

OSAWATOMIE CITY COUNCIL

REVISED AGENDA

October 13, 2016

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Daneale White, Osawatomie Church of the Nazarene.
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. October 13 Agenda
 - B. Council Minutes for September 8, 2016
 - C. Appropriations Ordinance 2016-08
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.
7. Presentations & Proclamations
 - A. Proclamation – Constitution Week
8. Public Hearings
 - A. *CDBG Application Phase 2 Main Street Replacement***
9. Unfinished Business
 - A. Proposed Change Order No. 1 – McConnell & Assoc. – CDBG Sports Complex
 - B. Pay Application No. 1 – McConnell & Assoc. – CDBG Sports Complex
 - C. Proposed Change Order No. 1 – IES Commercial – 7th Street Substation
 - D. Pay Application No. 2 & No. 3 – IES Commercial – 7th Street Substation
 - E. Proposed Ordinance & Agreements – Parallel Generation/Net Metering
10. New Business
 - A. 9th Street Substation
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session – Preliminary Discussion of Acquisition of Real Property
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – October 27, 2016

Osawatomie, Kansas. **September 8, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hunter, Hampson, LaDuex, Maichel, Wright and Walmann. Absent was Farley. Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Interim Police Chief David Ellis, Bryce Smith with L&K Services, Charity with the Miami County Republic and Joel Beazley.

INVOCATION. Joel Beazley with Blessed Hope Seventh Day Adventist Church.

CONSENT AGENDA. Approval of September 8th Agenda and Council Minutes for July 28th and August 25th. **Motion** made by LaDuex, seconded by Hunter to approve the Consent Agenda as presented without August 11th minutes. Yeas: All. **Motion** made by LaDuex, seconded by Maichel to approve the August 11th minutes with adding to Tamara Maichel's Council Report ' the properties on Lincoln and Carr between 7th & 8th Streets, with similar failing septic issues to'. Yeas: All.

COMMENTS FROM THE PUBLIC.

Joel Beazley with Blessed Hope Seventh Day Adventist Church was pleased to announce that the church is working on offering seminars the first part of the year for people struggling with depression. The church realized that depression is becoming a wide spread problem and wants to reach out to people to help.

PRESENTATIONS.

Bryce Smith, with L&K Services, spoke to the council regarding why the trash and recycling services changed routes. He also addressed concerns that he knows have become issues since the change and how he is hoping that the schedule becomes smoother for customers.

PUBLIC HEARINGS. none

UNFINISHED BUSINESS.

PROPOSED ORDINANCE & RESOLUTION – PARKS & TREES COMMITTEE. City Manager Cawby proposed the Parks & Trees Committee and the duties that the committee would provide to the community. **Motion** made by LaDuex, seconded by Hunter to Approve the Ordinance for a Parks & Trees Committee and Repeal the Parks & Recreation Advisory Committee. Yeas: All. **Motion** made by Hunter, seconded by Maichel to Approve the Resolution for a Parks & Trees Committee with the deletion of 'the previously named parks and recreation committee as' in the Resolution Title. Yeas: All.

NEW BUSINESS.

PRESENTATION OF ELECTRIC SYSTEM 2015 ANNUAL REPORT. City Manager Cawby provided the report to the Council as a requirement of the Bond Insurer per our agreement. We will also send a copy of the city's audit and budget report. **Motion** made by

Hunter, seconded by LaDuex Accepting the Report as Presented from City Manager Cawby.
Yeas: All.

COUNCIL REPORTS. None.

MAYOR'S REPORT.

Was asked to attend the State Hospital later this week to review the progress of the facility in the last year. Wanted to remind everyone that the Annual League Conference was coming up soon.

CITY MANAGER'S REPORT.

Interim Police Chief David Ellis presented the August Summary of Reports from the Police Department.

Crews are working on maintenance projects currently. The parking lot behind the Police Department is on the list of projects.

EXECUTIVE SESSION.

Motion made by LaDuex, seconded by Hunter to go into Executive Session for the purpose of Preliminary Discussion of Acquisition of Real Property including the City Council, City Attorney, City Manager and Interim Police Chief David Ellis for 10 minutes beginning at 7:40 p.m. – No action taken.

