

OSAWATOMIE CITY COUNCIL

AGENDA

September 28, 2017

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. September 28th Agenda
 - B. Special Event Permit - Rush the Rails
 - C. Pay Application No. 2 – 9th Street Substation – IES Commercial - \$ 218,930.87
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
 - A. Grant Presentation by Waste Management to Oz Fire Department
8. Public Hearings
9. Unfinished Business
 - A. Shoot House LLC – Gaming Park License
 - B. Waste Management Operations
 - C. Electric Generation Project Update
10. New Business
 - A. Ordinance – Lease Purchase Grocery Store Equipment
 - B. Sports Complex Deed
 - C. City Hall Renovation Project
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING –October 12, 2017



City of Osawatomie
 439 Main Street; P.O. Box 37
 Osawatomie, KS 66064
 (913) 755-2146

SPECIAL EVENTS PERMIT APPLICATION

Department Use Only

Date Filed: 09-20-17
 Event Deposit _____
 Date Paid: _____
 \$50 Permit Fee _____
 Date Paid: _____
 \$25 State Permit _____
 Date Paid: _____

1. NAME OF APPLICANT AND/OR ORGANIZATION:
City of Osawatomie

2. CONTACT PHONE # AND EMAIL (OPTIONAL):
Tammy Seamands 913-755-2146

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
Rush the Rails

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>P.O. Box 37</u> <u>Osawatomie, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>1000 Main Street</u> <u>*Friday, inside John Brown Park</u> <u>*Saturday, west side of Park (11th St)</u> <u>up towards the school.</u>
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6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN: *bonfire Friday night
10/6/17 - 5pm to 10 pm *musket being fired between 7 a.m.
10/7/17 - 5 am to 9 am and 7:30 a.m. on Saturday morning

7. ENTRY TO EVENT: FEE YES ___ NO <input checked="" type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE ___	8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO ___ IF YES, TIME OF CLOSURE REQUIRED: <u>5:00 a.m. 10/7/17</u>	9. # OF EXPECTED ATTENDING: <u>250</u>
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10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES NO ___
 WILL CMB BE SOLD AT THE EVENT? YES ___ NO
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES ___ NO
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED _____

11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES NO ___
 IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: MPR

STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE Tammy Seamands DATE 09-20-17

PERMIT APPLICATION: APPROVED _____ DENIED _____
 DECISION BY: _____ DATE OF DECISION: _____

COMMENTS: _____



September 20, 2017

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 item 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 to date and on-site stored materials 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. 2, included, in the amount of \$218,930.87. 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.

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

Contractor's Application for Payment No. 2

Application Period: 08/12/2017 - 09/11/2017 From (Contractor): IES Commercial, Inc. Contract: 2016 9th Street Substation Contractor's Project No.: 555074007	Application Date: 9/28/2017 Via (Engineer): JEO Consulting Group, Inc. Engineer's Project No.: 141554.03
To (Owner): City of Osawatimie, KS Project: 2016 9th Street Substation Owner's Contract No.:	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
C.O. #1	\$30,325.80	\$30,325.80	
TOTALS		\$30,325.80	
NET CHANGE BY CHANGE ORDERS	-\$30,325.80		

1. ORIGINAL CONTRACT PRICE..... \$ 1,151,721.00
2. Net change by Change Orders..... \$ -330,325.80
3. Current Contract Price (Line 1 ± 2)..... \$ 1,121,395.20
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 271,412.60
5. RETAINAGE:
 - a. 10.0% X \$96,160.11 Work Completed..... \$ 99,616.01
 - b. 10.0% X \$175,252.49 Stored Material..... \$ 17,525.25
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 277,141.26
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 244,271.34
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 25,340.47
8. AMOUNT DUE THIS APPLICATION..... \$ 218,930.87
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 877,123.86

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

Payment of: \$ <u>218,930.87</u> is recommended by: <u>Matt E. Kuhn</u> (Engineer) Date: <u>09-20-17</u>	Payment of: \$ _____ is approved by: _____ (Owner) Approved by: _____ (Funding or Financing Entity (if applicable))
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Contractor's Application

Stored Material Summary

For (Contract):		2016 9th Street Substation		Application Number: 2							
Application Period:		08/12/2017 - 09/11/2017		Application Date: 9/28/2017							
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	C	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
					Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)			Amount Previously Stored (\$)	Incorporated in Work Date (Month/Year)	
2	15B80475-02	12 (13 3419)	Jobsite	Building Materials	8/2017	\$24,349.44		\$24,349.44			\$24,349.44
2	17373290	11 (13 3419)	Subc. Shop	Insulation Materials	8/2017	\$3,806.64		\$3,806.64			\$3,806.64
3	93986	(33 7200)	Jobsite	Substation Steel				\$33,154.50			\$33,154.50
2	S503562780.002	10 (Sheet E2.0)	Jobsite	Panel Lightning Arrester				\$526.09			\$526.09
2	S503603991.002	5 (26 0500)	Jobsite	Flourescent fixture				\$816.22			\$816.22
2	S503562780.008	5 (26 0500)	Jobsite	DC Panelboard enclosure				\$292.45			\$292.45
2	S503562780.009	5 (26 0500)	Jobsite	AC Panelboard				\$681.59			\$681.59
2	S503562780.010	5 (26 0500)	Jobsite	DC Panelboard interior				\$1,399.86			\$1,399.86
2	S503603991.004	5 (26 0500)	Jobsite	Exterior wall pack lights				\$950.73			\$950.73
2	S503603991.004	5 (26 0500)	Jobsite	Emergency Exit signs				\$208.54			\$208.54
2	S503603990.001	5 (26 0500)	Jobsite	Flourescent fixture bulbs				\$73.68			\$73.68
3	3497	5 (33 7200)	Jobsite	34.5kV GOAB switch				\$5,875.00			\$5,875.00
3	3497	5 (33 7200)	Jobsite	15kV GOAB switch				\$6,100.00			\$6,100.00
3	3497	5 (33 7200)	Jobsite	38kV Vacuum Magnetic Circuit Breaker				\$35,200.00			\$35,200.00
3	3497	5 (33 7200)	Jobsite	2" IPS Aluminum Tubular Bus				\$236.00			\$236.00
3	3497	5 (33 7200)	Jobsite	4" IPS Aluminum tube				\$470.00			\$470.00
3	3497	5 (33 7200)	Jobsite	Copper bus plate				\$105.00			\$105.00
3	3497	5 (33 7200)	Jobsite	Substation Yard lights				\$496.00			\$496.00
3	3497	5 (33 7200)	Jobsite	55/3 Wood pole				\$4,550.00			\$4,550.00
3	3497	5 (33 7200)	Jobsite	Crossarm, wood, 5"x6"x12'				\$185.00			\$185.00
3	S93582-1	8 (Sheet D1.2)	Jobsite	Resilient Seated Gate Valve				\$625.00			\$625.00
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Accessory Kit				\$42.00			\$42.00
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Box				\$105.00			\$105.00
3	S92870-1	8 (Sheet D1.2)	Jobsite	Stainless Steel Cleanout with Spanner Wrench				\$690.00			\$690.00
3	S92864-1	8 (Sheet D1.2)	Jobsite	DWV Pipe Sch. 80				\$360.00			\$360.00
3	S92865-1	8 (Sheet D1.2)	Jobsite	DWV Fittings				\$172.00			\$172.00
3	992881620	8 (26 0500)	Jobsite	1" Galvanized Rigid Conduit				\$178.37			\$178.37
3	992881620	8 (26 0500)	Jobsite	2" PVC Conduit				\$414.57	8/2017		\$414.57
3	992881620	8 (26 0500)	Jobsite	3" PVC Conduit				\$958.55	8/2017		\$958.55
3	992881620	8 (26 0500)	Jobsite	4" PVC Conduit				\$2,695.15	8/2017		\$2,695.15
3	992881620	8 (26 0500)	Jobsite	4" Galvanized Rigid Conduit				\$386.76			\$386.76
3	992881620	9 (33 7200)	Jobsite	Copper Clad Ground Rod				\$781.60			\$781.60
3	992855303	9 (33 7200)	Jobsite	Copper Clad Ground Rod				\$683.90	8/2017		\$683.90
3	992855303	8 (26 0500)	Jobsite	2" PVC Expansion Fitting				\$132.40			\$132.40
3	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe				\$1,196.65			\$1,196.65
4	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe				\$888.94			\$888.94
Totals								\$129,787.63		\$4,752.17	\$125,035.46

Contractor's Application

Stored Material Summary

For (Contract):		2016 9th Street Substation		Application Number: 2							
Application Period:		08/12/2017 - 09/11/2017		Application Date: 9/28/2017							
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	C	D		E	F		G	
					Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)		Amount (\$)	Incorporated in Work Date (Month/Year)		Amount (\$)
3	992855303	9 (Sheet D1.4)	Jobsite	Ground Clamp, 2 cable to flat surface			\$214.50	\$214.50		\$214.50	
3	992855303	8 (26 0500)	Jobsite	4" Conduit Cable Sealing Fitting			\$786.18	\$786.18		\$786.18	
2	993209451	8 (26 0500)	Jobsite	Duplex Receptacle			\$6.42	\$6.42		\$6.42	
2	993209451	8 (26 0500)	Jobsite	Duplex GFCI Receptacle			\$35.01	\$35.01		\$35.01	
2	993209451	8 (26 0500)	Jobsite	Weatherproof Receptacle Box			\$20.46	\$20.46		\$20.46	
2	993209451	8 (26 0500)	Jobsite	Toggle Switch			\$2.92	\$2.92		\$2.92	
2	993209451	8 (26 0500)	Jobsite	Cable Tray			\$708.48	\$708.48		\$708.48	
2	993209451	8 (26 0500)	Jobsite	Junction Box, NEMA 12			\$512.47	\$512.47		\$512.47	
3	993209451	6 (33 7200)	Jobsite	4/0 ACSR "Penguin"			\$43.20	\$43.20		\$43.20	
3	993209451	6 (33 7200)	Jobsite	336.4 ACSR "Linnet"			\$291.00	\$291.00		\$291.00	
3	993209451	6 (33 7200)	Jobsite	3/8" EHS Shield Wire			\$70.65	\$70.65		\$70.65	
3	993209451	6 (Sheet C2.1)	Jobsite	#1 MHD Bare Copper Wire			\$378.00	\$378.00		\$378.00	
4	993209451	6 (26 0500)	Jobsite	2/0 THHN Copper Wire			\$1,089.36	\$1,089.36		\$1,089.36	
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 2/0 CU			\$1,106.28	\$1,106.28		\$1,106.28	
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 1/0 CU			\$112.66	\$112.66		\$112.66	
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, one hole			\$83.79	\$83.79		\$83.79	
3	993209451	6 (Sheet C2.1)	Jobsite	H-tap Compression Connector			\$28.56	\$28.56		\$28.56	
3	993209451	6 (Sheet D2.1)	Jobsite	Cable Support, Copper			\$302.70	\$302.70		\$302.70	
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 4-hole NEMA pad			\$248.58	\$248.58		\$248.58	
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, two hole			\$234.33	\$234.33		\$234.33	
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 2" Aluminum Tubular Bus			\$206.61	\$206.61		\$206.61	
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Expansion, Tube to Flat Pad			\$747.33	\$747.33		\$747.33	
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Tee, Tube to Flat Pad			\$123.36	\$123.36		\$123.36	
3	993209451	7 (33 7200)	Jobsite	End Cap, Tubular Bus			\$60.30	\$60.30		\$60.30	
3	993209451	7 (33 7200)	Jobsite	Corona Ball			\$214.82	\$214.82		\$214.82	
3	993209451	7 (33 7200)	Jobsite	Tee, Cable to Cable			\$413.34	\$413.34		\$413.34	
3	993209451	7 (33 7200)	Jobsite	Trunion Clamp			\$74.61	\$74.61		\$74.61	
3	993209451	7 (26 0000.0041)	Jobsite	Fiberglass Dead End Crossarm			\$413.83	\$413.83		\$413.83	
3	993209451	7 (Sheet C2.2)	Jobsite	Clevis Eye Link			\$318.42	\$318.42		\$318.42	
3	993209451	7 (26 0000.0041)	Jobsite	35kV Line Post Insulator			\$292.88	\$292.88		\$292.88	
3	993209451	7 (26 0000.0041)	Jobsite	35kV Suspension Insulator			\$330.66	\$330.66		\$330.66	
3	993209451	7 (26 0000.0041)	Jobsite	Ball-Y Clevis			\$66.04	\$66.04		\$66.04	
3	993209451	7 (26 0000.0041)	Jobsite	Quadrant Dead End			\$157.07	\$157.07		\$157.07	
3	993209451	7 (26 0000.0041)	Jobsite	Dead End Clamp			\$287.94	\$287.94		\$287.94	
4	993209451	10 (26 0500)	Jobsite	500 MCM Cable, THHN			\$24,187.12	\$24,187.12		\$24,187.12	
4	993209451	10 (Sheet C2.0)	Jobsite	10C/#4 THHN Cable			\$456.76	\$456.76		\$456.76	
Totals								\$34,626.64	\$34,626.64		\$34,626.64

Contractor's Application

Stored Material Summary

For (Contract):		2016 9th Street Substation		Application Number: 2						
Application Period:		08/12/2017 - 09/11/2017		Application Date: 9/28/2017						
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	C	D		E	F	G	
					Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)				Amount Previously (\$)
4	993209451	10 (Sheet C2.0)	Jobsite	12C/#12 THHN Cable			\$2,378.38			\$2,378.38
4	993209451	10 (Sheet D3.5)	Jobsite	2C/#16 Shielded Cable			\$1,115.45			\$1,115.45
3	993209451	6 (Sheet D2.3)	Jobsite	#1/0 SD Copper Wire			\$73.00			\$73.00
4	993209451	10 (Sheet D3.5)	Jobsite	Cat 5E Cable			\$123.19			\$123.19
3	992855302	8 (26 0500)	Jobsite	Miscellaneous Conduit Fittings (Invoice Page 1 of 6)			\$285.10			\$285.10
3	992855302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.			\$3,518.61			\$3,518.61
4	992855302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.			\$3,753.18	8/2017	\$3,753.18	
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire			\$279.22			\$279.22
4	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire			\$207.42			\$207.42
3	992855302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8			\$204.00			\$204.00
4	992855302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8			\$163.20			\$163.20
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe			\$1,196.65			\$1,196.65
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe			\$478.66			\$478.66
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable			\$231.12			\$231.12
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable			\$346.68			\$346.68
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe			\$62.20			\$62.20
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe			\$62.20			\$62.20
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid			\$111.80			\$111.80
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid			\$111.80			\$111.80
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole			\$51.10			\$51.10
4	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole			\$37.96			\$37.96
3	992855302	9 (33 7200)	Jobsite	Tower ground clamp			\$429.00			\$429.00
3	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal			\$100.98			\$100.98
4	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal			\$403.92			\$403.92
3	992855302	9 (33 7200)	Jobsite	Arrester Grounding Terminal			\$53.22			\$53.22
3	992855302	9 (33 7200)	Jobsite	1/0 Grounding Lug			\$15.90			\$15.90
3	992855302	9 (Sheet C2.2)	Jobsite	#4 Bare Copper Wire			\$45.56			\$45.56
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250			\$336.90			\$336.90
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250			\$224.60	8/2017	\$224.60	
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150			\$778.00			\$778.00
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150			\$778.00	8/2017	\$778.00	
3	992855302	10 (Sheet E2.0)	Jobsite	Meter Socket			\$82.61			\$82.61
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#8 THHN Cable			\$205.41			\$205.41
3	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable			\$75.66			\$75.66
4	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable			\$75.66			\$75.66
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#10 THHN Cable			\$513.52			\$513.52
Totals							\$18,909.86		\$4,755.78	\$14,154.08

Stored Material Summary

Contractor's Application

For (Contract):		2016 9th Street Substation							Application Number: 2			
Application Period:		08/12/2017 - 09/11/2017							Application Date: 9/28/2017			
Bid Item No.	Supplier Invoice No.	B Submittal No. (with Specification Section No.)	Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))	
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
3	992855302	10 (Sheet C2.0)	Jobsite	5C/#10 THHN Cable			\$183.78	\$183.78			\$183.78	
3	992855302	10 (Sheet C2.0)	Jobsite	5C/#10 Shielded THHN Cable			\$540.54	\$540.54			\$540.54	
3	992855302	10 (Sheet C2.0)	Jobsite	10C/#12 THHN Cable			\$400.00	\$400.00			\$400.00	
3	992855302	10 (26 0500)	Jobsite	#3/0 THHN Cable			\$311.99	\$311.99			\$311.99	
Totals								\$1,436.31	\$1,436.31			\$1,436.31

GALVANIZERS, INC.

P.O. BOX 875

WEST FARGO, ND 58078-0875

PHONE: 701-282-3906

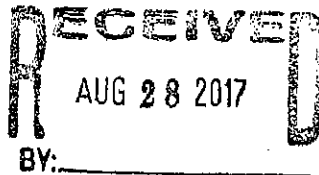
FAX: 701-282-8692

Invoice

DATE	INVOICE No.
8/24/2017	93986

BILL TO:

IES Commercial
P.O. Box 27
Holdrege, NE 68949



SHIP TO:

9th Street Substation
201 9th Street
Osawatomie, KS 66064

CUSTOMER PURCHASE ORDER NO.		WORK ORDER NO.				
5574007-03						
QTY	DESCRIPTION	*DIPS	QTY./WEIGHT	RATE	UM	AMOUNT
1	34.5kv Substation Structure includes anchor bolts		1	24,191.40	Ea.	24,191.40
1	15kv Riser Structure includes anchor bolts and conduit stand-off brackets		1	2,001.00	Ea.	2,001.00
3	Switch grounding platform, galvanized serrated steel, 3' x 4'		3	193.20	Ea.	579.60
1	Lot Anchor bolts and templates		1	942.50	Lot	942.50
	Design and Detail			3,500.00		3,500.00
	Freight			1,940.00		1,940.00
				Sales Tax (0.0%)		\$0.00
				Total		\$33,154.50

ENTERED
8-28-17
KJ

Terms: Net 30 Days

*DIPS
SD = SINGLE DIP
DD = DOUBLE DIP
SW = SPIN WEIGHT

**Our finance charge on past-due accounts is a fixed amount of 1 1/2% per month (which is 18% per year.)
Our Minimum Galvanizing Charge is \$153.00.**

Not Responsible for Material Warpage.



PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

MAY 28 2017

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
05/26/17	297606	S503562780.002
BRANCH		BRANCH NO.
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO.
9TH STREET SUBSTATION		1 of 1

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		5574007-04	05/11/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	05/26/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1	1	LOT: SCHNEIDE 1 - TYPE SPD: TVS1HWA10X		526.0900/ea	526.09
		ENTERED 6.30.17 KR			
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
06/30/17		\$526.09	\$0.00	\$0.00	\$526.09



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER	S503562780.002
CUSTOMER NUMBER	297606
INVOICE DATE	05/26/17
DUE DATE	06/30/17
SUBTOTAL	\$526.09
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
INVOICE TOTAL	\$526.09

CHECK # _____ \$ _____

INVOICE



PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
06/23/17	297606	S503603991.002
BRANCH		BRANCH NO.
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO.
9TH STREET SUBSTATION		1 of 1

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

2017
JUN 26 2017

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		5574007-04	05/23/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	06/23/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6	6	TYPE 2B2: AF10 4 32 MVOLT GEB10IS PAF		136.0370/ea	816.22
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
07/31/17		\$816.22	\$0.00	\$0.00	\$816.22

ENTERED
(6-26-17)
KR



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:
IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER S503603991.002
CUSTOMER NUMBER 297606
INVOICE DATE 06/23/17
DUE DATE 07/31/17
SUBTOTAL \$816.22
SHIPPING & HANDLING \$0.00
TAX \$0.00
INVOICE TOTAL \$816.22

CHECK # _____ \$ _____

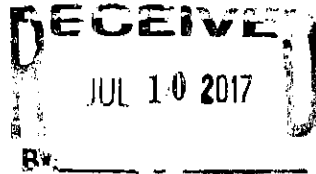


PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027



INVOICE	
INVOICE DATE	CUSTOMER NO.
07/07/17	297606
INVOICE NO.	
S503562780.008	
BRANCH	
CRESCENT NORTH PLATTE, NE	
BRANCH NO.	
B053	
JOB NAME	
9TH STREET SUBSTATION	
PAGE NO.	
1 of 1	

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		5574007-04	05/11/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	07/07/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1	1	LOT: SCHNEIDE 1 - TYPE HC3264BBOX: HC3264B (BOX) I-LINE STANDARD TYPE 1 BOX 64 H DESIGNATIONS 2B1 1 - TYPE MH50BEBOX: MH50BE (BOX) NQ STANDARD TYPE 1 BOX 50 H DESIGNATIONS 3B126		292.4500/ea	292.45
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
08/31/17		\$292.45	\$0.00	\$0.00	\$292.45



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER	S503562780.00
CUSTOMER NUMBER	29760
INVOICE DATE	07/07/17
DUE DATE	08/31/17
SUBTOTAL	\$292.4
SHIPPING & HANDLING	\$0.0
TAX	\$0.0
INVOICE TOTAL	\$292.4

CHECK # _____ \$ _____

INVOICE

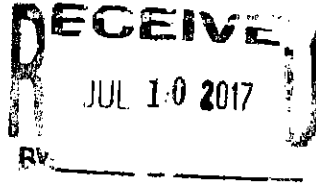


PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
07/07/17	297606	S503562780.009
BRANCH		BRANCH NO.
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO.
9TH STREET SUBSTATION		1 of 1

SOLD TO: 88648



IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		5574007-04	05/11/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	07/07/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1	1	LOT: SCHNEIDE 1 - TYPE NQMBPANELINTER: NQ MB PANEL (INTERIOR) NQ PANELBOARD DESIGNATIONS 3B126		681.5900/ea	681.59
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
08/31/17		\$681.59	\$0.00	\$0.00	\$681.59



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

INVOICE NUMBER	S503562780.009
CUSTOMER NUMBER	297606
INVOICE DATE	07/07/17
DUE DATE	08/31/17
SUBTOTAL	\$681.59
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
INVOICE TOTAL	\$681.59

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

CHECK # _____ \$ _____

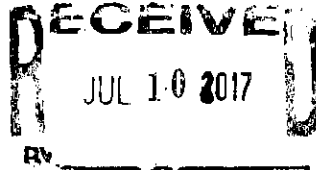


PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027



INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
07/07/17	297606	S503562780.010
BRANCH		BRANCH NO.
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO.
9TH STREET SUBSTATION		1 of 1

SHIP TO: 297606
IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		5574007-04	05/11/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	07/07/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1	1	LOT: SCHNEIDE 1 - TYPE I LINEMBPANELINT: I-LINE MB PANEL (INTERIOR) I-LINE PANELBOARD DESIGNATIONS 2B1	1399.8600/ea	1399.86	
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
08/31/17		\$1,399.86	\$0.00	\$0.00	\$1,399.86



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:
IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

INVOICE NUMBER S503562780.010
CUSTOMER NUMBER 297606
INVOICE DATE 07/07/17
DUE DATE 08/31/17
SUBTOTAL \$1,399.86
SHIPPING & HANDLING \$0.00
TAX \$0.00
INVOICE TOTAL \$1,399.86

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

CHECK # _____ \$ _____ B-14



PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

RECEIVED
JUL 11 2017
RV

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
07/10/17	297606	S503603991.004
BRANCH		BRANCH NO.
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO:
9TH STREET SUBSTATION		1 of 1

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
AUDREY E FRARY		5574007-04	05/23/17	1	
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
AUDREY E FRARY		BEST WAY	07/10/17	TIM M BATES	
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
2	2	TYPE 2B4: LHQM LED R M6	104.2680/ea	208.54	
4	4	TYPE 2B3: TWH 100M TB LPI	237.6830/ea	950.73	
		ISSUE	DATE	DONE?	
		<input type="checkbox"/> PO Missing			
		<input type="checkbox"/> PO Closed			
		<input type="checkbox"/> PO Pricing/Quantity Dis.			
		<input type="checkbox"/> No Routing Code			
		<input type="checkbox"/> G/L Account Coding Missing			
		<input checked="" type="checkbox"/> Other PO Short	7/11		
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
08/31/17		\$1,159.27	\$0.00	\$0.00	\$1,159.27

ENTERED
07-12-17
K



SOLD TO:
IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



INVOICE NUMBER S503603991.004
CUSTOMER NUMBER 297606
INVOICE DATE 07/10/17
DUE DATE 08/31/17
SUBTOTAL \$1,159.27
SHIPPING & HANDLING \$0.00
TAX \$0.00
INVOICE TOTAL \$1,159.27

CHECK # _____ \$ _____

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at <http://www.cesco.com/ta>.

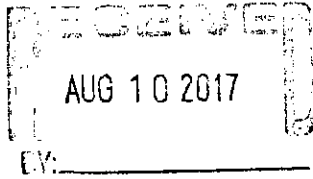


PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 308-534-4090

SOLD TO: 88648

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027



INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
08/08/17	297606	S503603990.001
BRANCH		BRANCH NO
CRESCENT NORTH PLATTE, NE		B053
JOB NAME		PAGE NO.
9TH STREET SUBSTATION		1 of 1

SHIP TO: 297606

IESCOM-9TH STREET SUBSTATION
201 9TH ST
OSAWATOMIE, KS 66064

ORDERED BY		CUST PO	ORDER DATE	REFERENCE
		5574007-04	05/23/17	1
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER
AUDREY E FRARY		FEDEX GROUND	08/08/17	TIM M BATES
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
24	24	UPC 04316868855 F32T8/XL/SPX35E2 GELAMPS 68855 SLIM LINE / F20 TYPE : 2B2 LAMPS	3.0700/ea	73.68
12	12	UPC 04316868855 F32T8/XL/SPX35E2 GELAMPS 68855 SLIM LINE / F20	0.0000/ea	0.00
INVOICE DUE	MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
09/30/17	\$73.68	\$0.00	\$0.00	\$73.68



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:

IES COMMERCIAL
DBA KAYTON ELECTRIC
PO BOX 27
HOLDREGE, NE 68949-0027



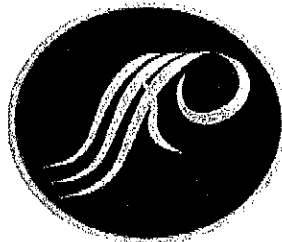
PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER S503603990.00
CUSTOMER NUMBER 297606
INVOICE DATE 08/08/17
DUE DATE 09/30/17
SUBTOTAL \$73.68
SHIPPING & HANDLING \$0.00
TAX \$0.00
INVOICE TOTAL \$73.68

Paresources, Inc.

11940 W. Ripley Ave
Wauwatosa, WI 53226
USA

Voice: 414-258-2368
Fax: 414-258-2376



INVOICE

Invoice Number: 3497
Invoice Date: 8/29/17
Page: 1

Bill To:
IES Commercial, Inc. PO Box 27 Holdrege, NE 68949 USA

Ship to:
IES Commercial, Inc. c/o Jobsite 201 9th Street Attn: Mike Mason (402) 705-2956 Osawatomie, KS 66064 USA

Customer PO	Payment Terms	
5574007-01	Net 30 Days	
Shipping Method	Ship Date	Due Date
FOB Factory Allowed	8/29/17	9/28/17

Quantity	Description	Unit Price	Amount	
	Substation Control Building Switchgear	242,100.00		
	Switchboard Elite meter and CT's added 6/30/17	10,700.00		
	SEL 751 Relay Change added 6/30/17	1,062.50		
1.00	C06A032G13 34.5kv GOAB Switch, 3 phase, 600A, 200kV BIL	5,875.00	5,875.00	05
1.00	C06A032G08 15kv GOAB Switch, 3 phase, 600A, 110kV BIL	6,100.00	6,100.00	05
1.00	MB30156AAMH5SBS4 MV Dead Tank vacuum magnetic circuit breaker, 38kV	35,200.00	35,200.00	40
	EVP0024003001 Lightning Arrester, 24.5kv MCOV	425.00		
	EVP0009003001 Lightning Arrester, 8.4 MCOV	308.00		
	GIFS36-55 CT, Ritz Type GIFS	2,210.00		
	VZF3610 PT, ABB Type VOZZ-20 or approved equal	2,800.00		
	ZSP0010 Lightning Arrester, 10kv RMS, 8.4kv MCOV	254.50		
	ZSP0045 Lightning Arrester, 45kv RMS, 36.56kv MCOV	502.00		
	NAA100XH09S0 Station Post Insulator, Poly, 34.5kv, 200kV BIL, 5" BC	206.00		
	NP20XG07S Station Post Insulator, Poly, 15kv, 110kV BIL, 3" BC	54.00		
40.00	Feet 2" UPS AL Tubular Bus, Sch 40, 6063 T6	5.90	236.00	10
40.00	Feet 4" IPS Alumimum Tube	11.75	470.00	20
1.00	Copper Bus plate/bar 1/2" x 4" x 3"	105.00	105.00	10
2.00	USC3A307SRN020EP1000	173.00	346.00	796
1.00	Freight for yard lights	150.00	150.00	796
1.00	55/3 Wood Pole, Douglas Fir	4,550.00	4,550.00	896
1.00	Crossarm, wood 5" x 6" x 12'	185.00	185.00	896

Subtotal	53,217.00
Sales Tax	
Total Invoice Amount	53,217.00
Payment/Credit Applied	
TOTAL	53,217.00

Check/Credit Memo No:

05-Line 1 - 11,975.00
10-Line 2 - 341.00
20-Line 3 - 470.00
40-Line 4 - 35,200.00
796-Line 7 - 496.00
896-Line 6 - 2735.00

RECEIVED
SEP 08 2017
By: _____



DUTTON-LAINSON COMPANY

SINCE 1886

• WHOLESALE & CORPORATE OFFICES.....451 West 2nd Street
 • MANUFACTURING OFFICES.....1601 West 2nd Street
 • TEL 402-462-4141 • P.O. Box 729 • Hastings, Nebraska 68902-0729

164

DL-WHS Invoice 993582-1 C

Sales Order	Customer Order	Invoice Date	Page
993582	5574007-08	06-01-17	1

Bill To: 180992
 IES Industrial Inc
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

RECEIVED
 JUN 05 2017

Ship To: 180992
 IES Industrial Inc
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

41 DUTLAN

Ship Via DLT

Ln No	Item Number	Description	Unit of Measure	Order Qty	Shipped Qty	Net Unit Price	Extended Price
-------	-------------	-------------	-----------------	-----------	-------------	----------------	----------------

1	0300 1703	4" R/W MJ GATE VALVE	EA	1	1	625.00000	625.00
---	-----------	----------------------	----	---	---	-----------	--------

Merchandise Total

625.00

Sales Taxes

Nebraska Sales Tax
 Holdrege Sales Tax

*Short pay 34.38
 Tax per email 9.38*

Payment Terms Net 45 Days

Bill of Lading Information for shipment number 1

Packslip Number	Bill of Lading Number	Carrier Name	Shipment Method
993582-1	B204598	DLT	

** Material on this invoice is special item(s) and is not returnable. **

ISSUE	DATE	DONE?
<input type="checkbox"/> PO Missing		
<input type="checkbox"/> PO Closed		
<input type="checkbox"/> PO Pricing/Quantity Diff.		
<input type="checkbox"/> No Routing Code		
<input type="checkbox"/> G/L Account Coding Missing		
<input checked="" type="checkbox"/> Other	6-1-17	<i>[Signature]</i>

Exempt job

NO SALES TAX ON PO

* - This item's net unit price reflects your standard trade and/or quantity discount.

			Due 07-16-17	\$668.76
--	--	--	--------------	----------

(EQUAL OPPORTUNITY EMPLOYER)

CUSTOMER COPY



DUTTON-LAINSON COMPANY

SINCE 1886

DL-TRANS INVOICE / 58714-1

- WHOLESALE & CORPORATE OFFICES.....451 West 2nd Street
 - MANUFACTURING OFFICES.....1601 West 2nd Street
 - TEL 402-462-4141 • P.O. Box 729 • Hastings, Nebraska 68902-0729
- 164

Sales Order	Customer Order	Invoice Date	Page
758914	5574007-08	05-26-17	1

Bill To: 180992
 IES Industrial Inc
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

Ship To: 180992*2
 IES Industrial
 120 S Lincoln
 PO Box 27
 Holdrege, NE 68949
 United States of America

Ship Via DLT

Ln No	Item Number	Description	Unit of Measure	Order Qty	Shipped Qty	Net Unit Price	Extended Price
1	290-7764	4" R/W MJ GATE VALVE LESS ACCESSORIES Mfgr Part # 4571X	EA	0	0	625.00000	0.0
2	300-2540	4 MJ ACCESSORY KIT COMPL Mfgr Part # 085164	EA	2	2	16.00000	32.0
3	300-2060	4 MJ TRANSITION GASKET Mfgr Part # 054696	EA	2	2	5.00000	10.0
4	300-2177	664-S 5" VALVE BOX CAST IRON 2 PIECE W/ ~WATER~ LID Mfgr Part # 145813	EA	1	1	105.00000	105.0

Merchandise Total
 DELIVER THE END OF MAY

=====
 147.0

Payment Terms Net 45 Days

Bill of Lading Information for shipment number 1

Packslip Number	Bill of Lading Number	Carrier Name	Shipment Method
758914-1	B204630	DLT	

ENTERED
Amc/20

* - This item's net unit price reflects your standard trade and/or quantity discount.

			Due 07-10-17	\$147.0
--	--	--	--------------	---------



DUTTON-LAINSON COMPANY

SINCE 1886

• WHOLESALE & CORPORATE OFFICES.....451 West 2nd Street
 • MANUFACTURING OFFICES.....1601 West 2nd Street
 • TEL 402-462-4141 • P.O. Box 729 • Hastings, Nebraska 68902-0729

164

DL-WHS Invoice 592870-1

Sales Order	Customer Order	Invoice Date	Page
592870	5574007-08	08-10-17	1

Bill To: 180992
 IES Industrial Inc
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

AUG 14 2017

Ship To: 180992*2
 IES Industrial
 120 S Lincoln
 PO Box 27
 Holdrege, NE 68949
 United States of America

Ship Via DLT W/ 758914

Ln No	Item Number	Description	Unit of Measure	Order Qty	Shipped Qty	Net Unit Price	Extended Price
-------	-------------	-------------	-----------------	-----------	-------------	----------------	----------------

1	0300 1703	9760-CF8-T04 4" FPT TYPE 304 STAINLESS STEEL CLEANOUT	EA	1	1	650.00000	650.00
2	0300 1703	SPANNER WRENCH FOR THE ABOVE CLEANOUT	EA	1	1	40.00000	40.00

Merchandise Total

690.00

Payment Terms Net 45 Days

690.00

Bill of Lading Information for shipment number 1

Packslip Number	Bill of Lading Number	Carrier Name	Shipment Method
592870-1	B205633	DLT	

** SOLAR ECLIPSE - CLOSING - THE COMPANY
 WILL BE CLOSED FROM 12:00PM NOON CST UNTIL

ENTERED
ES



DUTTON-LAINSON COMPANY

SINCE 1886

DL-WHS Invoice S92864-1

• WHOLESALE & CORPORATE OFFICES.....451 West 2nd Street
 • MANUFACTURING OFFICES.....1601 West 2nd Street
 • TEL 402-462-4141 • P.O. Box 729 • Hastings, Nebraska 68902-0729
 164

Sales Order	Customer Order	Invoice Date	Page
S92864	5574007-08	05-02-17	1

Bill To: 180992
 IES Industrial Inc
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

MAY 04 2017

Ship To: 180992*2
 IES Industrial
 120 S Lincoln
 PO Box 27
 Holdrege, NE 68949
 United States of America

Ship Via DLT W/ 758914

Ln No	Item Number	Description	Unit of Measure	Order Qty	Shipped Qty	Net Unit Price	Extended Price
1	0300 1703	4" X 20FT SCH 80 FT PLAIN END GRAY PVC PIPE	FT	60	60	6.00000	360.00

Merchandise Total

360.00

Payment Terms Net 45 Days

** Material on this invoice is special item(s) and is not returnable. **

ENTERED
 5411
 KR

* - This item's net unit price reflects your standard trade and/or quantity discount.

