010%
Net Interest Cost (NIC)	3.1000010%
True Interest Cost (TIC)	3.0950000%
Bond Yield for Arbitrage Purposes	3.0938259%
All Inclusive Cost (AIC)	3.6743759%

IRS Form 8038

Net Interest Cost	3.1000010%
Weighted Average Maturity	4.961 Years

City of Osawatomie, Kansas
 2018 Lease Purchase Financing
 (Software Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/05/2018	-	-	-	-	-
04/01/2019	25,182.24	3.100%	7,336.94	32,519.18	-
10/01/2019	29,199.82	3.100%	3,319.37	32,519.19	65,038.37
04/01/2020	29,652.42	3.100%	2,866.77	32,519.19	-
10/01/2020	30,112.03	3.100%	2,407.16	32,519.19	65,038.38
04/01/2021	30,578.76	3.100%	1,940.42	32,519.18	-
10/01/2021	31,052.73	3.100%	1,466.45	32,519.18	65,038.36
04/01/2022	31,534.05	3.100%	985.13	32,519.18	-
10/01/2022	32,022.83	3.100%	496.35	32,519.18	65,038.36
Total	\$239,334.88	-	\$20,818.59	\$260,153.47	-

Yield Statistics

Bond Year Dollars	\$671.57
Average Life	2.806 Years
Average Coupon	3.1000002%
Net Interest Cost (NIC)	3.1000002%
True Interest Cost (TIC)	3.0915206%
Bond Yield for Arbitrage Purposes	3.0938259%
All Inclusive Cost (AIC)	4.0739450%

IRS Form 8038

Net Interest Cost	3.1000002%
Weighted Average Maturity	2.806 Years

FINANCING SCENARIO FOR LEASE-PURCHASES

with GKB Estimates

Enterprise Software

Issuance

	Total	City Hall/PW	Police	Court	Costs
Principal	\$ 233,196	\$ 106,344	\$ 89,246	\$ 33,967	\$ 6,139
Years	4.5	4.5	4.5	4.5	4.5
Est. Rate	3.10%	3.10%	3.10%	3.10%	3.10%
Excess Proceeds					
	23,152	23,152			
Payment					
Annual	\$65,038.37	30,129.51	25,285.29	9,623.57	
Avg. Principal	58,299.00	27,007.45	22,665.19	8,626.36	
Avg. Interest	6,739.37	3,122.06	2,620.10	997.21	
Bill Fee/Court Cost		\$ 1.50		\$ 1.50	
Bills/Cases		21,600		800	
New Fee Revenue	\$ 33,600.00	\$ 32,400.00		\$ 1,200.00	
New Sales Tax	33,708.86	-	25,285.29	8,423.57	-
Total	\$ 67,308.86	\$ 32,400.00	\$ 25,285.29	\$ 9,623.57	\$ -
Above/Below	\$ 2,270.49	\$ 2,270.49	\$ -	\$ -	

Fire Truck

	<u>Issuance Costs</u>		<u>Payment</u>	
Principal	\$ 270,000.00	\$ 7,107.76	Annual	\$39,965.08
Years	8.5		Avg. Principal	34,638.47
Rate	3.10%		Avg. Interest	5,326.61

Sales Tax Proposal

0.25%	For Public Safety/Court Equipment & Technology
Current Rate	9.00%
New Rate	9.25%

Tax Base	\$ 30,000,000	<u>Property Tax Option</u>
New Tax Generated	\$ 75,000	3.75 Mill Levy Increase

<u>Annual Fund Uses</u>	2019-2023	2024-2026	2027-2028
Truck	\$ 39,965.08	\$ 39,965.08	\$ -
Software	34,908.86	-	-
More \$ for PD Cars	-	20,000.00	-
Capital Equipment	126.06	15,034.92	35,000.00
Reduce GF Transfer (opt)	-	-	40,000.00
Total	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: March 22, 2018

AGENDA ITEM: **KwiKom Franchise Agreement**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As you might remember, KwiKom made a presentation to the City Council about bringing wireless and fiber to the community. We approved a rental agreement for both towers, but they will need approval to put fiber in the right of way. In order for KwiKom to offer these services, the City will have to enter into an agreement with the provider to allow them to use our right-of-way (ROW) to distribute the services throughout town.

KwiKom provided us with a template franchise agreement which they have used in other communities. We took the provisions of that agreement and amended our current fiber optic agreement with KSFiberNet. This proposed agreement is that draft. We may still have a few changes before the meeting, so we will provide you with an updated version of that agreement. The proposed agreement has also been reviewed by the City Attorney.

COUNCIL ACTION NEEDED: Review and discuss the proposed franchise agreement.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends adopting the proposed Ordinance to authorize the franchise agreement. The few changes from the KSFiberNet agreement represent the partnership the City has with KwiKom to eventually provide a fiber backbone through the community.

ORDINANCE NO. 37__

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, GRANTING TO JMZ COPORATION, DOING BUSINESS AS KWIKOM COMMUNICATIONS, A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

This Franchise Agreement (“Agreement”) is entered into as of March 22, 2018 (“Effective Date”) by and between the City of Osawatomie, a municipal corporation (the “City”), and JMZ CORPORATION, doing business as KwiKom Communications (“JMZ”)JMZ.

RECITALS

A. JMZ owns, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission (hereinafter “KCC”), telecommunications networks serving JMZ’s customers through advanced fiber optic facilities and other wireless carrier customers through fiber-fed facilities. Such facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. JMZ seeks to enter the City of Osawatomie’s (the “City”) public rights-of-way (hereinafter “ROW”), and other real property of the City, to install, maintain and operate a fiber network (the “Network”), so that JMZ and/or its customers (the “Customers”) may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the “Services”).

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process (“Facility” or “Facilities”).

D. Certain systems of JMZ which are specific parts or types of the Facilities may be located on streetlights, stand-alone poles, thirty party utility poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement.

E. JMZ desires to obtain from City as permitted by law, and City is willing to grant JMZ as required by law, the right to access the Public ROW to locate, place, attach, install, operate,

use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

SECTION 1 INSTALLATION OF THE NETWORK

1.1 **Permitted Installation.** JMZ may at JMZ's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. JMZ shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the city and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the city's use of its property. For each installation of Facilities, JMZ shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. JMZ shall, at the written request of the city, attend a planning session regarding an installation proposed by JMZ. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the city shall not release JMZ from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. JMZ shall be responsible for notifying the city and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits as may be necessary. JMZ shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** If requested by the City, at least ten (10) days prior to the installation of the Facilities, JMZ shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of JMZ's authorized by JMZ to access the City ROW and City owned property on JMZ's behalf.

1.1.4 **Coordination of Work.** JMZ shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. JMZ shall be the City's point of contact and all communications shall be through JMZ. JMZ shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have commercially reasonable access to inspect any work conducted by JMZ during the installation, maintenance and/or repairs of the Facilities.

1.1.6 **Other Utility Providers.** When necessary, JMZ shall coordinate with other utility providers for other needed utility services. JMZ and the city will reasonably cooperate with the other utilities providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** JMZ may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the city's police powers, and in no instance shall JMZ erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the city or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Zoning Regulations.** Zoning regulations shall not apply to installations within the City ROW.

1.2.3 **Permits.** JMZ shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City’s ROW or other real property of the City, as required by the Code or State Law at K.S.A. 17-1902(N), as amended.