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:51 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

Record of Ordinances

ORDINANCE NO. 2016-08

DATE WARRANTS ISSUED:
August 31, 2016

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	
KMEA	WAPA Electricity	1781	12,242.38
KMEA	SPA Electricity	1782	3,880.82
KMEA	GRDA Electricity	1783	89,987.95
City of Osawatomie	Petty Cash Reimbursement	1780	5,028.91
Jennifer Haefele	Contractual for Library	48086	454.50
6th Street Auto	Replace Coil Pack	48087	146.96
Ace Pest Control	Pest Control	48088	475.00
Apparatus Services, LLC	Pump Testing, Pump Repair	48089	2,453.76
Applied Maintenance Supplies	Sqwincher Kwik Stik	48090	129.17
Arrowhead Scientific, Inc.	Meth Kits	48091	164.50
AT&T	Rtu's	48092	222.67
Baker & Taylor	Books	48093	202.75
Baldrige Engineering, Inc.	Concrete Testing, Cylinders	48094	11,815.50
Belger Cartage Service	Set Generators, Transformer	48095	21,810.00
BG Consultants, Inc.	Consulting Services	48096	4,639.50
Bowes Automotive Products	Tire Repair Supplies	48097	45.95
Brewer's Automotive Repair, Inc.	Replace Batteries, Wire to Battery	48098	479.57
C&G Merchants Supply	Chips, Towels, Straws	48099	233.21
Center for Education & Employment	Encyclopedia of Public Employment	48100	254.95
Centurylink	Services	48101	752.79
Deffenbaugh Industries	Sludge Haul Off	48102	931.60
Delta Dental of Kansas	Dental Insurance	48103	3,082.38
Director of Accounts and Reports	2015 Audit Filing Fee	48104	150.00
Fatboy Electric, Inc.	Replace Contact Kit	48105	220.00
Galls	Jackets	48106	75.20
Hawkins, Inc.	Aqua Hawk, Ozone	48107	7,027.10
Home Depot	Jig Saw, Blades, Rake, Washer	48108	547.97
Industrial Sales	Flange Gasket	48109	8.55
Integrity Management Solutions, LLC	Evidence Management Database Lic.	48110	50.00
JP Cooke Co.	Animal Tags	48111	64.73
Jarred, Gilmore & Phillips	2015 Audit Final Billing	48112	3,650.00
JEO Consulting Group	Consulting Services	48113	23,674.25
John Deere Financial	Oil Filter, Blade	48114	65.85
Johnson County Community College	Communicating for Leadership	48115	392.70
Kansas City Wilbert	Grave Opening	48116	1,019.20
Kansas One Call	Locates	48117	65.00
League of Kansas Municipalities	STO & UPOC Books	48118	385.04
Logicnow Limited	Mailbox Filtering	48119	88.45
Louisburg Ford Sales, Inc.	Switch Assembly, Bushing	48120	136.93
Lybarger Oil	Dyed Diesel Fuel	48121	1,695.52

Record of Ordinances

DATE WARRANTS ISSUED:
August 31, 2016

Page No. 2

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Mike Mallory	Greens Aeration	48122	1,000.00
Maxx HD Sunglasses	Sunglasses	48123	253.84
Miami County EMS	Ambulance-Prisoner Care	48124	591.80
Miami County Medical Center	CPR Course	48125	70.00
Miami County Sheriff's Office	Prisoner Care	48126	1,361.00
Mid States Energy Works, Inc.	Install Voltage Regulator	48127	3,051.00
Midwest Systems, Inc.	Breaker, Coil, Breaker Contractor Kit	48128	663.41
Midwest Turf, Inc.	Bedknife Screws	48129	254.33
Nekls	Flash Drives	48130	100.00
NPG Newspapers	Condemnations, Treasurers Report	48131	1,424.68
Osawatomie Pet Clinic	Examinations	48132	221.00
Pace Analytical	Analytical Charges	48133	351.00
Paola Do it Best Hardware	Bend, Elbow	48134	25.16
Pepsi	Pop, Gatorade	48135	958.10
Praxair	Acetylene, Oxygen	48136	207.87
Professional Turf Products	Motor Assembly	48137	291.36
Protective Equipment Testing Lab	Glove Testing	48138	407.54
Quill	Toner, Ink, Paper, Coffee	48139	291.74
R&R Products Inc.	Shaft, Roller, Screw, Receiver	48140	221.07
Rejis Commission	Leweb Subscription	48141	32.76
Ricoh	Copies	48142	266.46
RMI Golf Cars	Key	48143	38.00
Rural Water 1	Services	48144	193.79
Scott Michie Planning Services	Consulting Services	48145	1,210.68
Site One Landscape Supply	Sprayable, Adapter, Hose, Basin Kit	48146	1,710.14
Smitty's Lawn & Garden Equipment	Tire Wheel Assembly, Regulator	48147	226.61
Suddenlink	Internet	48148	209.85
T.A.C. Garage Door	Garage Door Service Call	48149	85.00
T2 Holdings, LLC	Shredding	48150	60.00
USA Bluebook	Chlorine Swiftest, Hard Hat	48151	428.08
Van Wall Equipment	Frame	48152	239.82
Viking Industrial Supply	Paper Products	48153	319.54
Walmart	DVD's, Sirloin Tips, Buns, Gatorade	48154	1,328.66
Witmer Public Safety Group	Shields	48155	137.76
KMEA	EMP Electricity	1784	64,983.19
Kansas Employment Security Fund	2nd Qtr. Unemployment	1785	632.81
Reserve Account	Postage	48156	1,200.00
Crawford Sales Company	Budweiser	48157	248.10
Void		48158	-
Missouri Highway Patrol	2012 Chevy Impala	48159	9,650.00
Crawford Sales Company	Budweiser	48160	561.90
Midwest Distributors	Miller	48161	593.15
Southwest Power Pool	Affected System Study	48162	10,000.00
City of Osawatomie	Utilities	48163	10,215.13
CJ Feeds & Supply	Cat Litter, Bucket	48164	69.60