				Due 06-16-17	\$360.00
--	--	--	--	--------------	----------



DUTTON-LAINSON COMPANY

SINCE 1886

• WHOLESALE & CORPORATE OFFICES.....451 West 2nd Street
 • MANUFACTURING OFFICES.....1601 West 2nd Street
 • TEL 402-482-4141 • P.O. Box 729 • Hastings, Nebraska 68902-0729

164

DL-WHS Invoice S92865-1

Sales Order	Customer Order	Invoice Date	Page
S92865	5574007-08	05-17-17	1

Bill To: 180992
 IES Industrial In
 Attn Dianne Beck
 PO Box 27
 Holdrege, NE 68949
 United States of America

RECEIVED
 MAY 19 2017

Ship To: 180992*2
 IES Industrial
 120 S Lincoln
 PO Box 27
 Holdrege, NE 68949
 United States of America

Ship Via DLT W/ 758914

Ln No	Item Number	Description	Unit of Measure	Order Qty	Shipped Qty	Net Unit Price	Extended Price
1	0300 1703	829-040 4" PVC SCH 80 CPLG	EA	2	2	19.00000	38.00
2	0300 1703	817-040 4" PVC SCH 80 45 ELL	EA	2	2	45.50000	91.00
3	0300 1703	806-040 4" PVC SCH 80 90 ELL	EA	1	1	17.00000	17.00
4	0300 1703	836-040 4" PVC SCH 80 MPT ADAPTER	EA	1	1	26.00000	26.00

Merchandise Total

172.00

Payment Terms Net 45 Days

DB5123



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

RECEIVED
AUG 15 2017
BY: _____

INVOICE

Invoice Questions Please Call or Email

402-325-2400 or ARQuestions@graybar.com

Invoice No: 992881620
Invoice Date: 08/10/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:

GRAYBAR ELECTRIC CO.
PO BOX 504480
SAINT LOUIS MO 63150-4490

5069 1 AB 0.403 E0288X 10683 02738066039 S2 P4532555 0001:0002



Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Order No: 5574007-02	SO#: 359264300
----------------------	----------------

Del. Doc. #	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8015827085		GRAYBAR	08/10/2017	KANSAS CITY, MO	S/P - F/A	

Signed For By: BRAD

Quantity	Catalog # / Description	Unit Price / Unit	Amount
80	1-GALV GENERIC VENDOR-TUBPA RIGID CONDUIT ITEM#: P/N: 3B72	222.98 / 100	178.37
770	PVC-2 GENERIC VENDOR-PVCPA SCH80 COND 10FT ITEM#: P/N: 3B77	53.84 / 100	414.57
930	PVC-3 GENERIC VENDOR-PVCPA SCH80 COND 10FT ITEM#: P/N: 3B83	103.07 / 100	958.55
1900	PVC-4 GENERIC VENDOR-PVCPA SCH80 COND 10FT ITEM#: P/N: 3B85	141.85 / 100	2,695.15
30	4-GALV GENERIC VENDOR-TUBPA RIGID CONDUIT ITEM#: P/N: 3B90	1289.20 / 100	386.76
75	613400 ERICO INTERNATIONAL CORPORATION GR RODPTDCU-BONDNOM 3/4INX10FT10MIL ITEM#: P/N: 3B102	19.54 / 1	1,465.50

Handwritten notes: 25, 25, 25, 25, 25, 20 5574007-2A, 8/22

Handwritten: Brad Sign FES

<input type="checkbox"/> PO Missing	DATE	DONE?
<input type="checkbox"/> PO Closed		
<input type="checkbox"/> PO Pricing/Quantity Diff.		
<input type="checkbox"/> No Routing Code		
<input type="checkbox"/> G/L Account Coding Missing		
<input checked="" type="checkbox"/> Other	8-17-17	8/22

Handwritten: 8720 - Line 2 - 4633.40
8725 - Line 3 - 1465.50

Terms of Payment Net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total Freight & Handling Tax Total Due	6,098.90 0.00 0.00 6,098.90
--	---	--------------------------------------

Handwritten: What lines, 8/17, ENTERED 8-15-17, KR

Subject to standard terms and conditions on the last page.

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

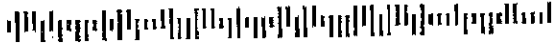
RECEIVED
AUG 14 2017
By: _____

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 992855303
Invoice Date: 08/09/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490

454 2 FP 0.453 E0090 10712 02732837143 S2 P4529131 0007:0008



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
PO Box 27
OSAWATOMIE KS 66064

Order No: 5574007-02						SO#: 359254300																		
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To																		
8015799194		GRAYBAR	08/09/2017	KANSAS CITY, MO	S/P - F/A																			
Signed For By: BRAD																								
Quantity	Catalog # / Description	Unit Price / Unit			Amount																			
10	EXPCOUP-2-6-IN-MAX GENERIC VENDOR-PVCPA EXP CPLG (2-PIECE) ITEM#: P/N: 3B78	1324.00 / 100			132.40																			
32	INT-SPACER-3X3 GENERIC VENDOR-PVCPA INTER SPACER ITEM#: P/N: 3B137	77.00 / 100			24.64																			
64	INT-SPACER-4X3 GENERIC VENDOR-PVCPA INTER SPACER ITEM#: P/N: 3B138	81.00 / 100			51.84																			
61	GC1116C HUBBELL POWER SYSTEMS SGL CBL U-BOLT GRD CONN ITEM#: P/N: 3B107	34.19 / 1			2,085.59																			
50	GC143AG2 HUBBELL POWER SYSTEMS STL GRD CBL CLAMP ITEM#: P/N: 3B114	4.29 / 1			214.50																			
3	CVS-40 4-1/C ADALET DIV OF SCOTT FETZER COMPANY ITEM#: P/N: 3B91	262.06 / 1			786.18																			
<p>5574007-2A</p> <table border="1"> <tr> <th>ISSUE</th> <th>DATE</th> <th>DONE?</th> </tr> <tr> <td><input type="checkbox"/> PO Missing</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> PO Closed</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> PO Pricing/Quantity Diff.</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> No Routing Code</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> C/L Account Coding Missing</td> <td></td> <td></td> </tr> </table> <p>8/17</p>		ISSUE	DATE	DONE?	<input type="checkbox"/> PO Missing			<input type="checkbox"/> PO Closed			<input type="checkbox"/> PO Pricing/Quantity Diff.			<input type="checkbox"/> No Routing Code			<input type="checkbox"/> C/L Account Coding Missing			<p>8720. Line 2 = 2300.09 8725. Line 3 = 918.58 8735. Line 5 = 76.48</p>				
ISSUE	DATE	DONE?																						
<input type="checkbox"/> PO Missing																								
<input type="checkbox"/> PO Closed																								
<input type="checkbox"/> PO Pricing/Quantity Diff.																								
<input type="checkbox"/> No Routing Code																								
<input type="checkbox"/> C/L Account Coding Missing																								
Terms of Payment 2% 30 Days, net 60 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total Freight & Handling Tax Total Due Cash Discount (if paid within terms)		3,295.15 0.00 0.00 3,295.15 65.90-																		



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

INVOICE

Invoice Questions Please Call Or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993209451
Invoice Date: 08/29/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

RECEIVED
SEP 05 2017
BY _____

Payment Remittance To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490

543 2 MB 0.423 E0034X 10254 02792931825 52 P4582408 0001:0009



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Order No: 5574007-02							SO#: 359264300
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
8016082277		GRAYBAR	08/28/2017	KANSAS CITY, MO	S/P - F/A		
Signed For By: BRAD SEE							
Quantity	Catalog # / Description			Unit Price / Unit	Amount		
6	CR201 HUBBELL WIRING DEVICES DUP RCPT COMM GRD 20A 125V 5-20R IV ITEM#: P/N: 2B5			1.07 / 1	6.42		
3	GFNT2-I LEVITON MANUFACTURING COMPANY, INC 20A SLIM GFCI WWP ITEM#: P/N: 2B6			11.67 / 1	35.01		
3	IH3-1-LM THOMAS & BETTS CORP - ELECTRICAL LE IH31LM 1/2IN D-T DEV BX WMNT LGS ITEM#: P/N: 2B7			6.82 / 1	20.46		
3	CCGV THOMAS & BETTS CORP - ELECTRICAL LE CCGV D-T GFCI VERT DEV MT CVR ITEM#: P/N: 2B7			0.00	0.00		
4 /	1451-2I LEVITON MANUFACTURING COMPANY, INC SP 15A 120V IV AC SW ITEM#: P/N: 2B8			0.73 / 1	2.92		
40	37A09-12-120-STSC COOPER B-LINE SYSTEMS ITEM#: P/N: 2B9 CABLE TRAY			1771.20 / 100	708.48		
1	CSD363612 HOFFMAN ENCLOSURES, INC WALL-MOUNT TYPE 4 12 ENCLOSURE ITEM#: P/N: 2B10			512.47 / 1	512.47		
40	PENGUIN-CUT REEL GENERIC VENDOR WIRE-WYRPA 4/0 ACSR 8/1 ITEM#: P/N: 3B17			1080.00 / 1000	43.20		
300	LINNET-CUT REEL GENERIC VENDOR WIRE-WYRPA 338.4 ALUM ACSR 26/7 ITEM#: P/N: 3B18			970.00 / 1000	291.00		
250	3/8 EHS-A-7W-250-C-NSP NATIONAL STRAND PROD. WIR STL C WT STATIC 7 STR ITEM#: P/N: 3B19			282.61 / 1000	70.65		

Subject to standard terms and conditions on the last page.

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions: Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993209451
Invoice Date: 08/29/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
200	BARE-CU-MHD-1-7STR-CUT-REEL GENERIC VENDOR WIRE-WYRPA ITEM#: P/N: 3B20 BARE CU	1890.00 / 1000	378.00
812	THHN-2/0-STR-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 19 STR 600V 90DEG CU ITEM#: P/N: 3B23	1780.00 / 1000	1,089.36
18	5601-2/0 3M CO. - ELECTRICAL MARKETS DIV. COLD SHRINK TERMINATION KIT 4 SKIRT CN ITEM#: P/N: 3B25	61.46 / 1	1,106.28
2	5601-1/0 3M CO. - ELECTRICAL MARKETS DIV. COLD SHRINK TERMINATION KIT 4 SKIRT CN ITEM#: P/N: 3B26	56.33 / 1	112.66
21	VACL138 HUBBELL POWER SYSTEMS ALUM COMP TERM ITEM#: P/N: 3B29	3.99 / 1	83.79
12	CF1010-1 THOMAS & BETTS CORP - ELECTRICAL COMPRESSION ITEM#: P/N: 3B30	238.00 / 100	28.56
6	ICA0255 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B31 BRZ BOLTED CABLE/TUBE SUPPORT	50.45 / 1	302.70
3	ADSF141D3412 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B33 AL STUD TO FLAT CONNECTOR	82.86 / 1	248.58
3	CL-07-4A SEFCOR INC ITEM#: P/N: 3B34 COMPRESSION CONNECTOR	78.11 / 1	234.33
3	ADST142012 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B35 AL STUD TO TUBE CONNECTOR	68.87 / 1	206.61

Subject to standard terms and conditions on the last page.

543 2 MB 0.423 E0034X 10255 112782931825 S2 P4582409 0002:0009

Page 2 of 7

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993209451
Invoice Date: 08/29/2017
Account Number: JP8744587
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments to:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
3	WFTF20D HUBBELL POWER SYSTEMS ITEM#: P/N: 3B36 AL WELD EXPANSION TERMINAL	249.11 / 1	747.33
3	ATTF20201 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B37 AL BOLTED TUBE-FLAT TEE	41.12 / 1	123.36
6	ACBI20 HUBBELL POWER SYSTEMS END CAP AL TUBING ITEM#: P/N: 3B38	10.05 / 1	60.30
2	WLBUA-8 SEFCOR INC ITEM#: P/N: 3B39 WELDED SPHERICAL PIPE MAIN TO PIPE TAP	107.41 / 1	214.82
6	ORT220808 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B47 OPEN RUN CABLE-CABLE TEE	68.89 / 1	413.34
9	TSC150 HUBBELL POWER SYSTEMS AL TRUN SUSP CLAMP ITEM#: P/N: 3B48	8.29 / 1	74.61
2	AF8872 ALUMA-FORM INC BOLT DA 5/8X22 W/4 NUTS ITEM#: P/N: 3B50	2.41 / 1	4.82
6	AF8707 ALUMA-FORM INC BOLT MACH 1/2X7 SQ HD W/NUT ITEM#: P/N: 3B51	0.70 / 1	4.20
3	AF8914 ALUMA-FORM INC BOLT MACH 3/4X14 SQ HD W/NUT ITEM#: P/N: 3B52	1.81 / 1	5.43
1	DA4000120E4B9X2 GEOTEK, INC. 10 FT DE FIBERGLASS CROSSARM ITEM#: P/N: 3B53	413.83 / 1	413.83

Subject to standard terms and conditions on the last page.

543 2 MB 0.423 E0034X 10256 02782931825 S2 P4582409 0003:0009

Page 3 of 7

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions: Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993209451
Invoice Date: 08/29/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
6	AF8582 ALUMA-FORM INC LOCKNUT MF SQ 1/2IN HDG ITEM#: P/N: 3B54 96	0.13 / 1	0.78
8	AF8583 ALUMA-FORM INC LOCKNUT MF SQ 5/8IN HDG ITEM#: P/N: 3B55 96	0.13 / 1	1.04
3	AF8584 ALUMA-FORM INC LOCKNUT MF SQ 3/4IN HDG ITEM#: P/N: 3B56 96	0.26 / 1	0.78
6	PS6803 HUBBELL POWER SYSTEMS 9/16X1-3/8 WASHER ROUND ITEM#: P/N: 3B57 96	0.10 / 1	0.60
8	AF1075 ALUMA-FORM INC WSHR SQ 2-1/4X2-1/4X3/16 FOR 5/8 ITEM#: P/N: 3B58 96	0.19 / 1	1.52
2	681012 HUBBELL POWER SYSTEMS 5/8 CURVED WASHER ITEM#: P/N: 3B59 96	0.52 / 1	1.04
9	CEEL093065 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B62 96 DUCTILE CLEVIS EYE LINK	35.38 / 1	318.42
7	80S0280209 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B63 96 VERI-LITE LINE POST SR 35KV	41.84 / 1	292.88
1	PG5 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B64 96 FLAT BACK CROSSARM GAIN	18.25 / 1	18.25
6	4050031400 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B66 96 VERI-LITE DISTRIBUTION SUSP INSULATOR	55.11 / 1	330.66

Subject to standard terms and conditions on the last page.

543 2 MB 0.423 E0034X 10257 02782931825 S2 P4562409 0004:0009

Page 4 of 7

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993209451
Invoice Date: 08/29/2017
Account Number: JP8744587
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
6	YBC30 HUBBELL POWER SYSTEMS BALL Y-CLEVIS ITEM#: P/N: 3B67	10.84 / 1	65.04
3	SWDE55C HUBBELL POWER SYSTEMS DEADEND DUCTILE QUADRANT ITEM#: P/N: 3B68	55.69 / 1	167.07
6	SD70N HUBBELL POWER SYSTEMS DEADEND CLAMP ITEM#: P/N: 3B69	47.99 / 1	287.94
1	BOX-6 X 8 X 4 GENERIC VENDOR-PVCPA JUNCTION BOX WITH COVER ITEM#: P/N: 3B70	948.00 / 100	9.48
0	THHN-500MCM-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 37 STR 600V 90DEG CU ITEM#: P/N: 4B1	0.00	0.00
1000	THHN-500MCM-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 37 STR 600V 90DEG CU ITEM#: P/N: 4B1	6046.78 / 1000	6,046.78
1000	THHN-500MCM-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 37 STR 600V 90DEG CU ITEM#: P/N: 4B1	6046.78 / 1000	6,046.78
1000	THHN-500MCM-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 37 STR 600V 90DEG CU ITEM#: P/N: 4B1	6046.78 / 1000	6,046.78
1000	THHN-500MCM-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 37 STR 600V 90DEG CU ITEM#: P/N: 4B1	6046.78 / 1000	6,046.78
650	VNTC-10-4-ER-CUT REEL GENERIC VENDOR-WYRPS 600V THHN/PVC E-2 TC/ER ITEM#: P/N: 4B2	702.70 / 1000	456.78

Subject to standard terms and conditions on the last page.

543 2 MB 0.423 E0034X 10258 02782931825 S2 P4582408 0005:0008

Page 5 of 7

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 993208451
Invoice Date: 08/29/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Mail Payment To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
201 9TH STREET
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
2000	VNTC-12-12-ER-CUT REEL GENERIC VENDOR-WYRPS 600V THHN/PVC E-2 TC/ER ITEM#: P/N: 4B3 30	1189.19 / 1000	2,378.38
1500	8719 080500 BELDEN 1P16FS-CM-CH-R5-BED ITEM#: P/N: 4B4 30	743.63 / 1000	1,115.45
50	BARE-CU-SD-1/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B21 10	1460.00 / 1000	73.00
1000	5ENP4P24-BL-P-CMS-PV COMMSCOPE TECHNOLOGIES LLC. 5E BLUE 884034614/10 ITEM#: P/N: 4B5 30	123.19 / 1000	123.19
4	CS120I HUBBELL WIRING DEVICES SWITCH SPEC SP 20A 120/277V IV ITEM#: P/N: 2B8 45	1.73 / 1	6.92
9	TSC106 HUBBELL POWER SYSTEMS AL TRUN SUSP CLAMP ITEM#: P/N: 3B48 894	8.29 / 1	74.61
21	YA1CL2TC38 BURNDY LLC CU HYDENT 1 STRAIGHT 2 3/8 ITEM#: P/N: 3B29 10	3.99 / 1	83.79
2	VBC2Q ERICO INTERNATIONAL CORPORATION MOLDCABLE TO VERT STLVERT TAP DOWN Add 20	90.17 / 1	180.34
3	L160 ERICO INTERNATIONAL CORPORATION E-Z CHANGE HANDLE CLAMPS 20	48.47 / 1	145.41
20	150PLUSF20 ERICO INTERNATIONAL CORPORATION CADWELD PLUS WELD METAL 1000 200 20	7.78 / 1	155.60

Subject to standard terms and conditions on the last page.