1.3.3 **Compliance with Permits.** All work within the City’s ROW or other real property of the city shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 **Fee Increases.** If prior to the second anniversary of the date hereof, the city increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then JMZ will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

1.4 **Placement of JMZ Facilities.** JMZ shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.4.1 **Placement of City Facilities.** Should the City decide that it is in its interest to include capacity in addition to the Facilities planned by JMZ during the installation, it will communicate this decision to JMZ in writing prior to the start of any construction and JMZ shall include this additional capacity in its installation. The additional capacity will be defined during the planning process outlined in 1.1.1 and may include, but is not limited to, conduit, handholes, enclosures, and cable lines. The additional capacity shall be determined no later than thirty (30) days prior to the planned start of the installation. The City shall reimburse JMZ for the cost of the additional capacity. The City’s cost will be limited to the actual material and direct labor of the additional facilities only. The additional facilities shall be inspected by the City along with the JMZ Facilities and shall not interfere with the operation and maintenance of JMZ Facilities. The additional facilities shall remain the exclusive property of the City. City may not resell the additional facilities to any third party.

1.5 **New Streetlight Poles and Existing Streetlight Poles.** It is understood that JMZ may build new streetlight poles or other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws (“New Poles”). The Parties agree that in areas where there are existing poles, JMZ will work with the owner of that existing pole to collocate the DAS Facility, but only when the pole owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

1.5.1 **City Use of New Poles.** The Parties understand and agree that the city may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as

such use does not interfere with JMZ's use of its Network or Facilities. JMZ shall reasonably cooperate with the City when using the New Poles.

1.5.2 City-Owned Lights. Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, JMZ shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

1.5.3 Damage to New Poles. If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the city may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the right of such imminent threat or harm to persons or property. JMZ shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (3) days after the City's written notice. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by JMZ; provided, however, that if the new Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that JMZ seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign JMZ any rights the City may have against such third party for such claims.

1.6 Franchise and Permit Fees. JMZ is solely responsible for the payment of all lawful franchise and permit fees in connection with JMZ's performance under this Agreement.

1.6.1 Franchise Fee; Audit. During the term of this Agreement, JMZ agrees to pay the City a franchise fee each month for each JMZ fiber optic Customer who receives services within the City limits of Osawatomie, Kansas (no franchise fee is due when the point of service is outside the City limits of Osawatomie, Kansas; mailing address alone does not determine City residency); during the first year the franchise fee is \$1.50 (*one dollar and fifty cents*), and during the second year and each year thereafter the franchise fee is \$2.50 (*two dollars and fifty cents*). The franchise fee will be based on who is shown on JMZ books as a City resident fiber optic Customer on the last day of each calendar month, with no pro-rate for a partial month Customer or adjustment for uncollectable accounts, and shall be paid to the City at least quarterly, by the 15th day of the second month of each calendar quarter thereafter. Any payment not timely paid shall accrue interest at ten percent (10%) per annum until paid. JMZ agrees to keep accurate books for the purpose of determining the franchise fee, and no more than once per year, the City may, at the cost of the City and during regular business hours on thirty (30) days notice, inspect JMZ's books relative to calculation of the franchise fees, but only to the extent necessary to confirm the accuracy of payments due. The City agrees to hold in confidence any non-public information it learns from JMZ to the fullest extent permitted by Law.

1.6.2 **DAS Facility Permit Fee.** A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City, in addition to the installation of the initial facility, shall be paid to the City by JMZ. JMZ shall pay the DAS Facility Permit Fee for the second and subsequent facilities the 15th day following the month after each DAS Facility is installed within the public ROW.

1.7 **Access to the Facilities..** JMZ will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, JMZ shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services. JMZ shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 **Term.** This Franchise Agreement shall be effective for an initial term of five (5) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if JMZ does not request termination and is operating hereunder and is not in default of its obligations hereunder, then this franchise shall not be terminated and shall continue to the end of the current term as provided herein. The additional term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment. Under no circumstances shall this franchise ordinance exceed twenty (20) years from the effective date of the franchise ordinance. At the conclusion of the twenty (20) year period the parties hereto agree to negotiate a new franchise in good faith in the event JMZ is still providing services hereunder.

2.1.1 **90 Day Remedy Period.** If the Agreement is breached by JMZ, then-the provisions of Section 8 (Default) shall govern the parties hereto.

2.2 **Termination of Use.** Notwithstanding Section 2.1 above, JMZ may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, JMZ payment obligations to the City shall terminate simultaneously with the termination of use; provided JMZ removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

SECTION 3 REMOVAL AND RELOCATION

3.1 **Removal due to Public Project.** Upon receipt of a written demand from the City pursuant to this Section 3, JMZ, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by JMZ under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with JMZ in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows JMZ to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 **Removal Due to Termination.** No later than one-hundred and eighty (180) days after termination of this Agreement pursuant to the provisions of this Agreement, JMZ shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including City ROW, City facilities added under Section 1.4.1, or City real property), restore each Facility and its adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by JMZ to the Facility or adjacent property, or as otherwise required by the City. For New Poles, JMZ shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, JMZ shall abandon the Network, or any part thereof, in place and convey it to the City if either the City or JMZ elects to do so.

3.3 **Abandonment.** In the event JMZ ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, JMZ shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including City ROW, City facilities added under Section 1.4.1 or City real property), JMZ shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by JMZ to the Facility or adjacent property. Alternatively, the

City may allow JMZ, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 **No Relocation Compensation.** The parties understand and agree that neither the City nor JMZ are entitled to compensation for any relocation of its Network that may be required under Section 3.1 JMZ is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4 MAINTENANCE AND REPAIR

4.1 **Electricity Use.** JMZ shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** JMZ shall, at JMZ's sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, JMZ shall, at JMZ's sole cost and expense, replace the irreparable part of the Network. JMZ shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives JMZ written notice of a failure by JMZ to maintain the Facilities, JMZ shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** JMZ shall cooperate with the City on all issues of aesthetics and appearance. JMZ shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of systems must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** JMZ shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by JMZ's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. JMZ shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. JMZ's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by JMZ to the City.

4.5 **Bond.** JMZ shall provide a bond in the amount of \$100,000.00 during the construction of the Network to represent the estimated cost of JMZ's construction obligations under Sections 3 and 4 of this Agreement, which the City may require JMZ to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of JMZ's obligations under Sections 3 and 4.

SECTION 5 TAXES

5.1 **Taxes.** JMZ agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and JMZ recognizes and understands, that JMZ's use of the City's ROW, the New Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that JMZ may be subject to, and responsible for, the payment of real property taxes levied on such interest. JMZ will cooperate with the County Assessor in providing any information necessary for the Assessor to make a property tax determination. JMZ reserves the right to challenge any such assessment, and the City agrees to cooperate with JMZ in connection with any such challenge.

SECTION 6 INDEMNIFICATION

6.1 **Indemnity.** JMZ shall indemnify, defend, and hold harmless the City, its council members, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by JMZ pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its council members, officers, employees, agents or contractors or any third party. The City shall promptly notify JMZ of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** JMZ waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the negligence or willful misconduct

of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

6.4 **Limitation of JMZ's Liability.** In no event shall JMZ be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** JMZ shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** JMZ shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by JMZ. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combine single-limit per accident for bodily injury and property damage covering any vehicle utilized by JMZ in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductible and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if JMZ's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the JMZ's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, the JMZ's deductible shall not exceed \$100,000

for Comprehensive General Liability Insurance, \$100,000 Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) JMZ's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of JMZ's insurance and shall not contribute with it.