Record of Ordinances

DATE WARRANTS ISSUED:
August 31, 2016

Page No. 3

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Continental Research Corp.	Perma Seal Tape	48165	78.02
Dish Network	Services	48166	104.02
Richard Fisher, Jr.	Attorney Fees	48167	1,575.00
IES Commercial, Inc.	7th Street Substation Phase II	48168	3,747.75
Mid States Energy Works, Inc.	7th Street Substation Phase IV	48169	6,255.90
Void		48170	-
Nicholson, Dasenbrock & Harley	Attorney Fees	48171	3,407.50
Paola Do It Best Hardware	Hose	48172	31.58
Suddenlink	Internet	48173	519.89
Verizon	Internet	48174	40.01
Visa	ICMA Conference, Raft Repair Kit	48175	1,135.62
Visa	Books, DVD's, Canvas, Cookies	48175	251.50
Visa	Pizza, Screw in Bases	48176	375.66
Visa	Cargo Pants, Shirts, Vest, Handcuffs	48177	806.52
Visa	Fuel, Steak, Gatorade, Water, Candy	48178	517.56
Wex Bank	Fuel	48179	4,103.78
Winterscheid Auto Parts	Brake Pads, Spark Plugs, Filters	48180	-
Winterscheid Auto Parts	Brake Pads, Spark Plugs, Filters	48181	1,972.67
Family Center	Drill, Wood Bit, Ratchet Straps, Clamp	48182	547.55
Kansas Dept. of Health & Environment	Construction Permit	48183	2,417.34
United Healthcare	Health Insurance	1786	45,067.75
Kansas Department of Revenue	Sales Tax	1787	12,176.23
Kansas Department of Revenue	Compensating Use Tax	1788	173.86
Kansas Department of Revenue	Sales Tax	1789	979.90
Alomar Uniforms	Holster	48184	179.00
Baker & Taylor	Books	48185	241.93
Beachner Grain, Inc.	Glyphosate	48186	118.50
Bradley A/C & Heating	Replaced Condenser Fan Motor	48187	1,320.86
Brewer's Automotive Repair	Battery, Tire	48188	188.53
C&G Merchants Supply, Inc.	Paper Towels, Chips	48189	64.62
City of Baldwin City	Electric Meters	48190	2,000.00
Computers & More, LLC	Phones, Routers, Battery Back Up	48191	1,453.82
Conrad Fire Equipment, Inc.	Safety Vest	48192	10.00
Cow Palace	Hot Dogs	48193	84.00
Deffenbaugh Industries	Sludge Haul Off	48194	881.04
Deco	CD Album, Ozobot	49195	298.14
Detroit Industrial Tool	Caution Tape, First Aid Kit	48196	309.40
Ditch Witch	Clamp	48197	352.21
Donna & Viola's Shirts	Shirts	48198	174.90
Ed Roehr Safety Products	Tactical Assault Carrier	48199	150.00
Emg, Inc.	Energy Consulting	48200	2,032.00
Evangeline Specialities, Inc.	Hazard Marker Signes	48201	120.35
Evco Wholesale Food Corp.	Gatorade, Hamburger, Coffee, Cups	48202	589.80
Richard Fisher, Jr.	Attorney Fees	48203	50.00
Galls	Badges, Brass Collar, Nameplate	48204	402.11