543 2 MB 0.423 E0034X 10259 02782931825 S2 P4582409 0006:0009

Page 6 of 7

INVOICE



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 992855302
Invoice Date: 08/09/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:
GRAYBAR ELECTRIC CO.
PO BOX 504480
SAINT LOUIS MO 63150-4490

454 2 FP 0.453 EDD90X 10708 02732837141 S2 P4529131 0001:0008



IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE NE 68949-0027

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AUG 14 2017
BY: _____

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IES COMMERCIAL/9TH ST SUBSTATION
PO Box 27
OSAWATOMIE KS 66064

Order No: 5574007-02						SO#: 359264300	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
8015799194		GRAYBAR	08/09/2017	KANSAS CITY, MO	S/P - F/A		

Signed For By: BRAD

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	BOX-4 X 4 X 4 GENERIC VENDOR-PVCPA JUNCTION BOX WITH COVER ITEM#: P/N: 3B71	774.00 / 100	7.74
3	H100-TB THOMAS & BETTS CORP - ELECTRICAL TC H100TB 1IN ZINC CONDUIT HUB ITEM#: P/N: 3B73	445.00 / 100	13.35
4	LR38 COOPER CROUSE-HINDS DIVISION 1 LR FORM 8 CNDT BODY ITEM#: P/N: 3B74	30.59 / 1	122.36
4	380G COOPER CROUSE-HINDS DIVISION 1IN FORM 8 CVR W/INTEGRAL GASKET ITEM#: P/N: 3B74	0.00	0.00
25	LTC100-500 THOMAS & BETTS CORP - ELECTRICAL TC LTC100500 1IN NM LT CONDUIT 500FT ITEM#: P/N: 3B75	285.97 / 100	71.49
10	NMLT100 ARLINGTON INDUSTRIES 1-IN STR L/T PVC CONN ITEM#: P/N: 3B76	1.26 / 1	12.60
24	ELL-90-2 GENERIC VENDOR-PVCPA SCH40 ELBOW ITEM#: P/N: 3B79	128.00 / 100	30.72
22	TA-2 GENERIC VENDOR-PVCPA TERMINAL ADAPTER ITEM#: P/N: 3B80	47.00 / 100	10.34
22	106-S BRIDGEPORT FITTINGS INCORPORATED 2 IN UL STEEL CONDUIT LOCKNUT ITEM#: P/N: 3B81	41.00 / 100	9.02
22	326 BRIDGEPORT FITTINGS INCORPORATED 2 IN PLASTIC BSHNG ITEM#: P/N: 3B82	34.00 / 100	7.48



3300 NORTH 35TH ST
LINCOLN NE 68504-1558

INVOICE

Invoice Questions Please Call or Email
402-325-2400 or ARQuestions@graybar.com

Invoice No: 992855302
Invoice Date: 08/09/2017
Account Number: JP8744567
Account Name: IES COMMERCIAL/9TH ST SUBSTATION

Remit Payments To:
GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490



IES COMMERCIAL, INC.
PO BOX 27
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Ship to:
IES COMMERCIAL/9TH ST SUBSTATION
PO Box 27
OSAWATOMIE KS 66064

Quantity	Catalog # / Description	Unit Price / Unit	Amount
6	BELL-END-3 GENERIC VENDOR-PVCPA SCH40 BELL END ITEM#: P/N: 3B84	267.00 / 100	16.02
36	ELL-90-4-36R GENERIC VENDOR-PVCPA <i>Return 30</i> SCH40 ELBOW ITEM#: P/N: 3B87	1826.00 / 100	657.36
39	BELL-END-4 GENERIC VENDOR-PVCPA <i>Return 30</i> SCH40 BELL END ITEM#: P/N: 3B88	257.00 / 100	100.23
28	FA-4 GENERIC VENDOR-PVCPA <i>Return 25</i> FEMALE ADAPTER ITEM#: P/N: 3B89	173.00 / 100	48.44
0	BARE-CU-SD-4/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B103	0.00	0.00
1000	BARE-CU-SD-4/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B103	2345.74 / 1000	2,345.74
1000	BARE-CU-SD-4/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B103	2345.74 / 1000	2,345.74
1000	BARE-CU-SD-4/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B103	2345.74 / 1000	2,345.74
100	BARE-CU-SD-4/0-19STR-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B103	2345.74 / 1000	234.57
610	BARE-CU-SD-2-SOL-TIN-CUT REEL GENERIC VENDOR WIRE-WYRPA TINNED BARE CU ITEM#: P/N: 3B104	797.77 / 1000	486.64

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 Account Name: IES COMMERCIAL/9TH ST SUBSTATIO

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Ship to:
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 PO Box 27
 OSAWATOMIE KS 66064



IES COMMERCIAL, INC.
 PO BOX 27
 HOLDREGE NE 68949-0027

Quantity	Catalog # / Description	Unit Price / Unit	Amount
360	SBN6 HUBBELL POWER SYSTEMS SPLIT BOLT 6 SOL/8 STR. ITEM#: P/N: 3B105	1.02 / 1	367.2 <i>367.20</i>
49	GC1118C HUBBELL POWER SYSTEMS SGL CBL U-BOLT GRD CONN ITEM#: P/N: 3B106	34.19 / 1	1,675.3
20	GC110122C HUBBELL POWER SYSTEMS ITEM#: P/N: 3B108 GROUNDING CLAMP	28.89 / 1	577.8
8	GC1117C HUBBELL POWER SYSTEMS SGL CBL U-BOLT GRD CONN ITEM#: P/N: 3B109	28.29 / 1	226.3
8	GC10906 HUBBELL POWER SYSTEMS GROUND GC 109 06 ITEM#: P/N: 3B110	15.55 / 1	124.4
8	GB1003B HUBBELL POWER SYSTEMS ITEM#: P/N: 3B111 GROUNDING BRAID	27.95 / 1	223.6
61	YA2CL6BOX BURNDY LLC 2STRAIGHT CU 1-HOLE SHORT 1/2 ITEM#: P/N: 3B112	146.00 / 100	89.0
100	GC141AG2 HUBBELL POWER SYSTEMS STL GRD CBL CLAMP ITEM#: P/N: 3B113	4.29 / 1	429.0
50	GC141AG2 HUBBELL POWER SYSTEMS STL GRD CBL CLAMP ITEM#: P/N: 3B114	4.29 / 1	214.5
30	SWL025B HUBBELL POWER SYSTEMS BRONZE TERMINAL ITEM#: P/N: 3B115	16.83 / 1	504.9

*Should have been
2-cable GC143AG2*

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Quantity	Catalog # / Description	Unit Price / Unit	Amount
6	M718743001 HUBBELL POWER SYSTEMS ITEM#: P/N: 3B116 TERMINAL ASSEMBLY	8.87 / 1	53.22
5	KA25 BURNDY LLC 4-1/0 CU LUG ST SCR 1H ITEM#: P/N: 3B117	318.00 / 100	1590.00
100	BARE-CU-SD-4-SOL-CUT REEL GENERIC VENDOR WIRE-WYRPA BARE CU ITEM#: P/N: 3B118	455.64 / 1000	45564.00
4	GYE182Q ERICO INTERNATIONAL CORPORATION MOLDCABLE TO GRD RODVERT X HORZ THRU C ITEM#: P/N: 3B119	199.39 / 1	797.56
6	TAC2Q2Q ERICO INTERNATIONAL CORPORATION MOLDCABLEHORZ TEE ITEM#: P/N: 3B120	71.19 / 1	427.14
4	XBQ2Q2Q ERICO INTERNATIONAL CORPORATION MOLDCABLEHORZ X LAPPED 2-PC HORZ SPLI ITEM#: P/N: 3B121	135.92 / 1	543.68
1	PLUSCU ERICO INTERNATIONAL CORPORATION IGNITOR CONTROL UNIT ITEM#: P/N: 3B122	102.22 / 1	102.22
50	250PLUSF20 ERICO INTERNATIONAL CORPORATION CALDWELL PLUS WELD METAL ITEM#: P/N: 3B123	11.23 / 1	561.50
200	150PLUSF20 ERICO INTERNATIONAL CORPORATION CADWELD PLUS WELD METAL ITEM#: P/N: 3B124	7.78 / 1	1556.00
1	U7040-RL-TG-KK MILBANK MANUFACTURING CO 200A 4T RL OU ITEM#: P/N: 3B127	82.61 / 1	82.61

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PO BOX 27
HOLDREGE NE 68949-0027

Quantity	Catalog # / Description	Unit Price / Unit	Amou
200	VNTC-8-3-CUT-REEL GENERIC VENDOR WIRE-WYRPA ITEM#: P/N: 3B129 600V THHN/PVC E-1 TC/ER <i>4C/#8</i>	1027.03 / 1000	205.4
400	VNTC-10-2-CUT REEL GENERIC VENDOR-WYRPS 600V THHN/PVC E-2 TC/ER ITEM#: P/N: 3B130	378.38 / 1000	151.3
500	VNTC-10-4-CUT-REEL GENERIC VENDOR WIRE-WYRPA ITEM#: P/N: 3B131 600V THHN/PVC E-1 TC/ER	1027.03 / 1000	513.5
200	VNTC-10-5-ER-CUT REEL GENERIC VENDOR-WYRPS 600V THHN/PVC E-2 TC/ER ITEM#: P/N: 3B132	918.92 / 1000	183.7
250	1005SVNTC GENERIC VENDOR WIRE-WYRPA ITEM#: P/N: 3B133 10AWG 5/C 600V VNTC SHLD	2162.16 / 1000	540.5
200	VNTC-10-12-CUT REEL GENERIC VENDOR WIRE-WYRPA ITEM#: P/N: 3B134 600V THHN/PVC E-2 TC/ER	2000.00 / 1000	400.0
150	THHN-3/0-STR-BLK-CUT REEL GENERIC VENDOR WIRE-WYRPA THHN/THWN-2 19 STR 600V 90DEG CU ITEM#: P/N: 3B135	2079.96 / 1000	311.9
16	S287J THOMAS & BETTS CORPORATION 2 SNAP-LOC REDUCER ITEM#: P/N: 3B136	106.00 / 100	16.9
6	TA-3 GENERIC VENDOR-PVCPA TERMINAL ADAPTER ITEM#: P/N: 4B6	119.00 / 100	7.1
6	108-S BRIDGEPORT FITTINGS INCORPORATED 3 IN UL CONDUIT LOCKNUT ITEM#: P/N: 4B7	114.00 / 100	6.8

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: Gaming Park License Application

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The final step in the approval of the construction of a new paintball park in the Northland is the approval of the gaming park license application, as required by the recently passed Ordinance 3753. In that ordinance, the Council amended the city code to allow the discharge of air gun, air rifle, bow and arrow, slingshot, BB gun or paintball guns within the confines of a building, or at a lawfully operated and city licensed paintball or airsoft park. Douglas Petroskey and Shoot House LLC have submitted an application to operate such park on the leased piece of land in the Northland located at 29500 w. 343rd St. Osawatomie, KS 66064. The site plan presented for the paintball park meets all the necessary code and zoning requirements necessary to begin construction and eventually operate at this location.

Attached is the owner's overview of the benefits of a local park and a site plan for the park. The park will consist of four fields, an office building and a storage container used for securing equipment. The fields will be primarily constructed of plywood, sandbags, and 55-gallon plastic barrels. The fields will be surrounded by nets to ensure no paintball escape the field of play.

The park aims to make safety the number one priority. To ensure the safety of all their participants the park will have operating rules that will be strictly enforced at all times. Some of these rules include requiring protective masks to be worn at all times, pre-match safety inspections, on site medical supplies and an emergency action plan will be in place. The park will also require all participants to sign waivers prior to playing and will have insurance coverage as required by city ordinance.

If approved, the license will be issued today and will expire at the end of the calendar year December 31, 2019. Any license issued may be suspended or revoked following a vote of the City Council should the park operate outside of the rules and regulations set forth in ordinance 3753.

COUNCIL ACTION NEEDED: Discuss all considerations of a paintball park and take action on approval or denial of the application for licensure.

STAFF RECOMMENDATION TO COUNCIL: Approve the gaming park application for a license.

CITY OF OSAWATOMIE



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

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

L. Mark Govea, Mayor

APPLICATION FOR GAMING PARK LICENSE

Business Owner Information

Name of Owner: Douglas Petroskey

Address: 21650 Johnson Spring Hill Kansas 66083
(street) (city) (state) (zip)

Telephone Number: [REDACTED]

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Business Information

Name: Shoot House LLC

Mailing Address: 21650 Johnson Spring Hill Kansas 66083
(street) (city) (state) (zip)

Business Address: 29500 W 343rd Osawatomie Kansas 66064
(street) (city) (state) (zip)

Telephone Number: 913 206 7942

State Sales Tax Number: 8102469

In addition to this application the applicant must provide the city with a copy of the following:

- Ownership Information demonstrating that the applicant is the legal property owner or lessees
- A written facility description of the shooting range facility, its location and uses abutting the property
- A site plan for the entire gaming park that clearly depicts property lines
- Security and Access Plan
- Operations Plan


- Certificate of Liability insurance (minimum coverage of \$1,000,000). The policy shall name the City of Osawatomie as additional insured.
- A licensing fee payment of no less than \$100 as established by the city's annual fee schedule

An approved park will meet certain requirements as listed below.

- A maximum discharge speed of 320 feet per second.
- Protective structure (netting) to keep shots within the gaming area.
- Noise restrictions of 65 decibels.
- Minimum of 2 acres in size.
- At least 250 feet from an occupied residence.
- Restricts operations to daylight hours.
- Requires the use of protective mask or goggles.
- Requires biodegradable projectiles unless a debris sweeping and collection plan is approved.
- Requires a minimum of \$1.0 million in liability insurance and requires the City to be named as additional insured.

A more detailed description of the necessary attached documents may be found in Osawatomie City Ordinance No. 3753

I, Douglas Petroskey, the above named applicant do agree to the rules and regulations set forth by Ordinance No. 3753 regulating gaming parks in the City of Osawatomie and that all of the above information in the application is complete and true.


Applicant Signature

9/26/2017
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patrick A. Carter Insurance Agency Inc. 8704 Bourgade Ave. Ste 200 Lenexa, KS 66219	913.248.8861 913.825.3440	CONTACT NAME: Patrick A. Carter Insurance Agency Inc. PHONE (A/C. No. Ext): 913.248.8861 E-MAIL ADDRESS: pcarter2@farmersagent.com	FAX (A/C. No): 913.825.3440
INSURED Shoot House LLC 29500 W. 343rd Osawatomie, KS 66064		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 17370

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NN818919	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>					\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A					\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Osawatomie is listed as an additional insured as respects to General Liability

CERTIFICATE HOLDER City of Osawatomie Kansas 439 Main St. Osawatomie, KS 66064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CITY OF OSAWATOMIE



Gaming Park License

**Shoot House LLC
29500 W. 343rd St.
Osawatomie, KS 66064**

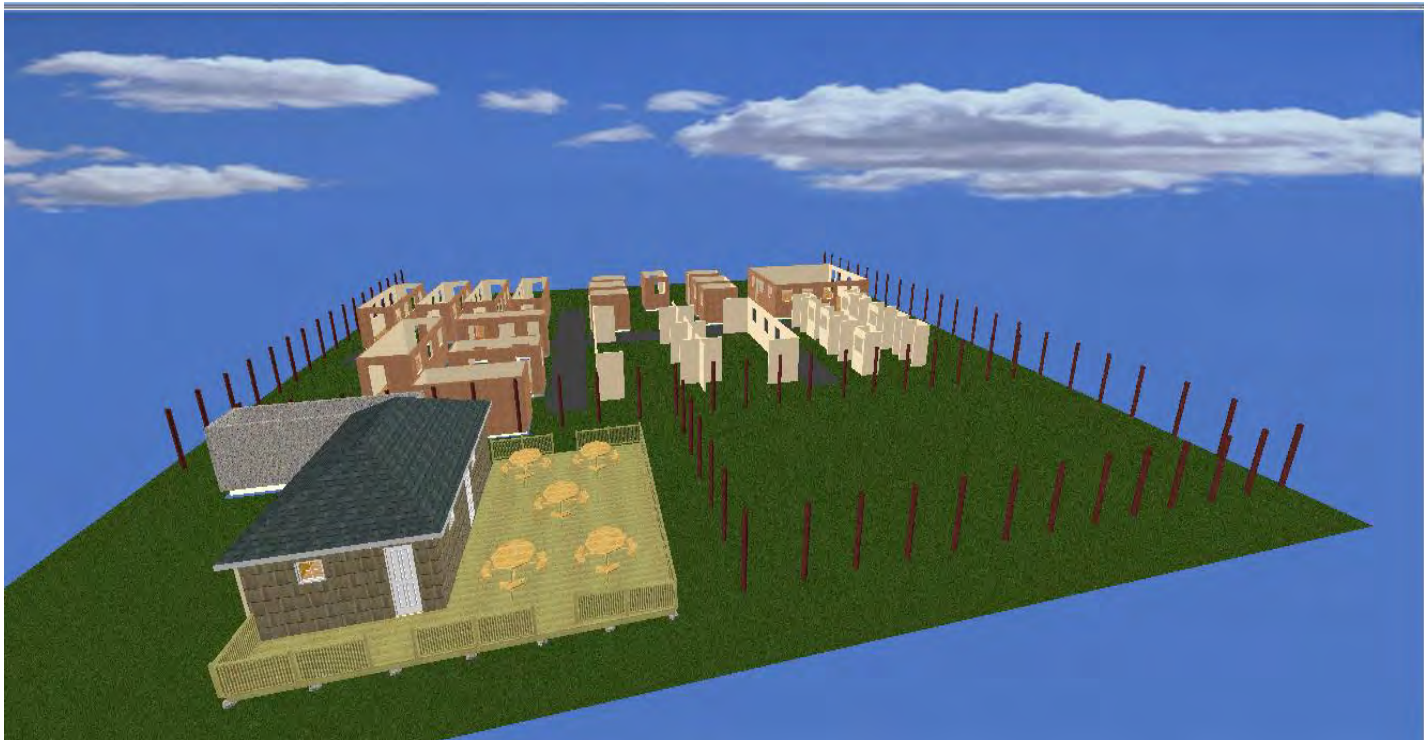
License Number: 20171
Granted To: Douglas Petroskey
21650 W Johnson
Spring Hill, Kansas 66083

Issue Date: September 14, 2017
Issued in accordance with the rules and regulations set forth in Osawatomie City Ordinance 3753 and the Code of the City of Osawatomie. License is hereby granted to operate the above reference business. Please post license in public view

Expiration Date: December 31, 2019

Business Owner

L. Mark Govea, Mayor





CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: Waste Management Issues

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Since Waste Management (WM) took over the operations of L&K Services in the spring of last year, we have encountered several growing pains through the transition. We also continue to experience issues with billing, bulk pickup and customer interactions. I would like to briefly lay out the issues and then discuss some possible solutions.

Billing. The issue with billing has improved somewhat, but we continue to have problems pop up that didn't occur under the L&K operation. Also, WM has been unsatisfied with our procedures for reporting accounts. There have been conversations where WM corporate seemed to want us to pay for all accounts and the uncollected balance would be the City's burden. However, that is not how our contract is structured and to do so would be a significant cost to the City. Furthermore, we have had issues with WM billing commercial accounts for overages which is not covered under our contract. I believe we have worked out how that is to be handled, but it shows how the local staff (former L&K and Deffanbaugh) are constantly having to intervene to fix corporate mistakes. The bottom line on billing is that our contract doesn't seem to be a concern with corporate as they want to make our service line up with corporate procedures.

Customer Interactions. City staff continues to field numerous calls and complaints about the customer interaction with the WM call center. They often have incorrect or incomplete information and don't provide correct instructions to customers on trash rules. Furthermore, in an effort to be helpful, local WM staff are making sure services get fixed or completed so we don't have trash sitting around, but it doesn't help teach people how to properly use the system. Furthermore, we have had single trash issues which have easily taken up 2-3 hours of City staff time to fix the interactions between City customers and WM staff.