(3) Any failure of JMZ to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) JMZ's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by JMZ in the City's ROW.

(iii) **All Coverages.** Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, JMZ shall within two (2) business days of notice from the Insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

(d) **Acceptance of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** JMZ shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event JMZ hires any subcontractors, independent contractors or agents (“Secondary Parties”) to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, JMZ shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 8 DEFAULT

8.1 Default.

8.1.1 **Defined.** A “Default” shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way; or (ii) if JMZ’s licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to JMZ’s rights to just compensation, if any, for any taking of a protected property right.

8.3 **No waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

8.4 **Interest.** If JMZ fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 9 INTERFERENCE

9.1 **Non-Interference with Non-Public Safety Communications Systems.** JMZ shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications JMZ may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** JMZ's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, JMZ shall, upon receipt of written notice thereof from City, immediately commences commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by JMZ to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than ninety (90) days, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of JMZ's Customer(s) remains the responsibility of JMZ. If the interference is an emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 **Nonexclusive Use.** JMZ acknowledges that this Agreement does not provide JMZ with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities. The parties hereto specifically agree that all such franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature.

10.2 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City:	City of Osawatomie 439 Main Street Osawatomie, KS 66064 Attention: Don Cawby, City Manager
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JMZ: JMZ Corporation, dba KwiKom Communications
ATTEN: Zachery Peres, Vice President
800 W Miller Rd, Iola, Kansas 66749
Phone: 1-620-365-7782 x100
E-mail: zperes@kwikom.com
with a copy to Kurt F. Kluin
Attorney at Law
P.O. Box G, Chanute, Kansas 66720
Phone: 1-620-431-1601
E-mail: kurtk@kluinlaw.com

Such notice shall be deemed made when given on the date of the E-mail. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 **Sublease/Assignment.** If JMZ assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of JMZ, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) JMZ will provide notice of a transfer within a reasonable time.

10.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

10.5 **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 **Severability.** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.7 **Governing Law.** This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Miami County, Kansas.

10.8 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this agreement.

10.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.10 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.11 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.12 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.13 No Warranty by the City. The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.14 Agreement Applicable Only to the Facilities. This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.15 No Abrogation of Legal Responsibilities. The City's execution of this Agreement shall not abrogate, in any way, JMZ's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.16 Contractual Interpretation. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.17 Effective Date of Ordinance. This Ordinance shall be effective upon its final passage and publication as required by law.

ADOPTED AND PASSED by the Governing body of the city of Osawatomie, Kansas, this 22nd day of March, 2018.

CITY OF OSAWATOMIE, KANSAS

By: _____
L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

JMZ CORPORATION, doing business as
KwiKom Communications

By: _____
Zachery Peres, Vice President

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: March 22, 2018

AGENDA ITEM: **Water Conservation Plan**

PRESENTER: Stewart Kasper, Chief Water/Power Plant Operator

ISSUE SUMMARY: The cities water conservation plan was last adopted in 1995. KDOA recommends that we review and update the water conservation plan every year and update the plan every few years. We have updated our plan, to reflect the resolution drafted by the Marais des Cygnes River Water Assurance District (MRWAD). This plan has been adapted from a template resolution provided by KRWA to fit our needs and provide the appropriate plan. This proposed plan is the awaiting final approval from the State of Kansas Division of Water Resources and the Kansas Water Office.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL:

1. Approve a motion to adopt the proposed ordinance which implements a water conservation program for the City of Osawatomie.
2. Approve a second motion to pass the proposed resolution which adopts by reference the “Municipal Water Conservation Plan for the City of Osawatomie” as presented.

ORDINANCE NO. 37__

AN ORDINANCE AUTHORIZING A PROGRESSIVE WATER SUPPLY CONSERVATION PROGRAM WITHIN THE CITY OF OSAWATOMIE; ESTABLISHING STAGES OF WATER CONSERVATION MEASURES FOR THE CITY; ESTABLISHING PROCEDURES FOR IMPLEMENTING VOLUNTARY AND MANDATORY CONSERVATION MEASURES; AUTHORIZING THE ISSUANCE OF ADMINISTRATIVE REGULATIONS; AND PRESCRIBING CERTAIN PENALTIES.

WHEREAS, the Governing Body of the City of Osawatomie recognizes the need for a Municipal Water Conservation Plan so that the City can openly and formally establish priorities for water usage and reasonable conservation methods when the City or region is facing abnormal periods of drought; and

WHEREAS, the City of Osawatomie recognizes the need to provide for a progressive water supply conservation program, including the declaration depending on the severity of a water shortage or drought, including three different levels of severity for conservation methods—a water supply watch, a water warning or a water emergency; and

WHEREAS, the City seeks to provide the ability to enforce the plan by formalizing violations of conservation measures as public offenses within the corporate limits of the City of Osawatomie, Kansas.

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

SECTION ONE: Article Six of Chapter Fifteen of the Municipal Code of the City of Osawatomie is hereby amended to read as follows:

15-601. Purpose.

The purpose of this ordinance is to provide for a progressive water supply conservation program, including the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared by the governing body of the City.

15-602. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Water- means water available to the City of Osawatomie for treatment by virtue of the City's water rights, water supply, water supply contracts or any treated water introduced by the City into its water distribution system, including water offered for sale at any coin-operated site.

Customer- means the customer of record using water for any purpose from the City's water distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.

Waste of water- means permitting water to escape down a, street, roadway or other surface intended for vehicle driving purposes, and / or any gutter, ditch, or other surface drain; or failure to repair a controllable leak of water due to defective plumbing.

Class 1 water- means water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

Class 2 water- means water used for any commercial, agricultural or industrial purposes, except water actually necessary to maintain the health and personal hygiene of bona fide employees of such businesses or interests while such employees are engaged in the performance of their duties at their place of employment.

Class 3 water- means domestic water usage, other than that which would be included in either classes 1 or 2.

15-603. Declaration of water supply conditions.

In the event that the governing body of the City or the City's designated official determines that the City's water supply may be in subject to a shortage in supply, or the governing body of the City determines there is need for conservation of City's water resources for any reason, or the city's water conservation plan indicates that action should be taken, the City may begin the processes outlined in the City's water conservation plan, which by taking one of the following actions:

- (a) Stage 1: Declaration of Water Watch. Whenever the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, it shall be empowered to declare, by a public declaration, that a water watch exists and that it shall take steps to inform the public and ask for voluntary reductions in water use. Such a watch shall be deemed to continue until it is declared by the City to have ended.
- (b) Stage 2: Declaration of Water Warning. Whenever the governing body of the City finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare by resolution that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such a warning shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the beginning and ending of the water warning shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the

Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the recommended restrictions on nonessential uses may be extended to private wells within the City limits.

- (c) Stage 3: Declaration of Water Emergency. Whenever the governing body of the City finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the mandatory restrictions on water use may be extended to private wells within the City limits.

15-604 Voluntary Conservation Measures.

Upon the declaration of a water watch or water warning as provided in this article, the city manager is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- (a) Class 1 uses of water.
- (b) Waste of water.

15-605 Mandatory Conservation Measures.