Record of Ordinances

DATE WARRANTS ISSUED:
August 31, 2016

Page No. 4

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Gallagher Benefit Services, Inc.	Administration Fee	48205	467.00
Governmental Assistance Services	Administrative Services	48206	2,709.45
Hawkins, Inc.	Azone	48207	1,437.50
HD Supply Waterworks	Adapter Ring, Lid, Clamp	48208	414.71
Rick Jackson	Scuba Class	48209	810.00
JCI Industries, Inc.	Pump	48210	15,920.00
JEO Consulting Group	Consulting Services	48211	10,382.50
Kansas City Power & Light	Services	48212	3,184.88
Kansas Department of Commerce	JTC Oil Lease-Aug 2016	48213	1,000.00
Kansas Dept. of Health & Environment	Wastewater Permit	48214	245.00
Kansas Gas Service	Services	48215	431.32
Killough Construction	Asphalt	48216	1,410.75
Kincaid Ready Mix	Concrete	48217	1,610.50
L&K Services	Refuse	48218	32,728.90
Laser Impressions, Inc.	Engraved Book Spine	48219	155.20
League of Kansas Municipalities	Fall Conference, STO & Upoc	48220	469.36
Louisburg Ford Sales, Inc.	Spark Plug, Coil Assembly	48221	459.84
Lybarger Oil	Dyed Diesel	48222	14,548.70
Mid States Energy Works, Inc.	Install Breaker	48223	3,982.00
Kansas State Treasurer	Bond Principal & Interest	1790	660,041.60
A-Z Mobile RV Repair	Ventline Vent Lid	48224	13.53
BG Consultants	Consulting Services	48225	1,344.50
Jeff Boyle	Consulting Services	48226	641.83
Century Link	Long Distance	48227	43.55
Century Link	Services	48228	752.55
Century Link	Rtu's	48229	276.56
Douglas Pump	Aurora Pump Impeller	48230	8,357.99
Elliott Insurance, Inc.	Add Golf Carts, Impala	48231	485.00
Gearzone Products	Duty Belt, Pants, Handcuff Pouch	48232	669.92
Home Depot	Wire, Duct Tape	48233	170.34
John Deer Financial	Lock Kit, Arm	48234	919.46
Kansas Heavy Construction	Sidewalk Improvements, Main Street	48235	139,520.38
Kriz Davis	Wire, Elbow, Riser, Coupler	48236	5,070.60
M&M Golf Cars, LLC	Golf Cars	48237	1,487.00
Madden Rental	Portable Toilet Rental	48238	905.00
Marc	Membership Dues	48239	1,095.00
Martin Pringle	Municipal Matters, City Prosecutor	48240	3,702.76
Maxim Golf Solutions, LLC	Consulting Services	48241	1,250.00
McConnell Machinery	Belt, Mirror, Pin	48242	157.98
Loren McCrea	Changed Oil, Spark Plugs, Coil	48243	200.00
Metcalf Ridge Golf Club	Cart Rental	48244	490.00
Miami County EMS	Ambulance-Prisoner Care	48245	577.80
Miami County Road & Bridge	Chip Seal Lake Road	48246	21,833.32
Miami County Sheriff's Department	Prisoner Care	48247	1,835.48
Miami County, Kansas	Mini Grant	48248	230.00