Bulk Pickup. No other service best exemplifies the problems with the WM changes than does the change to bulk pickup. We have always had an issue with people sitting bulk trash out too early, but since the change that problem seems to have spread like a virus. The only change in the service was to be that people had to call in before 5pm on the Tuesday before their trash day to get bulk items picked up. Instead, people have just started sitting out items whenever they like and calling in. Our staff this summer has had to notify dozens of residents that they are doing this incorrectly. To make matters worse, WM is picking up bulk on both sides of town on pickup days (instead of the scheduled manner) and the call center is not advising people correctly. This has led to chaos in this process. It is also eating up tons of staff time that we need to be spending on other issues. The \$0.65 per bill doesn't begin to provide an adequate franchise fee for the service, let alone provide adequate funds for the City's staff time dedicated to the issue.

Possible Changes

As staff has mentioned before, we believe there are some common sense changes to this process that could occur and help fix some of these and other related issues.

Direct Billing. Staff believes that as long as a major multi-state corporation is the provider, trying to integrate their billing procedures with our is asking for problems. We would advocate moving to direct billing for services and treating trash like we do other franchise services like gas, phone and internet. However, we will need to do some periodic verification to make sure people have trash service. Most likely that will come in the requirement that people have trash service in order to turn accounts and notification from WM when a service is terminated.

This change would help by letting WM have all the information they need about an account status, since they are ultimately in charge of it. There wouldn't be any lag in their account information and the customer will know exactly who they have to deal with to get their trash issues dealt with. We don't get many calls about citizens' internet or gas bills.

We would also continue to have a contract agreement under this arrangement that would allow us to keep some control on pricing and set restrictions on the types of trucks and services on our streets. That is a major issue for the City as letting multiple providers in creates even more wear and tear on City streets.

Eliminate Bulk Pickup. The current system is virtually unenforceable and is typically the first example cited when people talk about how "trashy" our City is. This process encourages people to place their junk out in plain view on a regular basis. It has also created a mind-set where people somehow don't feel they are responsible for their trash. My staff believes that more than 90% of the complaints they get about yards being trashy is related to bulk pickup items being left out.

Instead of this program, I would prefer the City go back to a once a year type cleanup where we can determine the days that we will haul bulk items to the landfill. We may need to contract out or rent some dump trucks, but I think this will stop the abuse that happens, primarily from renters that dump their stuff on the curb and leave. Also, not allowing regular pickup of bulk items will make it much easier for the City to enforce items left at the curb. We can just start writing tickets instead of trying to figure out if they called in for a pickup. We will let the court handle it and start fining them for each day the trash is sitting at the curb.

Finally, these changes will make people accountable for their trash as is the case in almost every other community. I believe that bulk pickup just continues to perpetuate the idea that the residents and property owners don't have any responsibility for keeping up the community and the City is here to take care of it all.

Summary. One or both of these changes would dramatically help with our current issues, but I am certain that the status quo will leave us chasing our tails and not making any headway on this issue. I am also deeply concerned about staffing. Almost every office staff member is dealing with these issues and our Nuisance Officer/Meter Reader is killing himself trying to keep up with all the complaints and meter problems (issue for another day) and then gets to hear from the Council, Facebook and random people how we aren't doing anything about nuisances and bulk items. That is not a situation that is sustainable for any person when there is no job satisfaction and no recognition for the efforts.

With that, I welcome a discussion on this issue. Representatives of Waste Management will be at the meeting to also provide comments.

COUNCIL ACTION NEEDED: None.

STAFF RECOMMENDATION TO COUNCIL: Provide direction to staff.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: Electric Project Budget

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We have experienced several surprises in the project over the last few months. This memo will go over the current budget status of the project and highlight a couple of the major expenses we still need to tackle.

KCPL. The City has been working with KCPL since early in this project to nail down the costs of our metering changes and the impact on its system communications. Communications are managed through a remote terminal unit (RTU), which is essentially a microprocessor-controlled electronic device that interfaces the City's system with KCPL's transmission lines by transmitting telemetry data back and forth to the KCPL system.

The City had two options available for the RTU needed at the 9th Street Station. Either we run a fiber line from 9th to 7th Street and utilize the existing RTU, or we set up a new RTU at the 9th Street location. After preliminary discussions we were told that the cost of the meter would be another \$9,000 over what we budgeted and the RTU set up would be around \$16,000. We built that \$25,000 metering charge into our budget.

After learning about our options, we believed that the smart move was to set up a new RTU at the 9th Street Substation and wait until we did our fiber loop to connect the two stations. Although we would have operating costs for the new RTU line (about \$500 for 7th Street currently) we felt like that was the best move for now. Since earlier this year, we have been working with AT&T and Centurylink to figure out the costs of getting a telecommunications line to the Paola substation from Osawatomie, but haven't had much luck.

Then, earlier this month (about a year later) we received a letter from KCPL that the costs to perform the work and to establish the RTUs would be \$74,000 for 9th Street AND another \$19,000 for 7th Street. This additional \$77,000 is not in the budget. We felt that amount was ridiculous knowing we would

have ongoing costs and didn't know the cost for the line from the telecommunication companies. We subsequently found out the annual cost for the new line would be around \$13,000 per year and not the \$6,000 we expected.

After receiving this information, we decided to go back to KCPL with our first option and we would look at running fiber between the sites. That estimate came back last week at \$35,000 for 7th Street and \$18,000 for 9th Street. We are still unsure why the cost is this high, but after adding in an estimate of \$40,000 for running the line between the sites, we believe this is the better option. The startup costs are essentially the same at \$40,000. We will eventually need to run this line anyway and we will avoid additional telecom operating charges for a second site.

JEO. We will need to do a change order for JEO's services based on a couple factors that have caused them additional time. The first is the KCPL issue. The second is the dirt contractor issue at the 9th Street Substation and Generator sites. I have estimated we will need an additional \$20,000 for a future change order.

Actual Costs. The good news about this budget is that I believe we have some overstated costs still in the budget. I am showing that the \$75,000 for dirt work that was originally budgeted was merely shifted to city provided work. I expect our costs will not reach that number. I am also hoping we still have an opportunity to push back at KCPL for their estimates and that our final costs will not be as high as they are stating.

COUNCIL ACTION NEEDED: Review and provide guidance to staff.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the fiber solution as it will provide a fiber run between two buildings, which the City will need in the future, and it will also eliminate additional monthly RTU costs. The payback of the additional cost of the fiber on its own would be less than 4 years.

**OSAWATOMIE 12MW ELECTRIC GENERATION
PROJECT BUDGET**

Updated 09-22-2017

	Dec-15 Budget	Updated Budget	Spent or Obligated w/ Proposals	Other Expected Expenditures	Available after Expected
PROJECT COSTS					
Generators					
Generator Units	\$ 1,600,000	\$ 1,671,400	\$ 1,671,400	\$ -	\$ -
Generator delivery	220,000	205,200	205,200	-	-
Generator Warranty (3 years)	90,000	70,000	58,446	-	11,554
Generator Megger Testing	6,000	6,000	6,000	-	-
Generator Load Testing	27,000	-	-	-	-
Generator Engine Testing	31,200	-	-	-	-
Load Testing & Startup		90,000	111,731	-	(21,731)
3-year Service Agreement		40,000	22,956	-	17,044
Gen #2 Repairs & Load Test	150,000	41,600	50,541	-	(8,941)
Subtotal - Generators	\$ 2,124,200	\$ 2,124,200	\$ 2,126,274	\$ -	\$ (2,074)
Substations					
7th Street Substation Modifications	\$ 682,609	\$ 844,917	\$ 844,917	\$ -	\$ 0
Substation Feeder Modifications	36,000	-	-	-	-
9th Street Substation	1,784,348	1,902,800	1,914,085	-	(11,285)
Substation Temporary Distribution	39,364	-	-	-	-
Subtotal - Substations	\$ 2,542,321	\$ 2,747,717	\$ 2,759,002	\$ -	\$ (11,285)
New Electric Shop	\$ 450,000	\$ 450,000	\$ 450,000	\$ -	\$ -
Engineering/Permitting					
Engineering Austin, NM Site Visit	\$ 3,840	\$ 3,840	\$ 3,840	\$ -	\$ -
Transport/Study and Report	23,400	23,400	23,400	-	-
JEO Engineering Contract	316,810	316,810	316,810	20,000	(20,000)
Permitting	-	10,000	10,034	-	(34)
SPP Studies		25,000	25,000	-	-
Fiber/RTUs		100,000	100,000	-	-
Surveying/Misc		22,000	15,514	-	6,486
Subtotal - Engineering/Permitting	\$ 344,050	\$ 501,050	\$ 494,598	\$ 20,000	\$ (13,548)
SUBTOTAL - PROJECT COSTS	\$ 5,460,571	\$ 5,822,967	\$ 5,829,873	\$ 20,000	\$ (26,906)
CONTINGENCIES					
Substation	\$ 377,579	\$ 220,579	\$ -	\$ -	\$ 220,579
KMEA Meters			-	-	-
All Other	104,840	48,240	-	-	48,240
Subtotal - Contingencies	\$ 482,419	\$ 268,819	\$ -	\$ -	\$ 268,819
TOTAL PROJECT BUDGET	\$ 5,942,990	\$ 6,091,786	\$ 5,829,873	\$ 20,000	\$ 241,913
FINANCING					
Bond Proceeds	\$ 5,848,570	\$ 5,899,414	\$ 5,899,414	\$ -	
Issuance Expenses		(41,764)	(41,764)	-	
Funds Available	\$ 5,848,570	\$ 5,857,650	\$ 5,857,650	\$ -	
(Over)/Under Project	\$ (94,420)	\$ (234,136)	\$ 27,777	\$ 7,777	\$ 7,777

**OSAWATOMIE 12MW ELECTRIC GENERATION
PROJECT BUDGET**

Updated 09-22-2017

				Spent or	Other	
<i>Sub-Station Obligated Contracts/Expenses</i>						
Sub/Purpose	Contractor	Amount	Chg Ordrs	Total	Paid to Date	Outstanding
7 Ground Grid	IES	\$ 34,264.00	\$ -	\$ 34,264.00	\$ 34,264.00	\$ -
7 Loading	Belger	24,300.00	530.00	24,830.00	24,830.00	-
7 Pads & Grading	City Staff	18,317.72	6,349.03	24,666.75	24,666.75	-
7 Phase II Const	IES	146,823.00	11,605.00	158,428.00	158,428.00	-
7 Rewind Trans	Solomon	63,090.00		63,090.00	63,090.00	-
7 Sub Controls	NMC	301,185.00	24,015.00	325,200.00	325,200.00	-
7 Switchgear	Midstates	182,761.00	31,677.00	214,438.00	209,096.00	5,342.00
7 Misc Exp		3,369.53	(3,369.53)	-	-	-
Subtotal 7th Sub		\$ 774,110.25	\$ 70,806.50	\$ 844,916.75	\$ 839,574.75	\$ 5,342.00
9 Loading	Belger	24,300.00		\$ 24,300.00	\$ 3,150.00	\$ 21,150.00
9 Pads & Grading	City Staff	20,000.00	75,000.00	95,000.00	22,626.41	72,373.59
9 Rewind Trans	Solomon	61,500.00		61,500.00	61,500.00	-
9 Sub Controls	NMC	313,073.00	5,765.00	318,838.00	11,917.00	306,921.00
9 Substation	IES	1,151,721.00	(30,326.00)	1,121,395.00		1,121,395.00
9 Transformer	VA Transfrm	283,019.00	1,257.50	284,276.50		284,276.50
9 Misc Exp		8,775.40		8,775.40	7,973.37	802.03
Subtotal 9th Sub		\$ 1,862,388.40	\$ 51,696.50	\$ 1,914,084.90	\$ 107,166.78	\$ 1,806,918.12
TOTAL Sub Contracts/Expenses		\$ 2,636,498.65	#####	\$ 2,759,001.65	\$ 946,741.53	\$ 1,812,260.12

ENGINEERING -PERMITTING

JEO

12/31/2015	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	10,432.50
12/31/2015	RECLASS JEO INVOICES		23,707.50
02/12/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	15,662.50
03/11/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	21,805.00
04/08/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	25,830.00
05/10/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	24,105.00
06/03/2016	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	9,386.25
07/22/2016	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	16,095.00
08/05/2016	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	23,674.25
08/26/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	10,382.50
10/28/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	20,122.00
11/18/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	10,632.50
12/16/2016	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	12,692.50
12/31/2016	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	18,685.00
01/30/2017	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	5,337.50
02/24/2017	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	10,120.50
04/28/2017	CONSULTING SERVICE	JEO CONSULTING GROUP, INC.	8,590.75
04/28/2017	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	11,052.50
06/30/2017	RECLASS JEO CONSULTING INVOICE		10,296.50
07/14/2017	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	9,934.00
07/28/2017	CONSULTING SERVICES	JEO CONSULTING GROUP, INC.	6,558.75

305,103.00

PERMITTING

01/31/2017	RECLASS SOUTHWEST POWER TOOL		10,000.00
02/24/2017	INTERCONNECTION STUDY A SOUTHWEST POWER POOL		15,000.00
03/31/2017	AIR QUALITY PERMIT	KANSAS DEPT OF HEALTH & ENVIRO	50.00
04/28/2017	EMISSION TESTING SERVICE	AIRSOURCE TECHNOLOGIES, INC.	7,567.00
08/26/2016	CONSTRUCTION PERMIT	KANSAS DEPT OF HEALTH & ENVIRO	2,417.34

35,034.34

BIDDING

05/27/2016	JEO PROJECT-7TH ST SUBST.	NPG NEWSPAPERS, INC.	92.86
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92.86

SURVEYS

12/31/2015	TOPOGRAPHIC SURVEYS	AFFINIS CORP	9,412.15
02/29/2016	TOPOGRAPHIC SURVEY	AFFINIS CORP	5,587.85
03/11/2016	TOGRAPHIC SURVEY	AFFINIS CORP	47.50
07/22/2016	TOPOGRAPHIC SURVEYS	AFFINIS CORP	373.80

15,421.30 15,514.16

GENERATORS

12/16/2016	VOLTAGE REGULATOR	MID STATES ENERGY WORKS, INC	1,544.53
10/28/2016	REPAIR TURBO ON UNIT 2	GE OIL & GAS COMPRESSION	10,967.78
12/29/2016	REMOVE & INSTALL TURBO	FOLEY INDUSTRIES	37,928.32
			50,440.63
12/29/2016	CHANGE OIL, REPLACE ALTEI	FOLEY INDUSTRIES	15,422.52
12/29/2016	CHANGE OIL, LOAD TES, INS	FOLEY INDUSTRIES	15,955.40
12/29/2016	CHANGE OIL, LOAD TEST	FOLEY INDUSTRIES	12,092.69
12/29/2016	CHANGE OIL, LOAD TEST	FOLEY INDUSTRIES	13,482.80
12/29/2016	CHANGE OIL, LOAD TEST	FOLEY INDUSTRIES	15,788.95
12/29/2016	CHANGE OIL, LOAD TEST	FOLEY INDUSTRIES	38,753.97
12/31/2016	CHANGE OIL, LOAD TEST	FOLEY INDUSTRIES	234.80
			111,731.13
12/23/2015	GENERATORS	SCHAEFER/DAVID//	1,626,600.00
12/31/2015	RECLASS DOWN PAYMENT FOR GENER		250,000.00
			1,876,600.00
12/31/2016	WARRANTY	FOLEY INDUSTRIES	9,741.00
12/31/2016	WARRENTY	FOLEY INDUSTRIES	9,741.00
12/31/2016	WARRENTY	FOLEY INDUSTRIES	9,741.00
12/31/2016	WARRENTY	FOLEY INDUSTRIES	9,741.00
12/31/2016	WARRENTY	FOLEY INDUSTRIES	9,741.00
12/31/2016	WARRENTY	FOLEY INDUSTRIES	9,741.00
			58,446.00

7TH STREET SUBSTATION

			Expense	Contract/ Budget
08/05/2016	CONCRETE TESTING, CYLIN BALDRIDGE ENGINEERING, LLC		228.00	
05/10/2016	CONDUIT	OLATHE WINSUPPLY CO.	620.00	
05/10/2016	CONDUIT	OLATHE WINSUPPLY CO.	1,805.67	
06/03/2016	TIE WIRES, NAIL STAKES	CARTER WATERS	405.00	
06/03/2016	REINFORCED STEEL, PAVING	CARTER WATERS	2,709.60	
06/03/2016	ANCHOR	KRIZ-DAVIS COMPANY	151.80	
06/03/2016	MATERIAL TO MOVE CIRCUIT	KRIZ-DAVIS COMPANY	802.03	
06/03/2016	WIRE	KRIZ-DAVIS COMPANY	170.00	
06/03/2016	LUMBER	MIAMI LUMBER INC.	129.48	
06/03/2016	BAR TIE, GRIP TWISTER	MIAMI LUMBER INC.	38.82	
06/10/2016	SPRAYER	LOGAN CONTRACTORS SUPPLY, INC.	117.09	
08/05/2016	WEDGE ANCHOR, BOSCH BIT	HOME DEPOT CREDIT SERVICES	170.03	
11/23/2016	INSTALL DOOR	WENDT'S CONSTRUCTION	1,825.00	
04/08/2016	CONDUIT FOR GENERATORS	OLATHE WINWATER WORKS	1,805.67	
04/15/2016	94047	OLATHE WINWATER WORKS	-1,805.67	
05/27/2016	SPIN SCREED	SPIN SCREED, INC.	1,784.00	
06/30/2016	RECLASS SPIN SCREED		-1,784.00	
12/31/2016	REIMBURSE EXPENSES TO WATER		5,278.00	
06/10/2016	CONCRETE PAD FOR GENERATOR	KINCAID READY MIX	2,612.50	
06/10/2016	CONCRETE-GENERATOR PAD	KINCAID READY MIX	2,612.50	
06/10/2016	CONCRETE FOR GENERATOR	KINCAID READY MIX	600.88	
07/29/2016	CONCRETE SLAB	KINCAID READY MIX	2,612.50	
07/29/2016	CONCRETE	KINCAID READY MIX	917.13	
08/31/2016	GRAVEL HAULING	R & J TRUCKING	441.30	
09/16/2016	GRAVEL	WADE QUARRIES	419.42	
			24,666.75	24,666.75
IES				
05/27/2016	GROUND GRID INSTALLATION	IES COMMERCIAL INC.	34,264.00	
08/19/2016	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	3,747.75	
10/14/2016	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	62,008.64	
10/14/2016	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	30,210.97	
01/30/2017	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	35,147.30	
01/30/2017	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	10,947.86	
06/09/2017	7TH STREET SUBSTATION PH	IES COMMERCIAL INC.	16,365.47	
			192,691.99	192692
MID STATES				
08/19/2016	7TH STREET SUBSTATION PH	MID STATES ENERGY WORKS, INC	6,255.90	
11/18/2016	7TH STREET SUBSTATION PH	MID STATES ENERGY WORKS, INC	79,114.50	
11/18/2016	7TH STREET SUBSTATION PH	MID STATES ENERGY WORKS, INC	79,641.00	
01/30/2017	7TH STREET SUBSTATION PH	MID STATES ENERGY WORKS, INC	18,334.60	
9/22/2017	7TH STREET SUBSTATION PH	MID STATES ENERGY WORKS, INC	25,750.00	
	Retainage Left to Pay			5,342.00
			209,096.00	214,438
SOLOMON				
10/28/2016	TRANSFORMERS	SOLOMAN CORPORATION	63,090.00	63090
NMC				
01/30/2017	7TH STREET SUBSTATION PH	NMC POWER SYSTEMS	281,890.35	
06/09/2017	GENERATOR AUTOMATION	NMC POWER SYSTEMS	43,309.65	
			325,200.00	325,200.00
CRANES				
08/05/2016	SET GENERATORS	BELGER CARTAGE SERVICE, INC.	21,150.00	
08/05/2016	LOAD 6 PAD MOUNT TRANSFORMER	BELGER CARTAGE SERVICE, INC.	660.00	
10/14/2016	UNLOAD & SET TRANSFORMER	BELGER CARTAGE SERVICE, INC.	2,820.00	
			24,630.00	24830
			839,374.74	844,916.75