Upon the declaration of a water supply emergency as provided in this article, the city manager is also authorized to implement certain mandatory water conservation measures in accordance with the City's water conservation plan, including, but not limited to, the following measures:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the emergency;
- (b) Restrictions on the uses of water in one or more classes of water use as described in this article, wholly or in part;
- (c) Restrictions on the sales of water at coin-operated facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (e) Complete or partial bans on the waste of water; and

- (f) Any combination of the measures in this sections as the governing body or the City Manager may deem appropriate or necessary.

15-606 Emergency Water Rates.

Upon the declaration of a water supply emergency as provided in this article, the governing body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates);
- (b) Uniform charges for water usage per unit of use (uniform unit rate); or
- (c) Extra charges in excess of a specified level of water use (excess demand surcharge).

15-607. Regulations.

During the effective period of any water supply emergency as provided for in this article, the city manager is empowered to promulgate such regulations as may be necessary to carry out the provisions of this ordinance, the City's water conservation plan, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the governing body at its next regular or special meeting.

15-608. Violations, Disconnections and Penalties.

- (a) If the city manager or other authorized city official charged with implementation and enforcement of this ordinance or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to this article, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and/ or any other person known to the City to be responsible for the violation and / or the correction of said violation shall be provided with either actual or mailed notice. Said notice shall describe the violation(s) and order that the noted violation(s) be corrected, cured or abated immediately or within such specified time as the City determines is reasonable for such correction, cure or abatement under the circumstances. In the event the order is not cured within the time period given in the notice, the City may terminate water service to the customer subject to the following procedures:
 - (1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation(s) and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City governing body or a city official designated as a hearing officer by the City governing body; and
 - (2) If such a hearing is requested by the customer charged with the violation, the customer shall be given a full opportunity to be heard by the City governing body

or the city official designated as a hearing officer by the City governing body before termination is ordered; and

- (3) The City governing body or the city official designated as a hearing officer by the City governing body shall make findings of fact and order whether service should continue or be terminated.
- (b) A fee of fifty dollars (\$50.00) shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be two hundred dollars (\$200.00) for the second reconnection and three hundred (\$300.00) for any subsequent additional reconnections within a one year period.
- (c) Violations of this ordinance shall be a municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal court of violating the provisions of this ordinance shall be guilty of a municipal offense. Each calendar day in which a violation is observed shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of one hundred dollars (\$100.00). In addition, such customer may be required by the Court to serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed thirty (30) days. The penalty for a second or subsequent conviction shall be a mandatory fine of two hundred (\$200.00). In addition, such customer shall serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed thirty (30) days.

15-609. Emergency Termination.

Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public or for any other emergency as required or authorized by ordinance or as deemed necessity of the City by such city official or the governing body of the City.

15-610. Adoption of Municipal Water Conservation Plan.

The City shall adopt, by resolution, the "Municipal Water Conservation Plan for the City of Osawatomie." The plan shall include goals for water conservation, procedures for drought response to implement the provisions of this article, and shall include provisions for reviewing, monitoring and evaluating the plan. A copy of said Municipal Water Conservation Plan shall be marked or stamped "Official Copy" and maintained in the office of the City Clerk. The plan shall be open to inspection and available to the public at all reasonable hours.

SECTION TWO: SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

SECTION THREE: EXISTING SECTION OF CODE REPEALED. Article Six of Chapter Fifteen of the Municipal Code of the City of Osawatomie as adopted prior to the passage of this Ordinance is hereby repealed.

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

ADOPTED AND APPROVED by the Governing Body this 22nd day of March, 2018.

(SEAL)

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk

DRAFT

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
AUTHORIZING MUNICIPAL WATER CONSERVATION
PLAN FOR THE CITY OF OSAWATOMIE.

WHEREAS, the Governing Body wishes to formally adopt a water conservation plan for the City of Osawatomie in order to increase sustainability and to plan for and respond to water supply emergencies; and

WHEREAS, the Governing Body wishes to repeal and replace any such plans adopted prior to the Municipal Water Conservation Plan for the City of Osawatomie, dated March 22, 2018 and an subsequent amendments thereto.

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

SECTION ONE: The Governing Body amends any existing water conservation plans for the City of Osawatomie by eliminating them in their entirety.

SECTION TWO: The Governing Body hereby adopts the “Municipal Water Conservation Plan for the City of Osawatomie” attached hereto as Exhibit A.

SECTION THREE: 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 22nd day of December, 2018, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

EXHIBIT A



**Municipal Water
Conservation Plan
for the
City of Osawatomie**

Municipal Water Conservation Plan for the City of Osawatomie

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INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Osawatomie are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Osawatomie has undertaken a number of steps to ensure a dependable water supply for our customers during the past 77 years. The water supply for our City is obtained from the Marais Des Cygnes River. Treated water storage facilities consist of two elevated storage tanks, a 500,000 gallon and a 125,000 gallon tank. Our City water supply and distribution system have ample capacity to meet current customer demands and future projected demands for several years, except during drought periods. The City of Osawatomie believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

DRAFT

LONG-TERM WATER USE EFFICIENCY

WATER USE CONSERVATION GOALS

The City of Osawatomie used 127 gallons per person per day (GPCD) in 2014. This GPCD figure included:

Water sold to residential/commercial customers;
Water distributed for free public services (parks, cemeteries, swimming pools etc.); and
Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2014 Kansas Municipal Water Use Publication, our City is located in Region 8. From this publication it was determined that our City GPCD water use was 127, which was 46 percent above the regional average of 87 GPCD among cities in Region 8 during 2014, likely due to the inclusion of Osawatomie State Hospital in the calculation. The City desires to set a water use conservation goal for usage not to exceed 114 GPCD based on the regional average of the last five years (2010-2014). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

WATER CONSERVATION PRACTICES

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. The City has also issued water tips through social media to help customers become aware of conservation measures they can utilize.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented
2. Water bills will show the amount of water used in gallons during this billing period and the number of gallons used last year during the same billing period.	Implement in 2019 with new utility billing software
3. Water conservation tips will be provided on social media during the summer months.	Implemented
4. Make available information on water conserving landscape practices through social media.	Implemented

Management

The City of Osawatomie has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read once a day.

Water meters were installed for all residential/commercial customers by 1965. Customer meters are scheduled for an accuracy check and possible repair or replacement upon receiving a request to do so from the customer.

The City of Osawatomie reads each customer’s water meter and mails a monthly water bill to each customer every month. Customer water meters are generally read approximately the 3rd Week of the month; however, the meter reader sometimes deviates from the scheduled time period.

Water leaks from the City public water distribution system are repaired when customers report significant leaks from the water mains or are located by City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water rate structure for the City was passed on December 28, 2017. The minimum monthly water bill is \$11.00 for residential customers, with no usage. Water use is calculated at a flat rate of \$0.49 per 100 gallons. Commercial water rates mirror residential rates, except that the price per 100 gallons falls to \$0.40 once 75,000 gallons of usage is reached. The sewer rate for all residential and commercial customers is \$28.25 per housing unit and \$0.29 per 100 gallons thereafter.

The City of Osawatomie realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. For that reason, the City of Osawatomie has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Implemented
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
3. Meters will be installed at all residential service connections and at all other service connections whose annual water use may exceed 300,000 gallons, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	Implemented
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, per industry standards (such as AWWA standards), if they are one inch or less. Meters between one inch and six inches will be tested for accuracy at least once every five years and meters six inches and above will be tested on at least an annual basis. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
5. All meters for source water will be read at least on a monthly basis and meters at individual service connections will be read at least once every two months.	Implemented
6. A reading will be taken at each source water meter at the same time that meters for individual service connections are read.	Implemented
7. A water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total source water for a four month time period.	Implemented
8. Water sales will be based on the amount of water used.	Implemented
9. A water rate structure designed to curb excessive use of water will be evaluated.	Implemented

Regulation

The City of Osawatomie does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought Response section of this plan and water drought/emergency ordinance where they constitute the primary means for conserving water during a supply shortage.