Record of Ordinances

DATE WARRANTS ISSUED:
August 31, 2016

Page No. 5

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Miami Lumber, Inc.	Lumber, Screw Setter, Drill Bit	48249	395.25
Moon's IGA	Ribs, Water, Pop, Ice Cream	48250	551.63
National Sign Company	Striping Paint, Sign Stand, SQ Posts	48251	1,435.35
NEKLS	Ear Buds, DVD Case	48252	98.00
Nowak Construction Co., Inc.	Water Line Project	48253	41,162.15
NPG Newspapers	Best of Miami County	48254	275.00
Oil Patch	Nipple, Coupling, PVC Cement	48255	102.34
Olathe Medical Services	Physical	48256	63.00
Olathe Winwater Works Co.	Meter Pit, Lid, Insert, Tracer Wire	48257	1,594.50
Osawatomie Chamber of Commerce	Appropriation	48258	8,000.00
Pace Analytical	Analytical Charges	48259	316.00
Paving Maintenance Supply	Polyflex, Backer Rod, Tip	48260	2,686.30
R.E. Pedrotti Co., Inc.	Power Supply	48261	233.53
Pepsi	Pop	48262	307.35
Psychological Resources	Psychological Evaluation	48263	135.00
R&J Trucking	Gravel Hauling	48264	1,088.40
Redwood Toxicology Laboratory	Drug Testing Supplies	48265	448.00
Rejis Commission	Leweb Subscription	48266	32.76
Ricoh	Copier Lease	48267	280.78
Ricoh	Copier Lease	48268	96.87
Ricoh	Copier Lease	48269	183.90
RMI Golf Carts	Beverage Holder	48270	8.06
Royal Publishing	Ad	48271	225.00
Safe Kids Worldwide	CPS Technician Certification	48272	85.00
Sensus Metering Systems	Sensus System Support	48273	1,815.92
Stanley Steamer	Clean Carpets	48274	325.00
Suddenlink	Internet	48275	89.93
Superior Lamp, Inc.	Bulbs	48276	940.89
Superior Vision	Vision Insurance	48277	606.87
T2 Holdings, LLC	Shredding	48278	60.00
Debbie Talley	Memorial Hall Janitorial	48279	375.00
Thomas Outdoor Advertising, Inc.	Billboard Rental	48280	540.00
Tomo Drug Testing	Drug Testing Supplies	48281	298.00
Turfwerks	Field Decoder	48282	446.10
University of Kansas	Firearms Instructor School	48283	850.00
Unum Life Insurance Company	Life Insurance	48284	532.90
UPS Store	Postage	48285	20.55
USA Blue Book	CalGas, Walter Crucible Holder	48286	295.78
USD 367 Sport & Fitness Zone	Membership	48287	40.00
Van Diest	Biomist	48288	681.50
Van Wall Equipment	Stationary, Cap, Screw	48289	524.68
Vermeer	Vac Trailer Rental	48290	2,200.00
Viking Industrial Supply	Paper Products	48291	142.60
Wade Quarries	Gravel	48292	433.72
The Work Zone, Inc.	Telespar Post	48293	109.60

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week;

NOW, THEREFORE, I, L. Mark Govea, Mayor of the City of Osawatomie, do hereby proclaim the week of September 17th through September 23, 2016 as

Constitution Week

and I urge all citizens to reaffirm the ideals that the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained

Proclaimed this 22nd day of September, 2016.

L. Mark Govea, Mayor
City of Osawatomie

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: October 13, 2016

AGENDA ITEM: **Change Order #1, Pay Applications #1 – Sports Complex Courts**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Change Order #1 was submitted by McConnell & Assoc. to make the following changes:

1. Add \$2,625 for additional coring needed for fences
2. Add \$1,290 for additional concrete to put under fences
3. Delete \$4,995 for conduit for future lighting

The School District has reviewed these changes and approved.

Also, pay application #1 is now due to McConnell. I spoke with Supt. French and he was pleased with the progress and performance of the contractor.

COUNCIL ACTION NEEDED: Review and consider the items.

STAFF RECOMMENDATION TO COUNCIL:

1. Staff recommends approval of Change Order No. 1 in the amount of -\$980 for McConnell & Associates on the Sports Complex Court Project.
2. Staff recommends approval of Pay Applications #1 for McConnell for the same project.

Date of Issuance: 9/8/2016	Effective Date: 9/8/2016
Owner: The City of Osawatomie, KS	Owner's Contract No.:
Contractor: McConnell & Associates	Contractor's Project No.:
Engineer: BG Consultants	Engineer's Project No.: 15-1372L
Project: Karl E. Cole Sports Complex Improvements	Contract Name: Karl E. Cole Sports Complex Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Additional core drilling on the east side for fence posts. 12" wide concrete mow strip to facilitate the fencing on the north and south. Removal of Conduit Placement.