9TH STREET SUBSTATION

MISC

05/27/2016 MATERIAL TO MOVE CIRCUIT KRIZ-DAVIS COMPANY 7,973.37

Grading, Pads, Conduit

07/28/2017 DIRT HAULOFF GOWING'S CONSTRUCTION 8,000.00

06/30/2017 DIRT TESTS TERRACON 500.00

07/28/2017 ROCK R & J TRUCKING 5,304.76

07/28/2017 ROCK R & J TRUCKING 3,745.24

06/09/2017 GRAVEL WADE QUARRIES 301.20

05/19/2017 CONDUIT FOR 9TH STEET SL OLATHE WINSUPPLY CO. 4,775.21

22,626.41

01/30/2017 UNLOAD TRANSFORMERS BELGER CARTAGE SERVICE, INC. 2,820.00

SOLOMON

11/18/2016 REWIND TRANSFORMERS SOLOMAN CORPORATION 61,500.00

06/09/2017 GENERATOR AUTOMATION (C) NMC POWER SYSTEMS 11,917.00

106,836.78



31, 2017

Don Cawby
City Manager
P.O. Box 37
Osawatomie, KS 66064

Dear Mr. Cawby,

This Letter Agreement (“Agreement”) outlines the understanding reached between Kansas City Power and Light (“KCP&L”) and the City of Osawatomie, KS (“City”) with respect to the facilities to be constructed at 700 Walnut Street, Osawatomie, KS (“7th Street Substation”) and at 201 9th Street, Osawatomie, KS (“9th Street Substation”). For the purposes of this Agreement, the City and KCP&L are referred herein individually as “Party” and collectively as “Parties.”

Background

The City contacted KCP&L in 2016 and communicated its request to add additional points into KCP&L’s remote terminal unit (“RTU”) at the 7th Street Substation. The City also requested KCP&L install a new RTU at its new 9th Street Substation.

The existing Points of Interconnection between KCP&L and City are located at Section 7, Township 18 S, Range 23 E in Miami County, Kansas and Section 12, Township 12, Range 22E in Miami County, Kansas. The work contemplated in this Agreement is based on the City’s desire to add a third Point of Interconnection to serve the new 9th Street Substation and to add RTU points to the existing 7th Street Substation in Osawatomie, Kansas.

Facilities to be provided by KCP&L

KCP&L, or its designated agent, will design, construct, own, operate and maintain the electric meter (meter can, meter & wiring to the meter can) and RTUs. KCP&L, or its designated agent, will install, own and maintain a communication line from the meter located at the Point of Interconnection to KCP&L’s Energy Management System. The facilities to be provided and the work to be performed under this paragraph and under the Metering and Control paragraph below shall be referred to collectively as the KCP&L Work.

Facilities to be provided by City

The City, or its designated agent, will design, construct, own, operate and maintain all other facilities (“City Facilities”) to be installed at the 7th Street Substation and the 9th Street Substation at the City’s cost. These facilities, and any other modifications and/or facilities required by the City’s needs, shall be at the City’s cost.



Cost

KCP&L has provided a good-faith estimate of the cost for the KCP&L Work to be \$19,000 for the 7th Street Substation and \$74,000 for the 9th Street Substation, which includes a 12% gross up estimate for taxes. If KCP&L becomes aware that the actual costs for the KCP&L Work exceed this estimate, KCP&L will notify the City in writing as soon as practical. Notwithstanding this estimate, the City agrees to reimburse KCP&L for the actual cost of the KCP&L Work, as grossed up for the taxes, once all costs are completely booked by KCP&L.

Timing

It is agreed by the Parties to have the 7th Street Substation facilities in place by September 30, 2017; and it is agreed by the Parties to have the 9th Street Substation facilities in place by December 31, 2017 (each an "in-service date").

Notwithstanding the above, while KCP&L will endeavor in good faith to achieve the in-service dates specified above, it shall not be held responsible for delays associated with weather, other uncontrollable factors following the start of construction, or delays associated with the City's installation of the City Facilities.

The City will have the right to provide written notice to KCP&L to cease completion of the KCP&L Work. In the event the City provides written notice to cease completion of the KCP&L Work, the City will be responsible for all costs incurred up to the date of such written notice plus any costs incurred by KCP&L after the written notice that are necessary to restore the KCP&L transmission and distribution system to a reliable configuration in KCP&L's sole reasonable judgment.

Metering and Control

KCP&L, or its designated agent, will install, own, operate and maintain revenue grade meters with real time telemetry at both the 7th Street Substation and the 9th Street Substation at the City's cost. Under the terms and conditions of the Southwest Power Pool, Inc. ("SPP") Open Access Transmission Tariff ("OATT"), marginal power losses related to service across SPP Transmission Facilities shall be settled within the SPP Integrated Marketplace. Marginal power losses associated with service through non-transmission facilities owned and operated by KCP&L will be included as a component of a Wholesale Distribution Rate, as defined by the SPP OATT, and shall be included as part of the City's service. The metering will be loss compensated to the 161 kV bus in the KCP&L Paola Substation.

KCP&L will own, operate and maintain both RTUs. KCP&L will supply data via ICCP to SPP and the City may receive data from SPP via ICCP. The City can elect to provide backup meter data at its own cost to KCP&L via an ICCP link with SPP and can elect to provide, at a minimum, data points pertaining to kWh, kW, and VARS.

Billing



The City will be billed by SPP according the terms contained within the SPP OATT and by the terms of their executed SPP NITS Agreement (“NITSA”).

This Agreement does not provide for, and is exclusive of, any specific costs related to transmission or distribution service that may be necessary to serve the City and that will be provided pursuant to a separate agreement.

Incorporation into the Interconnection Agreement

The Parties are party to the Municipal Participation Agreement (“MPA”) as on-file at the Federal Energy Regulatory Commission. The Parties, in their efforts to replace the MPA with a new Electric Interconnection and Delivery Service Agreement (“Interconnection Agreement”), agree to work in good faith to incorporate the modifications agreed to in this Letter Agreement into the Interconnection Agreement.

It is understood that the Parties will complete the amendment and seek appropriate regulatory approval or acceptance in a timely fashion in accordance with applicable rules and regulations. The Parties further agree that this Letter Agreement and any amendment to the Interconnection Agreement are subject to the provisions of the Interconnection Agreement. To the extent any provision of this Letter Agreement conflicts with the Interconnection Agreement, the Interconnection Agreement shall control.

KCP&L, through its authorized representative’s signature below, acknowledges and agrees to the terms of this Letter Agreement. If the City agrees with the terms and conditions contained within this Letter Agreement, please acknowledge by signing in the space below and returning one of the two original Letter Agreements to me for our files.

Sincerely,

Jeff Wolf

Senior Director, Transmission Operations and T&D Engineering

Acknowledged and agree to this ___ day of _____, 2017:

City of Osawatomie, Kansas

By: _____

Don Cawby

City Manager

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: Lease Purchase of Grocery Store Equipment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Since Ron's Country Market closed on February 28, the City has been working with all parties to bring about a scenario where the store could remain intact and also be marketable to a new operator. Based on the City Council's actions on August 24, the City was able to secure agreements for the purchase of the grocery store equipment and also for continued storage of the equipment.

Lease-Purchase Agreement. The City Council has negotiated with First Option Bank, the note holder of the Grocery Store, a Lease-Purchase Agreement of the grocery store equipment. The agreement will allow the City to carry the \$150,000 in equipment until they can be sold/leased to a new operator.

This agreement was not bid out in the typical manner because of the complex nature of this arrangement. To simplify matters of attracting a new operator, we believe it makes sense to have First Option Bank handle this action. Partnering with the owner and note-holder on the building, will provide a scenario where all parties mutually benefit from finding a new operator. For that reason, this was a sole-source arrangement.

Generally, the lease-purchase agreement has the following terms:

1. Provide the City with a low-interest (2.95%) lease purchase for one year, with no principal payment. An interest payment on April 2, of \$2,300 and a balloon payment of \$152,250 at the end of one year.
2. A \$250 loan servicing fee, paid up front.
3. The agreement is a one-year term starting October 2 and can be rolled over, renewed, or bid-out before October 2, 2018.
4. The agreement doesn't set forth an agreement for financing going forward, but I believe our options are such that this type of agreement won't be an issue.

COUNCIL ACTION NEEDED: Review and take action on the Ordinance/Lease Purchase Agreement.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the following motion: **Move to approve the Ordinance to Execute the Lease Purchase Agreement, as presented.** The Ordinance will allow the City to execute the Lease Purchase Agreement.

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 GROCERY STORE EQUIPMENT.

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 grocery store equipment for the City (the “Equipment”) 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 and providing for financing a portion of the cost of the Equipment 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. 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. Non-Arbitrage Covenant. 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 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.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas on September 28, 2017.

APPROVED AND SIGNED by the Mayor

CITY OF OSAWATOMIE, KANSAS

[Seal]

By _____
L. Mark Govea, Mayor

ATTEST:

By _____
Tammy Seamands, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Osawatomie, Kansas, met in regular session at the usual meeting place in the City on September 28, 2017, at 6:30 p.m., with Mayor L. Mark Govea presiding and the following members of the governing body present:

The following members were absent:

Among other business an Ordinance was presented to the governing body entitled:

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 ACQUISITION OF
GROCERY STORE EQUIPMENT.

The Ordinance was considered and discussed; and on motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of all members of the governing body. The Ordinance was assigned No. ____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify the foregoing is a true and correct Excerpt of Minutes of the September 28, 2017 meeting of the governing body of the City of Osawatomie, Kansas.

[seal]

Tammy Seamands, City Clerk

EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of September 18, 2017, and entered into between First Option Bank, Osawatomie, Kansas, a state banking corporation organized under the laws of the state of Kansas, with offices in the state of Kansas (“Lessor”), and the City of Osawatomie, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Lessee”).

1. **Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in Exhibit A, for the purposes and subject to the terms and conditions set forth in this Agreement. This Agreement (which includes all attached exhibits, together with any amendments and modifications made according to its terms) is referred to as the “Lease” or the “Agreement”.

2. **Term.** The “Commencement Date” for the Lease is the date when interest commences to accrue under the Lease, which shall be the Funding Date referred to in Exhibit A-1. On the Commencement Date, Lessor shall deposit the total principal amount referred to in Exhibit A-1 (i.e., \$150,000.00) with Lessee, and Lessee shall act as purchasing agent of Lessor for purposes of acquisition of the Equipment. The “Lease Term” for the Lease means the Original Term and all Renewal Terms. The “Original Term” means the period from the Commencement Date for the Lease until twelve months from the date of closure (the “Fiscal Period”). The “Renewal Term” for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date of this Lease and as of the Commencement Date as follows: (a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas (the “State”) with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated herein and to perform all of its obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation; (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the next Fiscal Period, and such other financial information relating to the ability of Lessee to continue the Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on Exhibit A and expects to make immediate use of the Equipment.

4. **Tax and Arbitrage Representations.** Lessee represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1); (b) the

Equipment listed has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited with Lessee to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 6 months of Commencement Date; (c) no proceeds of the Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

5. **Lease of Equipment.** Lessee demises, leases and lets the Equipment to Lessor, and in turn, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms of this Agreement. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term provided by this Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the Lease during the next succeeding Fiscal Period until all Rental Payments payable under the Lease have been paid in full, unless Lessee terminates this Lease under Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that interest rate may be subject to review and the Rental Payments shall be as provided in the Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments during such terms. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is only obligated to pay Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, the Lease shall be deemed terminated at the end of the

then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **[Reserved].**

9. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in the Lease. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.*

10. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. **Delivery; Installation; Acceptance.** Lessee has arranged for acquisition of the Equipment, and will cause the Equipment to be delivered and installed, if necessary, at the location specified, if so specified, and pay any and all delivery and installation costs in connection with the Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. **[Reserved.]**

13. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

14. **Title.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under this Lease; provided that title shall immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession

of the Equipment to Lessor, upon (a) any termination of the Lease other than termination pursuant to Section 22, or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by the Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during the Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1; (b) liability insurance that protects Lessee from liability in form and amount customary and comparable to coverage on similar equipment owned by the Lessee; and (c) workers' compensation coverage as required by the laws of the State; provided that, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term, if requested by Lessor. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice to Lessor before any such cancellation or modification.

18. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall not be obligated to, maintain and repair the Equipment and pay the cost to do so. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat

of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation, each after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor’s interest in the Equipment. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THE LEASE.

21. **Vendor’s Warranties.** Lessor irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not effect the rights or obligations of Lessor with respect to the Lease, including the right to receive full and timely payments under the Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. **Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment, (a) upon giving written notice to Lessor at least 30 days before the date of purchase specifying the date for such purchase ("Purchase Date") and upon payment in full of all the Rental Payments then due under the Lease plus accrued interest from the immediately preceding Rental Payment Date to the Purchase Date; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in the Lease, on the Purchase Date specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus accrued interest from the immediately preceding Rental Payment date to such Purchase Date.

23. **Assignment.** Lessor's right, title and interest in and to the Lease, including Rental Payments and any other amounts payable by Lessee hereunder and all proceeds from this Lease, may be assigned and reassigned to one or more assignees or sub-assignees by Lessor with the prior consent of Lessee (which shall not be unreasonably withheld); provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered with the City Clerk. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in the Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, subject to compliance with this Section, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Rental Payments under the Lease.

None of Lessee's right, title and interest in, to and under the Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease at the time specified; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 business days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option and without any further demand or notice, to take one or any

combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee under the Lease and other amounts payable by Lessee under the Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under the Lease, Lessor may enter the premises where the Equipment listed in the Lease is located and retake possession of such Equipment and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 of the Lease; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under the Lease (after deducting all costs and expenses referenced in this Section) shall be applied to amounts due pursuant to the Lease and other amounts related to the Lease or Equipment. The exercise of any remedies in respect of any Event of Default shall not relieve Lessee of any other liabilities under any other lease or with respect to other Equipment listed in another lease.

26. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity.

27. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

Lessee: City of Osawatomie, Kansas
Attn: City Clerk
439 Main St., P.O. Box 37
Osawatomie, Kansas 66064

Lessor: First Option Bank
Attn: Senior Vice President
601 Main Street
Osawatomie, Kansas 66064

28. **[Reserved].**

29. **Miscellaneous Provisions; Amendment.** The Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent

assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of the Lease. The Lease may be amended by mutual written consent of Lessor and Lessee. The Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State.

30. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment if paid for by cash is \$150,000.00.

(B) The annual average effective interest cost is 2.95% for a term of 12 months.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is \$0.00.