Osawatomie does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to

require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

Regulation Actions to be Taken	Target Date
1. All new or renovated construction will install toilets that use 1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less.	Implemented
2. Adopt a landscape water conservation ordinance.	Implemented

DRAFT

DROUGHT RESPONSE

The City of Osawatomie addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

STAGE 1: WATER WATCH

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Triggers

This stage is triggered by any one of the following conditions: Triggers will be discussed with MRWAD #2 to unify all utilities using Marais des Cygnes.

1. Declaration of drought condition by the Governor.
2. Demand for one day is in excess of 1 million gallons per day for 3 consecutive days.
3. Implementation of the following Methodology for Stage 1 Water Watch.
 - a. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Temperature Probability* is for above-normal temperatures.
 - b. The National Weather Service, Climate Prediction Center, forecast *The Three-Month Outlook Precipitation Probability* is for below-normal precipitation.
 - c. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona lakes have fallen below 70% during a three-month period of record.
 - d. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 90% during a three-month period of record.

Education Actions

1. The City will make occasional news releases to the local media and on social media describing present conditions and indicating the water supply outlook for the upcoming season.

2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included on social media and links will be provided on billings to water utility customers.

Management Actions

1. Leaks will be repaired within 48 hours of detection.
2. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

STAGE 2: WATER WARNING

Goals

The goals of this stage are to reduce peak demands by 20 percent and to reduce overall weekly consumption by 10 percent.

Triggers

This stage is triggered by any one of the following conditions:

1. Demand for one day is in excess of 1.25 million gallons per day;
2. Declaration of drought condition by the Governor.
3. Implementation of the following Methodology for Stage 2 Water Warning.
 - a. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Temperature Probability*, is for above-normal temperatures for two consecutive three-month periods,
 - b. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Precipitation Probability*, is for below-normal precipitation for two consecutive three-month periods,
 - c. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 50% during a three-month period of record.

- d. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 70% during a three-month period of record.

Requirements for Termination of Stage 2 Water Warning:

Stage 2 shall terminate when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Education Actions

1. The City will make weekly news releases to the local media and on social media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper and shared on social media.
4. Links to online water-saving tips will be included in billings to water utility customers.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.
4. Reserve supplies, such as standby well fields or lakes, will be prepared for use.
5. Intakes will be adapted to operate with low flows.
6. The City will contact DWR for permission to require private well owners to comply with the City's drought response regulations as authorized under K.S.A. 82a-733(i).

Regulation Actions

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.

2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses supplied from public water supplies, will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Outdoor watering will be restricted to use of a hand-held hose or bucket only.
6. Excess water use charges for usage of water over the amount used in the winter will be considered.
7. School will restrict watering baseball, football and soccer fields.
8. Waste of water will be prohibited.

STAGE 3: WATER EMERGENCY

Goals

The goals of this stage are to reduce peak demands by 50 percent and to reduce overall weekly consumption by 25 percent.

Triggers:

This stage is triggered by any one of the following conditions:

1. Advice from the Kansas Water Office.
2. Declaration of drought condition by the governor.
3. Implementation of the following Methodology for Stage 3 Water Emergency
 - a. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Temperature Probability*, is for above-normal temperatures for two consecutive three-month periods,
 - b. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Precipitation Probability*, is for below-normal precipitation for two consecutive three-month periods,
 - e. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 30% during a three-month period of record.
 - f. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 50% during a three-month period of record.

Requirements for Termination of Stage 3 Water Emergency

Stage 3 shall be terminated when all of the conditions listed as triggering events have ceased to exist or a period of five (5) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Education Actions

1. The City will make daily news releases to the local media and social media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired immediately or within reason upon detection.
3. The City will seek additional emergency supplies from other users, the state or the federal government.

Regulation Actions

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

PLAN REVISION, MONITORING & EVALUATION

The City of Osawatomie will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible.

The City of Osawatomie Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the DWR which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.

DRAFT

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: March 22, 2018

AGENDA ITEM: Appointment of KMEA Directors - Position #2 and Alternate

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: According to section 5.1 and 5.7 article V of KMEA's Bylaws (see attached), each KMEA member city is required to have two Directors and one Alternate on its Board of Director. Each Director should be appointed by the City Council and will serve for a two year term. Currently we need to reappoint a Director and an Alternate.

Currently the appointments are as follows:

Director # 1: Don Cawby 4/30/2019

Director #2: Stewart Kasper 4/30/2018

Alternate: Mark Govea 4/30/2018

KMEA asks that Directors be able to attend KMEA's Board of Directors Meetings in the month of May and November.

COUNCIL ACTION NEEDED: Discuss and make appointments for the Director #2 and Alternate positions.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends that the Director #2 position continued to be filled by our Chief Power Plant operator, Stewart Kasper. Stewart attends the meetings and he has already demonstrated an ability to understand these complex issues and make reasoned evaluations of issues. Staff recommends that either the Mayor, Councilman Hampson or Public Works and Utilities Director serve as the alternate.

ARTICLE IV

CORPORATE POWERS

Section 4.1. Except as may be specifically reserved to the Members in the Agreement or under the Act, all corporate powers of the Agency shall be vested in the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as "Director-1" and "Director-2".

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall reside within the territory served by the electric utility of the selecting Member and meet all other requirements of the Act and the Agreement. Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this *Article V*.

Section 5.2. Voting Powers. Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in *Article XII* hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as is set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under *Section 5.5* of these Bylaws.

Section 5.7. Alternates. Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member's behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.

ARTICLE VI

GENERAL MANAGER

Section 6.1. The Board of Directors shall select and appoint a General Manager for the Agency, who shall have charge of the business of the Agency under the general control, supervision and direction of the Board of Directors. No person shall concurrently be a Director and General Manager. Subject to the supervision of the Board of Directors and the Executive Committee, the General Manager shall: (a) employ, supervise, and dismiss all agents and employees of the Agency and fix their compensation; (b) conduct the day-to day business affairs of the Agency, including without limitation, entering into agreements relating to or implementing programs or special projects which have been approved by the Board of Directors or the Executive Committee; (c) maintain records and accounts in such a manner that the true and correct condition of the business may be ascertained therefrom at anytime; (d) furnish the Board of Directors a current statement of the business and affairs of the Agency at each scheduled meeting of the Board of Directors and at the end of each fiscal year and at such other times as the Board of Directors may direct; (e) carefully preserve and turn over to any successor all books, records, documents, and

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: March 22, 2018

AGENDA ITEM: Purchase of Vacuum Excavation Trailer

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: This year's CIP allocates \$40,000 (split between the water and sanitary sewer funds) for the purchase of a vacuum excavation trailer. Early in February, the City contacted the local Ditch Witch and Vermeer dealers and requested quotes for the best unit priced at or below that amount. The quotes received are included for your review. The following table summarizes the notable aspects for each quoted unit:

Aspect	Dealership, Unit	
	Ditch Witch, FX25	Vermeer, Vac-Tron CV 573SGT
Cost	\$39,995	\$40,000
Engine	31HP Briggs & Stratton	37HP Kohler
Debris Tank Capacity	500 gallons	500 gallons
Vacuum Air Flow	543 cfm	1000 cfm
Suction Hose	50-foot length by 3-inch diameter	30-foot length by 4-inch diameter
Water Tank Capacity	80 gallons	200 gallons
Water Pump Pressure	3,000 psi	3,500 psi
Warranty	1 year parts, 1 year labor	2 years parts, 1 year labor

COUNCIL ACTION NEEDED: Review, discuss, and determine whether to approve the purchase, and if so, which unit should be purchased.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the purchase of the Vac-Tron CV 573SGT from Vermeer for \$40,000. This unit has a greater air flow and water pump pressure which increases the rate of excavation, a larger diameter suction hose which allows for the passage of larger debris, and a larger water tank capacity which reduces the frequency of water tank refill.