Attachments: *Contractor's Bid Sheet*. Exhibit Showing Subtraction of Conduit.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 158,815.00</u>	Original Contract Times: Substantial Completion: <u>35</u> Ready for Final Payment: <u>45</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u> </u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u>1</u> : Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days
Contract Price prior to this Change Order: <u>\$ 158,815.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates
Decrease of this Change Order: <u>\$ 980.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 157,835.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Dylan Roth</i></u>	By: _____	By: <u><i>[Signature]</i></u>
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u><i>Design Engineer</i></u>	Title _____	Title <u><i>Project Manager</i></u>
Date: <u><i>9-8-2016</i></u>	Date _____	Date <u><i>9/29/16</i></u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**CHANGE ORDER NO.1
DESCRIPTION OF CHANGES**

Engineer's Project. No. 15-1372L

Project: Karl E. Cole Sports Complex Improvements
Contractor: McConnell & Associates

Description of Changes:

Additional Coring:

During Construction, it was determined that the fence posts on the east side would require additional coring. The result is a **increase of \$2,625.00** to the Construction Contract Price (Base Bid).

12" Concrete Mow Strip:

During Construction, it was determined that adding a 12" mow strip on the north and south would allow the fence to sit on concrete rather than in the grass – increasing the visual appeal of the project and decreasing the maintenance of the grass along the fence line. The result is a **increase of \$1,390.00** to the Construction Contract Price (Base Bid).

Bid Item #12:

During Construction, it was determined that placement of conduit for future lighting was not needed. This results in a **decrease of \$4,995.00** to the Construction Contract Price (Base Bid).

This results in a total **decrease of \$980.00** to the Construction Contract Price and **NO CHANGE** in **Working Days** to the Contract Times.



PROPOSAL

Bid ID Number:36539
Date:9/1/2016

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Osawatomie 439 Main Street Osawatomie, KS 66064</p> <p>PHONE: _____ FAX: _____</p> <p>CONTACT: Dylan Medlock</p>	<p>Job Proposed: Karl E. Cole Sports Complex - <u>CHANGE ORDER 001</u> 900 12th Street Osawatomie, KS 66064</p>
---	--

Description	Quantity	Units	Net Price
Core 18" holes in concrete sidewalk along East side	13		\$2,625.00
Install 4" thick 12" wide mow strip under the fence along the North and South side of the planned tennis courts.	185	LF	\$1,390.00
Total			\$4,015.00

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms, including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date Accepted: _____

Mike Mehaffey

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Item #	Description	Quantity	Unit	McConnell & Associates	
				Unit Price	
1.	Mobilization	0	Lump Sum	\$ 1,456.00	\$ -
2.	Contractor Construction Staking	0	Lump Sum	\$ 850.00	\$ -
3.	Removal of Existing Structures	0	Lump Sum	\$ 750.00	\$ -
4.	Unclassified Excavation	0	Cu. Yd.	\$ 30.00	\$ -
5.	Compaction of Earthwork (Type B)(MR-90)	0	Cu. Yd.	\$ 3.00	\$ -
6.	Aggregate Base (AB-3)(6")	0	Sq. Yd.	\$ 12.75	\$ -
7.	Extend Tennis Court - Concrete Pavement (4" Uniform)(AE)	0	Sq. Yd.	\$ 45.00	\$ -
8.	Resurface Basketball and Tennis Courts (Acrylic Surface)	0	Lump Sum	\$ 29,925.00	\$ -
9.	Basketball Goal with Pole and Footing	0	Each	\$ 2,790.00	\$ -
10.	Tennis Court Net with Poles and Footings	0	Each	\$ 2,000.00	\$ -
11.	Chain Link Fencing (10' Height)(4 Gates)	0	Lin. Ft.	\$ 70.00	\$ -
12.	Place Electrical Conduit for Future Electrical (Only Under Newly Poured Concrete	-1	Lump Sum	\$ 4,995.00	\$ (4,995.00)
Base Bid Total =				\$	(4,995.00)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO (OWNER):
City of Osawatomie

PROJECT:
Karl E. Cole Sports Complex

APPLICATION NO: 1

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 9/30/2013

FROM (CONTRACTOR):
MC CONNELL & ASSOCIATES CORP

VIA (ARCHITECT):
BG Consultants

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 8/10/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	9/8/2016		(980.00)
TOTALS		-	(980.00)
Net change by Change Orders		-	(980.00)

1. ORIGINAL CONTRACT SUM	\$	<u>158,815.00</u>
2. Net change by Change Orders	\$	<u>(980.00)</u>
3. CONTRACT SUM TO DATE	\$	<u>157,835.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>57,700.00</u>
5. RETAINAGE		
a. 10% of Completed Work (Column D + E on G703)	\$	<u>5,770.00</u>
b. _____% of Stored Material (Column F on G703)	\$	<u>-</u>
Total Retainage (Line 5A + 5b or Total in Column I of G703)	\$	<u>5,770.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>51,930.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>-</u>
8. CURRENT PAYMENT DUE	\$	<u>51,930.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	<u>105,905.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MC CONNELL & ASSOCIATES CORP.