(D) A \$250 fee payment at closing by the Lessee for the costs of issuance.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

CITY OF OSAWATOMIE, KANSAS

By _____
L. Mark Govea, Mayor

“LESSEE”

FIRST OPTION BANK
Osawatomie, Kansas

By _____
Name: Mark Fuchs
Title: Senior Vice President

“LESSOR”

**EXHIBIT A
TO
EQUIPMENT LEASE AGREEMENT**

Equipment

Ref #	Qty	Description	Make	Year	Model	Serial/VIN
701 6th Street, Osawatomie, Kansas						
1	1	FRYER, 2 SECTION, 25 LB., WITH BASKETS AND GREASE TRAP, GREASE REMOVAL TRAY AND RECIRCULATION SYSTEM, TOUCH PAD CONTROL	AUTO FRY	2009		
2	1	COMBI STEAM RACK OVEN, 2 TIER, TWO DOOR AND CONTROLS	RATIONAL	2009	CN102	E12MA97099904
3	1	STACKED ROTTISERIE/WARMING OVEN, ELECTRIC	REVOLVING OVEN		3RW	2605
4	1	RACK OVEN, 2 TIER, TWO DOOR AND CONTROLS	SUPERIOR			
5	1	WALK IN COOLER, 10' X 8' X 10', 4 FAN CONDENSER, COMPRESSOR, EXPLOSIVE PROOF LIGHTING	CROWN TONKA	2012	E61951	251785-01
6	1	WALK IN FREEZER, 10' X 8' X 10', 4 FAN CONDENSER, COMPRESSOR, EXPLOSIVE PROOF LIGHTING	CROWN TONKA		FC	6009-1008
7	1	WALK BEHIND FORK LIFT TRUCK, 2000 LB. CAPACITY, ELECTRIC WITH BATTERY CHARGER	OTIS		EFW-L	M94170
8	1	VERTICAL CARDBOARD BALER, HYDRAULIC, 75" CAPACITY, DOWNACTING	MUNCHER			
9	1	WALK IN COOLER, 10' X 8' X 8', 4 FAN CONDENSER, COMPRESSOR, EXPLOSIVE PROOF LIGHTING	CROWN TONKA			
10	1	WALK IN COOLER, 15' X 8' X 8', CONDENSER, COMPRESSOR, EXPLOSIVE PROOF LIGHTING	MFG UNKNOWN			
11	1	WALK BEHIND FLOOR SCRUBBER, ELECTRIC, WITH BATTERY CHARGER	ADVANCE		SC450	
12	1	WALK IN COOLER, 10' X 8' X 8', 4 FAN CONDENSER, COMPRESSOR, EXPLOSIVE PROOF LIGHTING	HUSSMAN			
13	1	MEAT GRINDER, 5 HP., 1725 RPM, CONTROLS, STAINLESS STEEL CONSTRUCTION	HOBART	1983	4146	11-283-G14
14	1	WALK IN COOLER, 30' X 10' X 8', CONDENSER, COMPRESSOR	HUSSMAN			

Ref #	Qty	Description	Make	Year	Model	Serial/VIN
15	1	DISPLAY ROTARY TRAY WARMING OVEN, ELECTRIC, 4 TIER	ALTO SHAAM		HALO HEAT	1557-114-CHA5DM
16	1	MEAT GRINDER	BIRO		772	F96 880
17	1	VACUUM TUMBLER, TABLE TOP, ELECTRIC, 45 LB CAPACITY	HOLLYMATIC		HVT50	802D
18	1	VERTICAL BAND SAW, 24", STAINLESS STEEL, 24" X 24" TABLE	HOBART	1997	5801	27-104-897
19	1					
20	1	WALK IN DISPLAY COOLER, 20' X 20' X 12', 6 DOORS, CONDENSERS, COMPRESSOR, DISPLAY WIRE RACKS FLOOR MOUNTED	MFG UNKNOWN			
21	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	ZERO ZONE	2009	4YRCC30	0902-1043003NA
22	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	ZERO ZONE	2009	4YRCC30	0902-1043002NA
23	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	ZERO ZONE	2009	4YRCC30	0902-1043001NA
24	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	ZERO ZONE	2009	4YRCC30	0902-1043000NA
25	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	1407420
26	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	140369
27	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	140370
28	1	8 FLAVOR SODA DISPENSER AND SINK, WITH PUMPS AND REGULATORS	CORNELIUS	2006	ED200	62801-45E0661
29	1	CHEST TYPE 4TIER ELECTRIC FOOD DISPLAY WARMING RACK, CONTROLS, PORTABLE	ATLANTIC	2003	CUSTOM	AS25716PH101216
30	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	D3UM1 (NRG)	101216
31	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	D3UM1 (NRG)	101215
	Qty	Description	Make	Year	Model	Serial/VIN

Ref #						
32	1	DISPLAY COOLER/FREEZER, SLIDING GLASS DOORS,ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	DRZ2	1407363
33	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONRB12	1400882
34	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	DHP12 (NRG)	1394548
35	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	DHP12 (NRG)	1394604
36	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	1406337
37	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	1406336
38	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ORC25	1406346
39	1	CHEST TYPE PRODUCE DISPLAY COOLER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	OM12	1402703
40	1	CHEST TYPE PRODUCE DISPLAY COOLER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	O5M12 (NRG)	1402511
41	1	CHEST TYPE PRODUCE DISPLAY COOLER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	O5M12 (NRG)	1402512
42	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011073
43	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011075
44	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011076
45	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011074
46	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011074-B
	Qty	Description	Make	Year	Model	Serial/VIN

Ref #						
47	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011075-B
48	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011076-B
49	1	DISPLAY COOLER/FREEZER, 5 SECTION, ADJUSTABLE TIERS, FLUORESCENT LIGHTING, COMPRESSOR AND CONDENSER FANS	HILLPHOENIX	2012	ONR1Z5	2011073-B
50	1	DISPLAY CHEST TYPE COOLER/FREEZER, 10' X 4' X 3' DEEP, CONDENSER FANS AND COMPRESSOR	HILLPHOENIX	2012	ONIZ8	1399831
51	1	DISPLAY CHEST TYPE COOLER/FREEZER, 15' X 8' ' DEEP, CONDENSER FANS AND COMPRESSOR	HILLPHOENIX	2012	OIPB5	1410559
52	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	DHP12 (NRG)	1394549
53	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	DHP12 (NRG)	1394552
54	1	CHEST TYPE PRODUCE DISPLAY COOLER, 3 TIER, PUMPS, CONDENSER FANS	HILLPHOENIX	2012	DHP12 (NRG)	1394557
55	1	DISPLAY COOLER, 2 DOOR	HILLPHOENIX	2012		1402511
56	1	CHECKOUT COUNTER, PRODUCE BELT, SCALE, COUNTER, BAGGING AREA, BAG CADDIES, WITH MONITOR	REYNOLDS		UL-1 SERIES	5120
57	1	CHECKOUT COUNTER, PRODUCE BELT, SCALE, COUNTER, BAGGING AREA, BAG CADDIES, WITH MONITOR	REYNOLDS		UL-2 SERIES	11611
58	1	CHECKOUT COUNTER, PRODUCE BELT, SCALE, COUNTER, BAGGING AREA, BAG CADDIES, WITH MONITOR	REYNOLDS		UL-2 SERIES	11614
59	1	CHECKOUT COUNTER, PRODUCE BELT, SCALE, COUNTER, BAGGING AREA, BAG CADDIES, WITH MONITOR	REYNOLDS		UL-2 SERIES	11612
60	1	CHECKOUT COUNTER, PRODUCE BELT, SCALE, COUNTER, BAGGING AREA, BAG CADDIES, WITH MONITOR	REYNOLDS		UL-2 SERIES	11613
61	LOT	POS SYSTEM TO INCLUDE: (7)-NCR RECEIPT PRINTERS, (4)-ACER V173 SWIPE MONITORS, CREDIT CARD KEYPADS, CASH REGISTERS, NCR POS NETWORKING COMPUTER, CPUS, KEYBOARDS, BAR CODE SCANNING OPTICS, HAND HELD BAR CODE SCANNERS				

Ref #	Qty	Description	Make	Year	Model	Serial/VIN
62	LOT	MISCELLANEOUS FOOD PROCESSING SUPPORT EQUIPMENT TO INCLUDE, (2)- MEAT SLICERS, (10)- STAINLESS STEEL WORK TABLES, (12)- STAINLESS STEEL WIRE RACKS, (4)-HAND SINKS, (3)-3 COMPARTMENT DEEP SINKS, DISHWASHING TABLES, 2 TIER CARTS, WARMING CABINET, RACK OVENS, CUTTING TABLES, SCALES, PAN RACKS, FOOD STORAGE CABINETS, SHELVING, BAG SEALERS WITH OVERWRAPPERS, KITCHEN UTENSILS, KNIVES, DOLE PINEAPPLE PEELER, HAND TOOLS				
63	LOT	MISCELLANEOUS STORE FF&E TO INCLUDE: APPROXIMATELY (250)- ADJUSTABLE GONDOLA DISPLAY RACKS, GONDOLA UPRIGHTS AND SHELVING, DISPLAY BOXES, DISPLAY RACKS, COFFEE BEAN DISPENSER, COFFEE BEAN GRINDER, (54)-VARIOUS SIZED SHOPPING CARTS, MARTSEAT XII12 ELECTRIC SHOPPING CART, WARMING DISPLAY, TRACK LIGHTING, SAFES, WIRE DISPLAY SHELVING				
64	LOT	MISCELLANEOUS EQUIPMENT THROUGHOUT STORE TO INCLUDE: DESKS CHAIRS, CPUS, MONITORS, KEYBOARDS, FAX MACHINE, PRINTER, FLAT CARTS, RUBBERMAID UTILITY CARTS, ADJUSTABLE PALLET RACKS, WOODEN SHELVING, BUFFER, DISPLAY TABLE, DISPLAY RACKS, LADDERS, PLASTIC TUBS, HAND PALLET JACK, FANS, SECURITY SYSTEM AND CAMERAS, PLASTIC TABLE, CHAIRS				

**EXHIBIT A-1
TO
EQUIPMENT LEASE AGREEMENT**

Rental Payment Schedule

City of Osawatomie Amortization Schedule				2.95%	
<u>Payment #</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>(Outstanding Balance)</u>
Funding Date					\$150,000.00
1	04/02/2018	\$2,298.54	\$0	\$2,298.54	\$150,000.00
2	10/02/2018	\$152,249.38	\$150,000.00	\$2,249.38	\$0.00
Totals		\$154,547.92	\$150,000.00	\$4,547.92	\$0.00

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: Sports Complex Deed

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On August 13, 2015, the City Council approve a lease of the lease of the Karl E. Cole Sports Complex to USD #367. The lease contained the following provision:

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

In August, we were notified by Supt. French that the Board would like to exercise this option. The School District did not sign the lease until its meeting in September, so the time period has met for the Board to purchase the property.

When this issue was discussed with the City Council in August of this year, there was a consensus that there should be some deed restriction placed upon the property so that the land would continue to be used for a public purpose and not sold off or leased as real-estate for other purposes. The following provision in the current lease provided that protection:

***2. Purpose of Lease and Use of Land.** The purpose of this Lease and use of land is for the purpose of enabling Tenant to use the property for public educational and recreational activities and such other activities as shall be approved by the Tenant and the Osawatomie Recreation Commission.*

The concern expressed by the Council was that with a sale no such assurances would remain in place.

After several drafts, the two parties have agreed to the following language:

"Unified School District #367 shall use and maintain the property known as Karl E. Cole Sports complex primarily for public, educational, and community recreational activities. Should the Board of USD #367 choose to convey or lease the property and/or improvements thereupon to another

entity for purposes other than public, educational, or community recreational activities, the City of Osawatomie shall have the right of first refusal to purchase said property and improvements thereupon, at the same price as it was conveyed from the City of Osawatomie to the Unified School District.”

We believe this restriction requires the property to be used for the purposes intended. Should the Board in the future decide to build these facilities elsewhere in the community and abandon this property, the City Council would have the following options:

1. Purchase the property back from the School District if they intend to sell or lease it;
2. Allow the sale or lease to occur by not purchasing the property; or
3. Waive the deed restriction based upon the School District’s plans.

The reason for using a broad deed restriction is to ensure that we don’t unnecessarily tie the hands of the School Board or the City Council that are trying to do something beneficial that we can’t foresee. It also puts the intent of the property in clear terms to be attached to the deed for decades to come.

COUNCIL ACTION NEEDED: Review and consider conveying sale of the property to the School District with the deed restriction.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the following motion: **Move to approve the conveyance of the Karl E. Cole Sports Complex as defined in the Lease Agreement to USD #367 with the Deed Restriction, as presented.** Upon the adopted of this motion, the City Attorney and City Manager will undertake the process of finalizing the conveyance of the property to the School District as directed.

LEASE RECREATION COMPLEX

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

Grant and Term.

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

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

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

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

3. Rent.

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

4. Insurance and Taxes.

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

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

5. Fixtures and Alterations.

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

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

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

6. Maintenance, Repairs and Replacement of Leased Premises.

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

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

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

7. Insurance and Waiver of Subrogation.

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

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

8. Assignment and Subletting

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

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

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

9. Default of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Miscellaneous.

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

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

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

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

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

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

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

LANDLORD

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

TENANT

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

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

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

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

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

Landlord
City of Osawatomie, Kansas

L. Mark Govea, Mayor

Tenant
Osawatomie Unified School District 367

Jeff D. Dorsett, President of the Board

Exemption: #4
Tax Address:
1200 Trojan Drive
Osawatomie, Ks. 66064

STATUTORY WARRANTY DEED CORPORATION

Grantor(s): **The City of Osawatomie, Kansas, a municipal corporation**

Convey(s) and Warrant(s) to **Unified School District No. 367,**

The following described premises, to-wit:

All that part of the Southwest Quarter and Southeast Quarter of Section 10, Township 18, Range 22, Miami County, Kansas, described as follows; Commencing at the Northwest corner of the Southeast Quarter of said Section 10; thence S1°40'12"E, along the West line of the Southeast Quarter of said Section 10, a distance of 1650.63 feet, to a point on the South line of Block 3 of West Highlands, a subdivision in said Section 10; thence N89°17'45"E, along said South line, a distance of 9.41 feet, to the Southeast corner of said Block 3, as established, Also being the Point of Beginning; thence N1°15'58"W, along the East line of said Block 3, a distance of 91.86 feet, to the Southwest corner of Parkview Addition, a subdivision in said Section 10; thence N88°56'19"E, a distance of 726.00 feet, to the Southeast corner of said Parkview Addition, said point being on the Westerly Right of Way of 12th Street, as established; thence S1°18'35"E, along said Westerly Right of Way, a distance of 788.10 feet, to a point on the Northerly Right of Way BNSF Railroad; thence S81°47'53"W, along said Northerly Railroad Right of Way, a distance of 992.61 feet; thence along said Northerly Railroad Right of Way, on a curve to the right with a radius of 4856.50 feet and a length of 94.99 feet, (chord brg. S83°07'59"W chord dist. 94.99 feet); thence N1°40'12"W, parallel to and 359.17 feet measured (340.3 feet deed) West of the East line of the Southwest Quarter of said Section 10, a distance of 656.51 feet; thence N89°17'45"E parallel to the South line of said Block 3 of West Highlands, a distance of 72.00 feet; thence N14°57'19"E, a distance of



Security 1st Title

File No. 2141997
Page 1 of 2

181.72 feet measured (170 feet deed), to a point on the South line of said Block 3 of West Highlands; thence N89°17'45"E, along said South line, a distance of 235.17 feet, to the Point of Beginning. Containing 20.13 Acres more or less.

For the sum of One Dollar and other good and valuable consideration.

Subject to: easements and restrictions of record, if any

Dated this _____ day of _____, 2017

CITY OF OSAWATOMIE, KANSAS

By:

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk

State of Kansas, Miami County } ss.

This instrument was acknowledged before me on _____, 2017 by L. Mark Govea, Mayor, and Tammy Seamands, City Clerk, of City of Osawatomie, Kansas, a municipal corporation, for and on behalf of said corporation.

Notary Public

My appointment expires:



CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2017

AGENDA ITEM: City Hall Renovations

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: During the budget we discussed changing our approach at City Hall for creating a new courtroom/council room and instead look at some cheaper alternatives for meeting space needs. City staff has put together a budget for moving the City Clerk/Utilities office to the old Police Department and then renovating all of City Hall to a more secure configuration. The reason the plan is cheaper than the Council Room is that walls can remain pretty much the same, as well as air ducts, electrical outlets and computer wiring. The major costs of the project will be new flooring, upgrading HVAC units, hardening some openings, and putting in a control and security systems.

Attached is an original plan for the City Hall layout. While we have suggested some changes to this, it was originally put together for purposes of establishing a budget for the project. A project budget is also attached based on preliminary estimates. We would seek bids from area contractors for some of the work and would possibly perform some ourselves to keep costs down.

The one thing that is not factored into the cost estimate is the need to repair 5th Street. The Street has significant drainage issues and all of the parking areas are quickly deteriorating. Blake has put together a preliminary estimate of \$65,000 for materials to redo the entire block of 5th Street. An overhead photo has been included for your reference as Blake discusses possible changes. Funding for the street project would come from the Street fund which is expected to do about one in-house project per year. This project would fill that gap for 2017.

COUNCIL ACTION NEEDED: Review and provide direction to staff.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the following motion: **Move to Approve the Presented Project Budget and Direct Staff to Finalize Plans and Begin Seeking Formal Bids on the Building Project.**

City Hall Budget

As of Sept 26, 2017

Budget

City Clerk/Utility Offices

Tear Out - New Walls	\$	10,000	
New HVAC		8,800	
Windows - Built In Desks (3)		4,000	
Flooring		10,500	
Doors/Access		6,000	\$2.0k per door
New Furniture		9,000	
Subtotal - Clerk/Utility	\$	48,300	

City Manager/Codes Offices

Tear Out - New Walls	\$	3,000	
HVAC Changes		500	
Window - Built In Desk		3,000	
Flooring		12,000	includes hallways and entrances
Doors/Access		4,000	\$2.0k per door
New Furniture (in Conf Rm)		4,900	54x144 conf table; 12 chairs; projector; shelves
Subtotal - CM/Codes	\$	27,400	

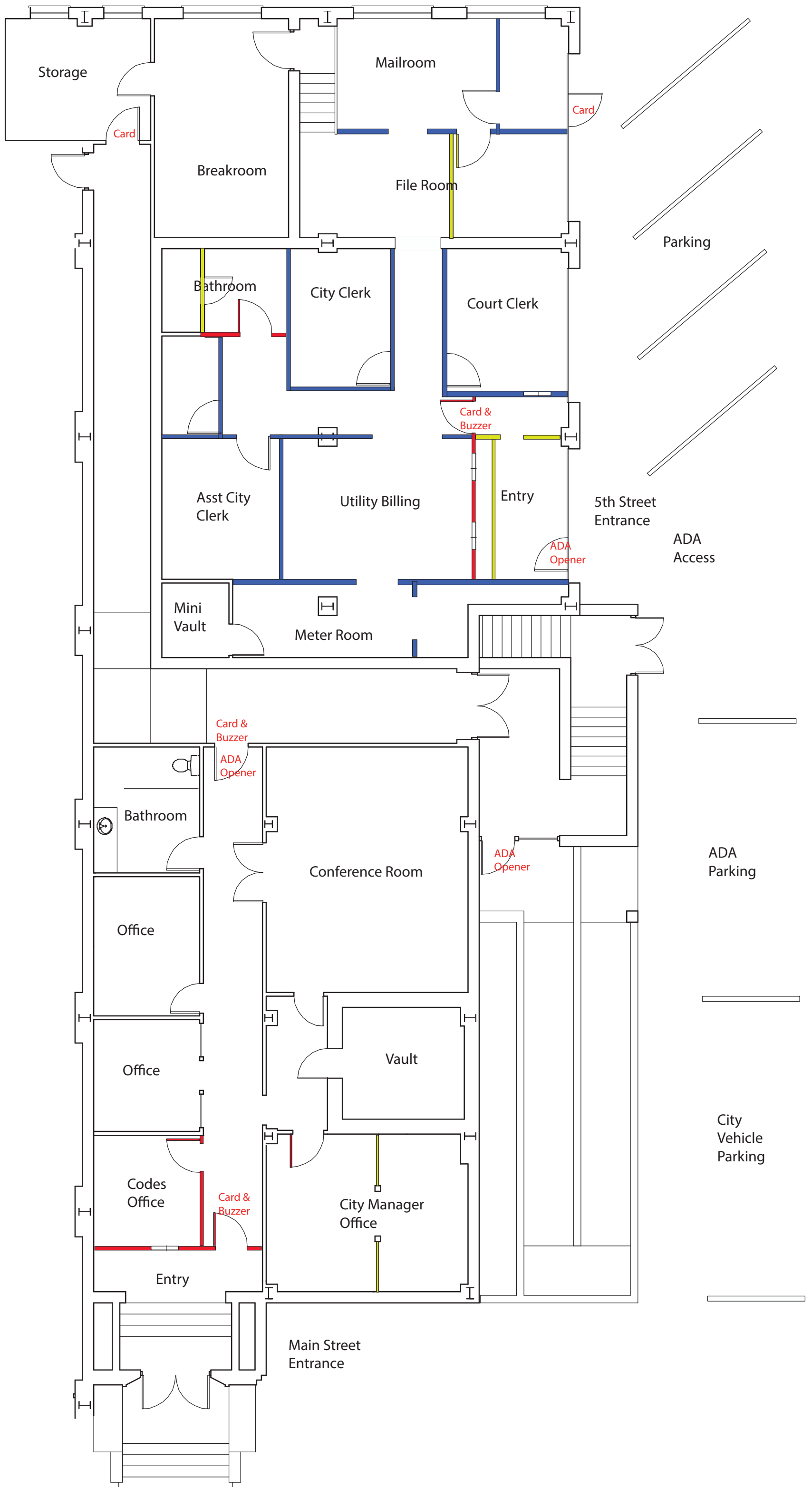
Old Codes Office

Mini-Split AC (inc basement)	\$	8,000	
New Windows		3,000	
Flooring inc above			
Doors/Access		2,000	
New Furniture (inc Break Rm)		4,000	
Subtotal - Construction	\$	17,000	