573 GT
CYCLONIC SEPARATION
FILTRATION

COMPETITIVE
VAC



CV SERIES: COMPETITIVE VAC

This series offers the performance you have come to expect from Vac-Tron Equipment while keeping the cost of operation to a minimum.

LOW PROFILE
TRAILER



WWW.VACTRON.COM

1-888-VAC-TRON

822-8766

CV 570/870/1270 GT MODELS:

27HP Kohler EFI gas engine
 580cfm @ 14Hg
 Wet/dry filtration with cyclonic separation
 500, 800, or 1200-gallon debris tank
 7 Series Hydraulic Rear Claw Door
 Auto engage safety latch (rear door)
 200 - 300-gallon water capacities
 3500psi @ 4gpm
 Water knife and clean-up wand
 30' x 3" vacuum hose
 Optional Reverse Pressure
 GVWR: 9,995lbs (4,534kg) (570 Model)
 GVWR: 14,000lbs (6,350kg) (870 Model)
 GVWR: 24,000lbs (10,886.2kg) (1270 Model)

CV 570/870/1270 SGT HIGH CFM MODELS:

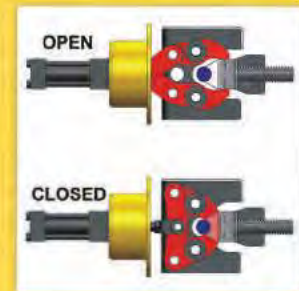
37HP Kohler gas engine
 1000cfm @ 15Hg
 Wet/dry filtration with cyclonic separation
 500, 800, or 1200-gallon debris tank
 7 Series Hydraulic Rear Claw Door
 Auto engage safety latch (rear door)
 200 - 300-gallon water capacities
 3500psi @ 4gpm
 Water knife and clean-up wand
 30' x 4" vacuum hose
 Optional Reverse Pressure
 GVWR: 9,995lbs (4,534kg) (570 Model)
 GVWR: 14,000lbs (6,350kg) (870 Model)
 GVWR: 24,000lbs (10,886.2kg) (1270 Model)

**LOW PROFILE TRAILER:**

Our low profile trailer keeps the components of the unit easily accessible while making the unit safe to tow.

7 SERIES HYDRAULIC CLAW DOOR:

No fuss, over center hydraulic locking mechanism for positive lock and unlock.

**CYCLONIC SEPARATION FILTRATION:**

Cyclonic filtration separator combined with a secondary filter to clean the air down to 2 microns.

Vac-Tron Equipment, LLC, reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice. Shown is for illustrative purposes only, and may include optional accessories or components. Please contact your local Vac-Tron dealer for more information on machine specifications. Vac-Tron and the Vac-Tron logo are trademarks of Vac-Tron Equipment.

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 1-888-VAC-TRON



An Employee Owned Company

Olathe, KS (913) 782-3655 Goddard, KS (316) 794-3500 Brookline, MO (417) 886-3500 Oklahoma City, OK (405) 478-2900 Catoosa, OK (918) 266-3300

Ship To: SAME AS BELOW

Invoice To: CITY OF OSAWATOMIE
PO BOX 37
OSAWATOMIE KS 66064

Branch 01 - OLATHE		
Date 02/12/2018	Time 13:04:24 (O)	Page 1
Account No. OSAWA001	Phone No. 9137552146	Estimate No. 001205
Ship Via	Purchase Order QUOTE	
Tax ID No. KSNDPF14LG	20201001	
Salesperson MATTHEW REHEIS		MR1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/14/2018 Amount

Stock #: E005077 Serial #: 171509 38950.00

New 2017 VA CV573SGT
New 2017 VACTRON CV573SGT CV SERIES VAC TRAILER
37 HP Kohler gas engine
1,000 CFM Vacuum Pump (HIGH CFM UNIT)
500 Gallon Debris Tank with Hydraulic Tilt
3,500 PSI @ 4 GPM - High Pressure Water System
(2) 100 Gallon Water Tanks
Empty weight of unit with trailer 5,675 lbs
30' x 4" Suction Hose and Suction Tool
Hydraulically operated full open and locking rear door
Water Knife and Clean-up wand
Tandem Axle Trailer (9,995 GVWR)
-17361 MAKES UNIT CV573
****INCLUDING THE FOLLOWING OPTIONS****
CV570SGT CV SERIES VAC TRAILER
17300 AIR GAP (TO FILL WATER TANK FROM HYDRANT-2.5")
17361 Pressurized tank option for off-loading liquid
VT-16LP TRAILER S/N 5HZBF1627HLKH1439

Miscellaneous Charges/Credits
=====

DEALER FRT / PREP Qty: 1 Price: 1050.00 1050.00

Subtotal: 40000.00
Quote Total: 40000.00

Authorization: _____
TAX EXEMPT FORM MUST BE PRODUCED BEFORE BILLING.
THANK YOU FOR THIS OPPORTUNITY.
PLEASE CONTACT ME WITH ANY QUESTIONS.
MATTHEW REHEIS 913.832.6151
MATTHEWR@VERMEERG.P.COM

THE MOST PRODUCTIVE VACUUM EXCAVATOR LINE IN THE INDUSTRY.

Versatile and powerful Ditch Witch® trailer-mounted vacuum excavators are designed for an extensive range of cleanup and soft excavation tasks. They are engineered from the ground up as a trailer vac system, ensuring superior functionality. And because operator safety and efficiency are the main priorities when building our vacs, they are designed with all controls, accessible from a curbside operator's station.

All Ditch Witch vacuum excavators are construction-grade, built with heavy-duty components that can withstand the demands of many types of jobsites and applications. And they can be customized with your choice of tank sizes and numerous other options such as reverse flow, water heaters, and wireless hydraulic booms.

Our trailer-mounted vacuum excavator family includes a specialty machine, the MV800, which is designed specifically for handling mud from horizontal directional drill applications.