1225 IRON STREET
NORTH KANSAS CITY, MO 64116-4008

By: [Signature] Date: 9.29.16

State of: Missouri County of: CLAY
Subscribed and sworn to before me this 29 day of September
Notary Public: [Signature]
My Commission Expires: 10/10/17

DAWN R. SPEARS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: October 10, 2017
Commission Number: 13777096

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 51,930.00
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: [Signature] Date: 10/12/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 1

Contractor's signed Certification is attached.

APPLICATION DATE: 6.24.16

In tabulation below, amounts are stated to the nearest dollar.

PERIOD TO: 6.30.16

Use Column I on Contracts where variable retainage for the line items may apply

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G+C)			
	Mobilization	\$1,450.00		\$1,450.00		\$1,450.00	100%	\$0.00	\$145.00
	Contractor Construction Staking	\$850.00		\$850.00		\$850.00	100%	\$0.00	\$85.00
	Removal of Existing Structures	\$750.00		\$750.00		\$750.00	100%	\$0.00	\$75.00
	Unclassified Excavation	\$6,000.00		\$6,000.00		\$6,000.00	100%	\$0.00	\$600.00
	Compaction of Earthwork	\$600.00		\$600.00		\$600.00	100%	\$0.00	\$60.00
	Aggregate Base	\$1,275.00		\$1,275.00		\$1,275.00	100%	\$0.00	\$127.50
	Extend Tennis Court Pavement - Concrete	\$45,450.00		\$9,000.00		\$9,000.00	20%	\$36,450.00	\$900.00
	Acrylic Surfacing	\$29,925.00				\$0.00	0%	\$29,925.00	\$0.00
	Basketball Goal with Pole and Footing	\$11,160.00		\$5,580.00		\$5,580.00	50%	\$5,580.00	\$558.00
	Tennis Court Net with Poles and Footing	\$4,000.00		\$2,000.00		\$2,000.00	50%	\$2,000.00	\$200.00
	Chain Link Fence	\$52,360.00		\$26,180.00		\$26,180.00	50%	\$26,180.00	\$2,618.00
	Electrical Conduit	\$4,995.00		\$4,995.00		\$4,995.00	100%	\$0.00	\$499.50
	Change Order 001	(\$980.00)		(\$980.00)		(\$980.00)	100%	\$0.00	(\$98.00)
		\$157,835.00	\$0.00	\$57,700.00	\$0.00	\$57,700.00		\$100,135.00	\$5,770.00

WAIVER & RELEASE OF LIEN

PROJECT: Karl E. Cole Sports Complex
JOB NUMBER: N/A

OWNER: City of Osawatomie

WHERE AS THE UNDERSIGNED [X] Contractor, [] Subcontractor, [] Supplier, [] Architect or Engineer, []
has provided labor, services, materials or equipment, for the above project, under an agreement with:

EG Consultant

In its capacity as [] Owner or Owner's agent, [] Contractor, [] Subcontractor, [X] Architect or Engineer

Section A: (check and initial only one of the following indicating if this is a Partial or Final Waiver)

[X] Initial MM PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or
equipment provided in the amount of (\$ 51,930) covering the following Payment Request(s) or Invoices(s):

Together with any previous payments(s) already received, but excluding any retainage or any labor, services,
materials or equipment provided after the date of:

OR

[] Initial FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or
equipment provided in the amount of: \$ covering the following Payment Request(s) or Invoices(s):

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: Date of Application 9/29/16, Application # 1, Payment Amount \$ 51,930.00

Section B: (check and initial only one of the following indicating if this is a Conditional or Unconditional Waiver, and
unconditionally acknowledge previous payments)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the
property, project. Owners and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of
payment received, as indicated above and as limited below:

[X] Initial MM CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final
bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked
"paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay
request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

OR

[] Initial UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above amount
for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ 0
in previous payments and does hereby grant unconditional release of all above described claims for that amount.