Miscellaneous

Contingency	\$	5,000	
Stair Treads		5,500	
Camera		2,500	
Door System		3,500	
Subtotal - Construction	\$	16,500	

TOTAL \$ **109,200**





Imagery ©2017 Google, Map data ©2017 Google United States 50 ft

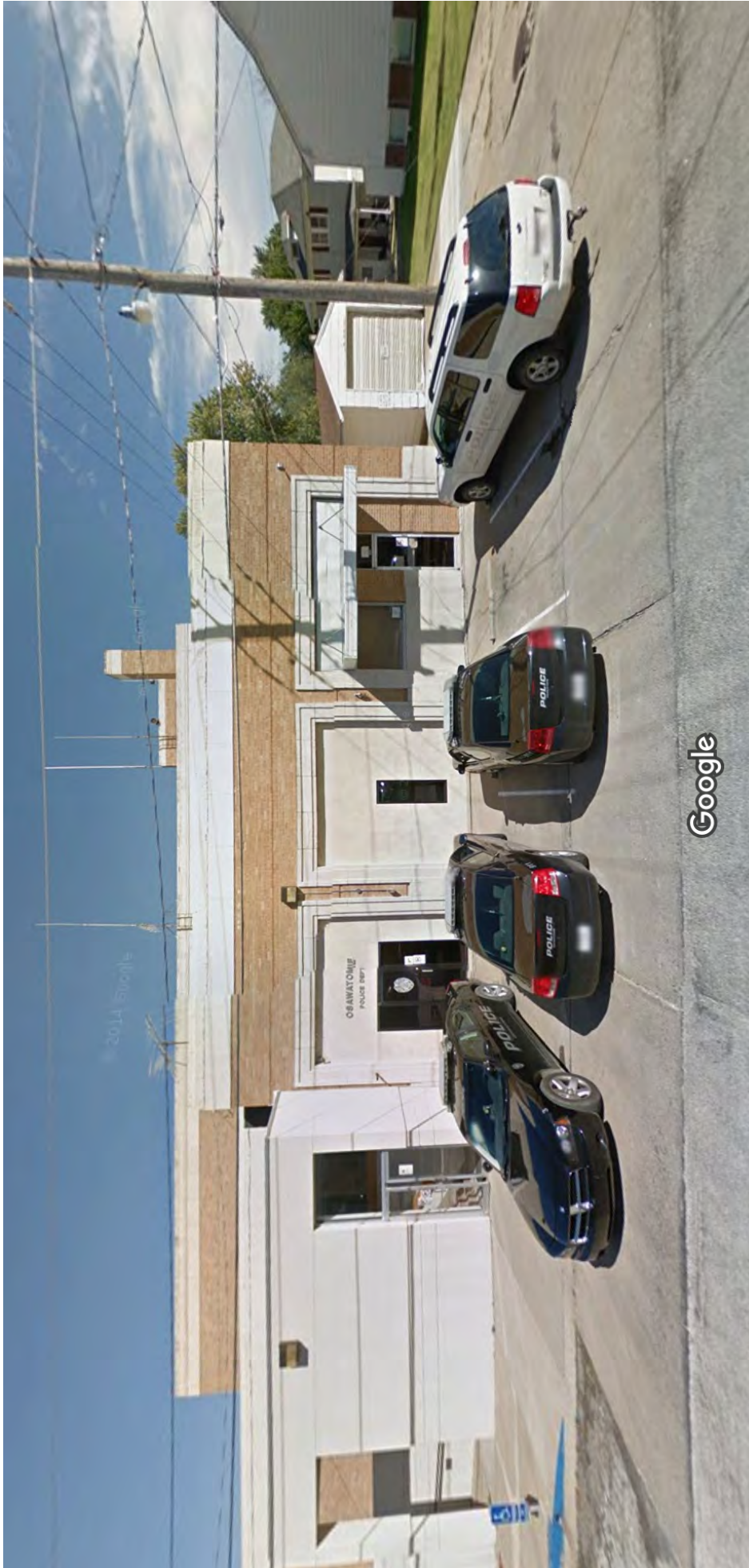
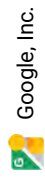


Image capture: Oct 2013 © 2017 Google United States

Osawatimie, Kansas



Google, Inc.

Street View - Oct 2013



Google Maps 500 5th St



Image capture: Oct 2013 © 2017 Google United States

Osawatomie, Kansas



Google, Inc.

Street View - Oct 2013

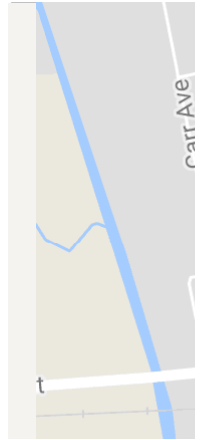




Image capture: Oct 2013 © 2017 Google United States

Osawatomie, Kansas



Google, Inc.

Street View - Oct 2013



Google Maps 5th St

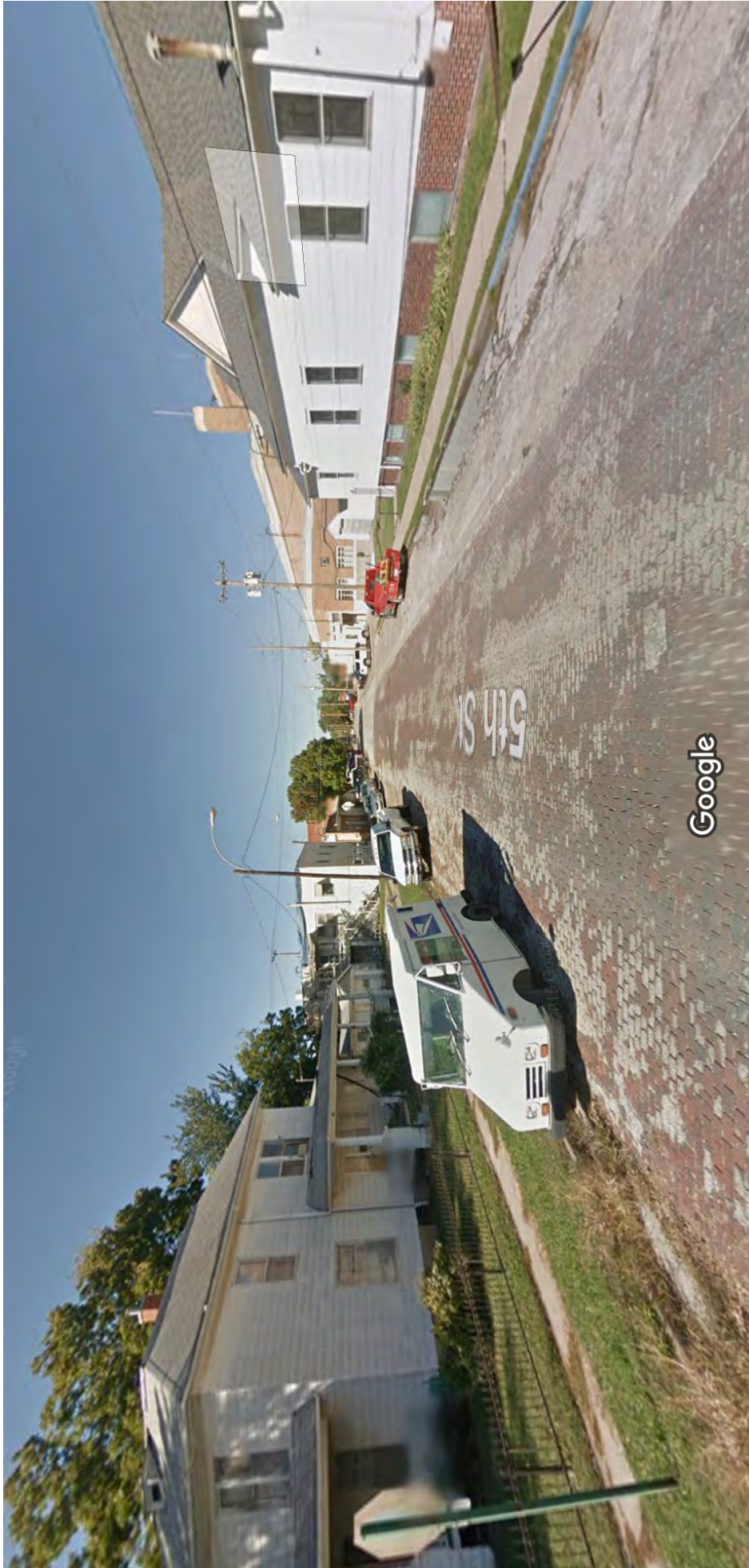


Image capture: Oct 2013 © 2017 Google United States

Osawatomie, Kansas



Street View - Oct 2013



CITY OF OSAWATOMIE - BUDGET REPORT

DATE: July 2017	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	586,669.00		305,995.17	280,673.83
Codes Enforcement	149,576.00	300.00	93,946.21	55,929.79
Police	874,015.00	14,005.82	522,434.04	365,586.78
John Brown Cabin	37,207.00		19,349.73	17,857.27
Public Works	245,077.00		106,536.85	138,540.15
Properties & Maintenance	321,550.00		168,931.30	152,618.70
Fire	76,948.00	4,094.41	40,055.46	40,986.95
Municipal Court	170,809.00		77,038.32	93,770.68
Levees & Storm Water	21,294.00		20,172.69	1,121.31
Library	155,164.00	2,038.61	79,729.83	77,472.78
TOTAL	2,638,309.00	20,438.84	1,434,189.60	1,224,558.24
WATER				
Administration	367,144.00		176,092.79	191,051.21
Water Treatment	356,826.00		166,358.53	190,467.47
Water Distribution	330,053.00		188,761.34	141,291.66
TOTAL	1,054,023.00	-	531,212.66	522,810.34
ELECTRIC				
Administration	1,503,680.00		801,761.16	701,918.84
Electric Production	2,147,673.00		995,363.10	1,152,309.90
Elect Transmission	572,399.00	1,232.50	293,331.27	280,300.23
TOTAL	4,223,752.00	1,232.50	2,090,455.53	2,134,528.97
EMPLOYMENT BENEFIT	825,609.00	90,703.25	505,868.90	410,443.35
REFUSE	431,500.00		198,427.87	233,072.13
LIBRARY	114,000.00	123.10	7,262.12	106,860.98
RECREATION	2,000.00		1.06	1,998.94
INDUSTRIAL	105,500.00		57,019.71	48,480.29
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	50,000.00		10,411.70	39,588.30
ST IMPROVEMENT	157,980.00	9,589.99	61,367.66	106,202.33
BOND & INTEREST	939,069.00		203,829.33	735,239.67
PUBLIC SAFETY EQUIP.	64,800.00		83,602.31	(18,802.31)
FIRE INS PROCEEDS	-		-	-
SEWER	979,429.00		438,084.46	541,344.54
REC EMP BENEFITS	1,000.00		0.13	999.87
GOLF COURSE	313,946.00		176,194.94	137,751.06
SPECIAL REV (FIRE EQUIP)	9,897.00		-	9,897.00
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	85,350.00	1,397.50	39,028.30	47,719.20
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	145,000.00		91,292.59	53,707.41
CAPITAL IMP. - STREET	1,200,000.00		16,361.63	1,183,638.37
CAPITAL IMP - SEWER	-	-	-	-
CAPITAL IMP - GRANTS	-		-	-
CAPITAL IMP - WATER	-		-	-
ELECTRIC REVENUE BOND	450,000.00		537,866.14	(87,866.14)
ELECTRIC UTILITY DEBT SER	432,500.00		104,300.00	328,200.00
CAFETERIA 125 #50	52,500.00		19,508.59	32,991.41
COURT ADSAP #51	-		-	-
COURT BONDS #52	-		11,148.64	(11,148.64)
FOREITURES #53	-		1,000.00	(1,000.00)
PAY PAL #55	-		-	-
GRAND TOTAL	14,276,164.00	123,485.18	6,618,433.87	7,781,215.31

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: July 2017	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBRANCES (ORD.)	CASH BALANCE 7/31/2017
GENERAL OPERATING	427,561.07	1,659,145.49	1,413,750.76	672,955.80		672,955.80
WATER	243,189.12	532,783.81	531,212.66	244,760.27		244,760.27
ELECTRIC	516,295.78	2,078,439.54	2,089,223.03	505,512.29		505,512.29
EMPLOYEE BENEFIT	83,706.81	660,362.28	415,165.65	328,903.44		328,903.44
REFUSE	7,759.60	235,435.16	198,427.87	44,766.89		44,766.89
LIBRARY	108,330.36	43,264.61	7,139.02	144,455.95		144,455.95
RECREATION	-	1.06	1.06	-		-
RURAL FIRE	-	-	-	-		-
INDUSTRIAL	70,912.74	72,492.70	57,019.71	86,385.73		86,385.73
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	100,083.71	14,481.34	10,411.70	104,153.35		104,153.35
STREET IMPROVEMENTS	148,183.62	89,854.56	51,777.67	186,260.51		186,260.51
BOND & INTEREST	202,541.60	538,606.15	203,829.33	537,318.42		537,318.42
PUBLIC SAFETY EQUIP.	15,083.11	65,325.09	83,602.31	(3,194.11)		(3,194.11)
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	153,252.78	532,421.10	438,084.46	247,589.42		247,589.42
RECREATION BENEFIT	-	0.13	0.13	-		-
GOLF COURSE	1,399.35	198,662.38	176,194.94	23,866.79		23,866.79
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	36,461.62	41,852.09	37,630.80	40,682.91		40,682.91
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	138,538.56	65,000.00	91,292.59	112,245.97		112,245.97
CAPITAL IMP. - STREETS	116,593.98	2,000.00	16,361.63	102,232.35		102,232.35
CAPITAL IMP - SEWER	4,000.00	-	-	4,000.00		4,000.00
CAPITAL IMP - GRANTS	74,142.13	272,306.00	-	346,448.13		346,448.13
CAPITAL IMP - WATER	-	-	-	-		-
ELECTRIC REVENUE BONDS	3,029,838.11	8,352.78	537,866.14	2,500,324.75		2,500,324.75
ELECTRIC BOND RESERVE	147,868.81	254,172.94	104,300.00	297,741.75		297,741.75
CAFETERIA 125 # 50	43,826.84	27,464.62	19,508.59	51,782.87		51,782.87
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,269.54	11,706.64	11,148.64	13,827.54		13,827.54
FORFEITURES # 53	978.42	1,875.00	1,000.00	1,853.42		1,853.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	5,714,016.71	7,406,005.47	6,494,948.69	6,625,073.49	-	6,625,073.49

CASH TRANSACTIONS REPORT

YEAR: THROUGH JULY
City of Osawatomie

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Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	427,561.07	1,818,711.52	1,573,316.79	672,955.80
02-000-100.101	CASH & INVESTMENTS	243,189.12	541,647.79	540,076.64	244,760.27
03-000-100.101	CASH & INVESTMENTS	516,295.78	2,124,334.81	2,135,118.30	505,512.29
04-000-100.101	CASH & INVESTMENTS	83,706.81	757,963.55	512,766.92	328,903.44
05-000-100.101	CASH & INVESTMENTS	7,759.60	235,435.16	198,427.87	44,766.89
06-000-100.101	CASH & INVESTMENTS	108,330.36	44,344.89	8,219.30	144,455.95
07-000-100.101	CASH & INVESTMENTS	0.00	1.06	1.06	0.00
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	70,912.74	72,492.70	57,019.71	86,385.73
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	100,083.71	23,588.54	19,518.90	104,153.35
12-000-100.101	CASH & INVESTMENTS	148,183.62	102,111.21	64,034.32	186,260.51
13-000-100.101	CASH & INVESTMENTS	202,541.60	538,606.15	203,829.33	537,318.42
14-000-100.101	CASH & INVESTMENTS	15,083.11	65,325.09	83,602.31	-3,194.11
15-000-100.101	CASH & INVESTMENTS	0.84	7,337.00	7,337.00	0.84
16-000-100.101	CASH & INVESTMENTS	153,252.78	544,539.10	450,202.46	247,589.42
17-000-100.101	CASH & INVESTMENTS	0.00	0.13	0.13	0.00
18-000-100.101	CASH & INVESTMENTS	1,399.35	216,548.37	194,080.93	23,866.79
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	36,461.62	47,434.79	43,213.50	40,682.91
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	138,538.56	65,000.00	91,292.59	112,245.97
25-000-100.101	CASH & INVESTMENTS	116,593.98	2,000.00	16,361.63	102,232.35
26-000-100.101	CASH & INVESTMENTS	4,000.00	0.00	0.00	4,000.00
27-000-100.101	CASH & INVESTMENTS	74,142.13	272,306.00	0.00	346,448.13
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	3,980,278.76	3,980,278.76	0.00
33-000-100.101	CASH & INVESTMENTS	3,029,838.11	8,352.78	537,866.14	2,500,324.75
43-000-100.101	CASH & INVESTMENTS	147,868.81	254,172.94	104,300.00	297,741.75
50-000-100.101	CASH & INVESTMENTS	43,826.84	27,558.12	19,602.09	51,782.87
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,269.54	12,106.64	11,548.64	13,827.54
53-000-100.101	CASH & INVESTMENTS	978.42	1,875.00	1,000.00	1,853.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		5,714,016.71	11,764,072.10	10,853,015.32	6,625,073.49
Total for 100.101		5,714,016.71	11,764,072.10	10,853,015.32	6,625,073.49
Grand Totals:		5,714,016.71	11,764,072.10	10,853,015.32	6,625,073.49