COMMON APPLICATIONS

CLEANUP OF NON-HAZARDOUS, NON-FLAMMABLE FLUIDS AND SPILLS IN AND AROUND:

- Jobsites
- Manholes
- Catch basins
- Meter boxes
- Storm drains
- Cellars
- Conduit and pipe
- Vehicle wash pits
- Gutters
- Directional drills
- Trenches
- Utility/water/sewage lines
- Utility boxes/vaults
- Refinery tank and storage facilities
- Culverts

SOFT EXCAVATION CAPABILITIES

- Digging postholes
- Potholing
- Slot trenching
- Setting utility boxes and valves
- Street repair
- Keyholing

OTHER USES

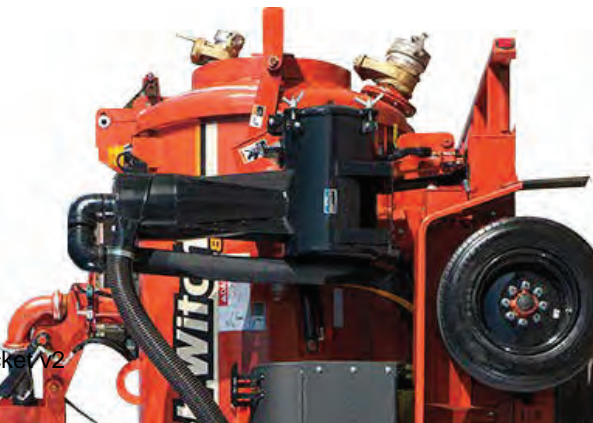
- Non-hazardous wastewater cleanup
- Salt and sand removal
- Industrial machine cleaning
- Post-emergency restoration
- Mulch and gravel removal
- Tree stump shaving removal



OPTIONAL FEATURES

OPTIONAL FEATURES

CYCLONIC FILTER



- Industry-leading triple filtration system
- Prevents dry materials from flowing downstream into mesh filter
- Increases system productivity and minimizes frequency of cleaning filter



REVERSE FLOW

- Simplifies the removal of spoils
- Offloads spoils to a remote location
- Improves overall productivity



WATER HEATER

- Keeps water system from freezing in inclement weather
- Increases wintertime productivity
- Increases production in tight soils
- 340,000 BTU



TANK CAPACITIES

FX20

- 150-gal (568-L) spoils tank
- 80-gal (303-L) freshwater tank

FX25

- 500-gal (1893-L) spoils tank
- 80-gal (303-L) or 757-L freshwater tank

FX30

- 500- or 800-gallon (1893- or 3028-L) spoils tank
- 80-, 200- or 300-gallon (303-, 757- or 1136-L) freshwater tank

FX50/FX65

- 500-, 800- or 1,200-gallon (1893-, 3028 or 4542-L) spoils tank
- 200-, 300- or 500-gallon (757-, 113 or 1893-L) freshwater tank

MV800

- 800-gal (3028-L) spoils tank
- 100-gal (378-L) freshwater tank



WIRELESS HYDRAULIC BOOM

- Saves labor, time and reduces operator fatigue
- Rotates 270 degrees and extends to 14 ft (4.3 m)
- Wireless remote operation
 - Controls tank functions; open/closes door, raises/lowers tank



FX25 VACUUM EXCAVATOR

For all kinds of cleanup jobs, the Ditch Witch® **FX25** is the economical solution you've been looking for. This low-maintenance, low-profile unit can operate in tight jobsites, taking care of spills and unwanted fluids with exceptional suction power. It also takes care of essential soft excavation tasks—like potholing—with a high-pressure water system. Whatever the job demands, the FX25 demands only one person to do it all.

**YOUR ALL-PURPOSE
WORKHORSE.**



1 Standard hydraulic door opens fully horizontal to maximize spoils removal efficiency.

2 Standard 500-gallon (1893-L) spoils tank and choice of 80- or 200-gallon (303- or 757-L) water tanks for a wide range of cleanup jobs.

3 Reusable, 2-micron vacuum filter and a blower relief valve air filter provide the industry's best filtration.

4 Easy-access hose and tooling storage rack are designed to improve convenience and safety.

5 Trailer meets federal regulations (FMVSS) and comes standard with toolbox storage in tongue.

6 High-pressure water system with a 4-gpm (15.1-l/min), 3,000-psi (207-bar) water pump is adjustable from curbside operator's station; autoclutching feature disengages water pump when water not in use, allowing full system power for suction.

7 Reliable 31-hp (23.1-kW) Briggs & Stratton® Vanguard™ gas engine with high-capacity, remote air filter.

8 Optional reverse-flow feature to offload spoils quickly and easily.

9 Hydraulically controlled, dual-cylinder tank dumping system provides stability when dumping.

Trailer meets federal regulations (FMVSS) and comes standard with toolbox storage in tongue.

High-pressure water system with a 4-gpm (15.1-l/min), 3,000-psi (207-bar) water pump is adjustable from curbside operator's station; autoclutching feature disengages water pump when water not in use, allowing full system power for suction.

Reliable 31-hp (23.1-kW) Briggs & Stratton® Vanguard™ gas engine with high-capacity, remote air filter.

Optional reverse-flow feature to offload spoils quickly and easily.

Hydraulically controlled, dual-cylinder tank dumping system provides stability when dumping.

SPECIFICATIONS

DIMENSIONS

	FX20 150 GAL SPOILS/80 GAL WATER	FX25 500 GAL SPOILS/80 GAL WATER/79S	FX30 800 GAL SPOILS/80 GAL WATER/79S	FX50 800 GAL SPOILS/200 GAL WATER/118S	FX65 1,200 GAL SPOILS/500 GAL WATER/126	MV800 800 GAL SPOILS/100 GAL WATER/114
Length	174 in (4420 mm)	200 in (5080 mm)	200 in (51.1 m)	263 in (6.7 m)	249 in (6.3 m)	208 in (5283 mm)
Width	86 in (2184 mm)	96 in (2384 mm)	96 in (2.3 m)	102 in (2.6 m)	101 in (2.6 m)	96.5 in (2479 mm)
Height, w/out boom	93 in (2362 mm)	86 in (2337mm)	86 in (2.2 m)	92 in (2.3 m)	99 in (2.5 m)	91.5 in (2324 mm)
Weight, empty	2,576 lb (1168 kg)	5,600 lb (2540 kg)	5,465 lb (2479 kg)	9,045 lb (4103 kg)	12,245 lb (5554 kg)	4,995 lb (2265 kg)
GVWR	4,500 lb (2041 kg)	10,000 lb (4536 kg)	10,000 lb (4536 kg)	18,000 lb (8172 kg)	26,000 lb (11793 kg)	14,000 lb (6350 kg)

POWER

	Kohler® CH740S	Briggs & Stratton® Vanguard™	Kubota® D1105-E3B	Deutz® D2.9 L4	Deutz® TD2.9L4	Briggs & Stratton® Vanguard™
Engine	Gasoline	Gasoline	Diesel	Diesel	Diesel	Gasoline
Cooling medium	Air	Air	Water	Oil	Water	Air
Aspiration	Natural	Natural	Natural	Natural	Turbocharged	Natural
Number of cylinders	2	2	3	4	4	2
Manufacturer's gross power rating	25 hp (20.1 kW)	31 hp (23.1 kW)	24.8 hp (18.5 kW) (SAE J1995)	49 hp (36 kW)	74 hp (55 kW)	31 hp (23.1 kW)
Emissions compliance		EPA LS/IEU Stage II	EPA Tier 4/IEU Stage IIIA	EPA Tier 4/IEU Stage IIIA	EPA Tier 4/IEU Stage IIIB	
Rated speed	3,600 rpm	3,600 rpm	3,000 rpm	2,600 rpm	2,600 rpm	3,600 rpm
Fuel tank capacity	10 gal (38 L)	6.9 gal (26.1 L)	15 gal (57 L)	25 gal (94 L)	25 gal (94 L)	6.9 gal (26.1 L)

VACUUM SYSTEM

Air flow	543 cfm (15.3 m³/min)	543 cfm (15.3 m³/min)	500 cfm (14.2 m³/min)	1,027 cfm (29.1 m³/min)	1,215 cfm (34.4 m³/min)	543 cfm (15.3 m³/min)
Vacuum, max	15 in Hg (381 mm Hg)	15 in Hg (381 mm Hg)	15 in Hg (381 mm Hg)	16 in Hg (406 mm Hg)	16 in Hg (405 mm Hg)	15 in Hg (381 mm Hg)
Vacuum tank capacity	150 gal (568 L)	500 gal (1893 L)	500/800 gal (1893/3032 L)	500/800/1,200 gal (1893/3028/4542 L)	500/800/1,200 gal (1893/3028/4542 L)	800 gal (3028 L)
Tank outlet valve size	4 in (102 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)
Filter type	Washable polyester	Washable polyester	Washable polyester	Washable polyester	Washable polyester	Washable polyester
Filter area	74 ft² (6.9 m²)	100 ft² (9.3 m²)	100 ft² (9.3 m²)	100 ft² (9.3 m²)	130 ft² (12 m²)	100 ft² (9.3 m²)
Suction hose	3 in (76 mm)	3 in (76 mm)	3 in or 4 in (76 mm or 102 mm)	4 in (102 mm)	4 in (102 mm)	3 in (76 mm)

WATER SYSTEM

Water tank capacity	80 gal (303 L)	80/200 gal (303/757 L)	80/200/300 gal (303/757/1136 L)	200/300/500 gal (757/1136/1893 L)	200/300/500 gal (757/1136/1893 L)	100 gal (379 L)
Water pump flow	2.6 gpm (9.8 l/min)	4 gpm (15.1 l/min)	4.2 gpm (16 l/min)	5.1 gpm (19 l/min)	5.5 gpm (20.8 l/min)	4 gpm (15.1 l/min)
Water pump pressure, max	3,000 psi (207 bar)	3,000 psi (207 bar)	3,000 psi (207 bar)	3,500 psi (241 bar)	3,000 psi (207 bar)	3,000 psi (207 bar)
Antifreeze system	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix
Pressure hose length (locking reel)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)

BATTERY

SAE reserve capacity rating	41 min	110 min	110 min	195 min	195 min	120 min
SAE cold crank rating @ 0°F (-18°C)	340 amps	800 amps	800 amps	950 amps	950 amps	750 amps
Electrical system	12V	12V	12V	12V	12V	12V

NOISE LEVEL

Sound power	110 dBA	110 dBA	105 dBA	110 dBA	112 dBA	109 dBA
Sound pressure	84 dBA	87 dBA	73 dBA	82 dBA	83 dBA	79 dBA

* Only available in a loose configuration. Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.



FX20 Vacuum Excavator



FX25 Vacuum Excavator



FX30 Vacuum Excavator



FX50 Vacuum Excavator



FX65 Vacuum Excavator



MV800 Mud Vacuum Excavator



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Witch®**

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Authorized Ditch Witch® Dealer
www.ditchwitchsales.com

1355 South Enterprise
Olathe, KS 66061
Phone: (913)782-5223 Fax: (913)782-7977

Quotation For:

City Of Osawatomie
439 Main St.
Osawatomie, KS 66064

Date: 2/28/2018

Quotation valid until: 3/15/2018

Prepared by: Mike Kiorpes

	DESCRIPTION	AMOUNT
1	FX25 500 Gallon Spoils /80 Gallon Fresh Water Complete Vacuum System Lance/Suction Tool on Trailer 50' Suction Hose/Water Hose Reel Tandem Axle Trailer Basic Training & Delivery Included	\$ 39,995.00
Subtotal		\$ 39,995.00
Plus Applicable Tax		
Total Amount Due to Purchase		\$ 39,995.00

**THANK YOU FOR THE OPPORTUNITY TO PROVIDE THE ABOVE QUOTE.
SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.**



Mike Kiorpes - Kansas Sales Manager

Ditch Witch Sales, Inc

Bus: 800-468-0148 Cell: 816-289-6832

mkiorpes@ditchwitchsales.com

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS SUPPORTING THE U.S. HIGHWAY 169 CORRIDOR COALITION'S MISSION AND SOLICITATION OF PUBLIC AND PRIVATE FUNDING FOR IMPROVEMENTS TO THE SAME.

WHEREAS, the City of Osawatomie recognizes the importance of adequate highway corridors to support the growth of economic development, especially in southeast Kansas where there is a lack of efficient north-south routes of trade from Kansas City to Tulsa; and

WHEREAS, the City of Osawatomie recognizes that the continued improvement and maintenance of the U.S. Highway 169 Corridor is critical to the growth of Osawatomie and many other communities from Miami County to Montgomery County.

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

The City of Osawatomie supports the mission of the U.S. Highway 169 Corridor Coalition to promote public and private investment in creating a safe, regional free-flowing, high, wide and heavy transportation corridor from Kansas City to Tulsa comprised of U.S. Highway 169, rail, air and port access to connect the regional economy to the global market; and

The City of Osawatomie specifically supports acquisition planning to purchase rights-of-way sufficient for future 4-lane expansion of U.S. 169 from Kansas City to Tulsa including space for rest areas and turnouts for traffic stops and commercial vehicle inspections with each project; and

The City of Osawatomie supports any and all legislation, such as Substitute for SB 285, which establishes a joint legislative transportation task force as it relates to the evaluation of the state highway fund and the state highway transportation system; and

The City of Osawatomie supports any and all legislation, which will prevent the raiding of the State Highway Fund, either directly or indirectly, to fund other functions of Kansas government, and will again dedicate those resources to the maintenance, repair and improvement of the Kansas highway system, which is the backbone of the Kansas economy.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 18th day of December, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

Osawatomie Police Department
Activity Report

		Feb-18	Prior Month	Change	Prior Year	Change
22	Warrant Arrests		28	(6)	26	(4)
26	Other Arrest and /or Charges filed					
161	Traffic Stops		156	5	145	16
159	Suspicious Activ., Inv. Persons, Ped Checks, Prowlers		203	(44)	75	84
15	Traffic Accidents		11	4	8	7
52	Assist EMS		43	9	42	10
29	Fights , Disturbance, Assaults, Domestic, Harras, Violation of Protection		34	(5)	22	7
1	Sex crimes		1	0	0	1
25	Damage to Prop., Thefts, Burglarys,		31	(6)	19	6
5	Drug Cases		3	2	2	3
46	Animal calls		34	12	36	10
5	Child in Need of Care, Runaways, Missing Children		1	4	4	1
13	Vehicle Lock outs		13	0	13	0
80	Escorts, Civil Stand-bys, 911 Misdiags, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks		75	5	43	37
114	Citizen Inquires		88	26	53	61
95	Calls for service otherwise not classified		53	42	80	15
96	Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow-ups, Found Property, Warrant Attempts, etc..		69	27	70	26
918	Calls handled by Officers		843	75	638	280
1173	Totals occurrences for the month		1093	80	917	256
52	Traffic Citations		55	(3)	55	(3)
23	Other Citations		8	15	10	13
75	Total Citations		63	12	65	10

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

City Manager Don Cawby
PO Box 37
Osawatomie, KS 66064

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Osawatomie on earning recognition as a 2017 Tree City USA. Residents of Osawatomie should be proud to live in a community that makes the planting and care of trees a priority.

Osawatomie is one of more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Osawatomie is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these global challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Osawatomie and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe
President

cc: Don Cawby

enclosure

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Osawatomie Tree City USA

Osawatomie, KS, was named a 2017 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Osawatomie achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, president of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at arborday.org.