THE PERSON SIGNING below does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME:
McConnell + Associates
ADDRESS:
1225 Iron St.
North Kansas city, mo 64116

SIGNED: [Signature]
TITLE: P.M.

State of: Mo
County of: Clay
Subscribed and sworn to before me this
29 day of September, 2016
NOTARY PUBLIC:
SIGNED: [Signature]
My Commission Expires: 10/10/17

DAWN R. SPEARS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: October 10, 2017
Commission Number: 13777096

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: October 13, 2016

AGENDA ITEM: **Change Order #1, Pay Applications #2 & #3 – 7th Street Substation**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Change Order #1 was submitted by IES Commercial for additional cabling work which we knew we would have to add at a later date. JEO has received and approved the proposed change order \$13,120. The amount was already planned for in the project budget.

Also included are Pay Applications #2 and #3 for IES on the 7th Street Substation. JEO has approved these applications.

COUNCIL ACTION NEEDED: Review and consider the items.

STAFF RECOMMENDATION TO COUNCIL:

1. Staff recommends approval of Change Order No. 1 in the amount of \$13,120 for IES on the 7th Street Substation.
2. Staff recommends Pay Applications #2 and #3 to IES for the 7th Street Substation.

Date of Issuance: **October 6, 2016** Effective Date: **October 13, 2016**
 Owner: **City of Osawatomie, Kansas** Owner's Contract No.:
 Contractor: **IES Commercial, Inc.** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **141554**
 Project: **7th Street Substation Phase II** Contract Name: **7th Street Substation Phase II**

The Contract is modified as follows upon execution of this Change Order:
 Description: **Furnish and install all control conductors and ethernet cabling per NMC Power Systems control conductor schedule received September 19, 2016.**

Attachments: **IES Commercial, Inc. Generator Controls Cabling proposal**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>146,823.00</u> <i>days or dates</i>	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ <i>days or dates</i>
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>0.00</u> <i>days</i>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ <i>days</i>
Contract Price prior to this Change Order: \$ <u>146,823.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <i>days or dates</i>
[Increase] [Decrease] of this Change Order: \$ <u>13,120.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <i>days or dates</i>
Contract Price incorporating this Change Order: \$ <u>159,943.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <i>days or dates</i>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>MATT E. KALIN</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>PROJECT ENGINEER</u>	Title: _____	Title: <u>VICE PRESIDENT</u>
Date: <u>10-12-16</u>	Date: _____	Date: <u>10-10-16</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order Estimate - Lump Sum Work

JEO Project Name: 7th Street Substation Phase II		JEO Project Number: 141554
Owner: City of Osawatomie, Kansas		Change Order Number: 1
Contractor: IES Commercial, Inc.		Effective Date: October 13, 2016
Item		Change Order Information
Specification Section No.	Description	Scheduled Value
	Furnish and install all control conductors and ethernet cabling per NMC Power Systems control conductor schedule received September 19, 2016.	\$13,120.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Total:	\$13,120.00



October 6, 2016

Blake Madden
City of Osawatamie, KS.
439 Main Street
Osawatamie, KS. 66064

7th Street Substation Phase II
Generator Controls Cabling

Blake,

Please review following pricing/scope per NMC control schematic:

- Furnish and install all 120v multiconductor cabling per Control Conductor Schedule.
- Furnish and install all Belden 8719 cabling per Control Conductor Schedule.
- Furnish and install all Cat 5e Ethernet cabling per Control Conductor Schedule.
- All wiring in existing UG raceway or Tray
- Electrical Permit

We exclude the following:

- Final terminations
- Furnishing any final ID numbering system
- Furnishing any final controls drawings or as built
- Final start up/testing
- Sales Tax

Total Price 13,120⁰⁰

Please call with any questions or concerns.

Sincerely,
Mike Sindelar
Project Manager

A large, handwritten signature in black ink that reads 'Mike Sindelar'. The signature is written in a cursive style and is positioned over the typed name and title.

Contractor's Application for Payment No. 2

	Application Period: 8/15/2016	Application Date: 8/24/2016
To (Owner): City of Osawatomie, Kansas	From (Contractor): IES Commercial, Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: 7th Street Substation Phase II	Contract: 7th Street Substation Phase II	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 141554

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$ <u>\$146,823.00</u>
2. Net change by Change Orders.....	\$ _____
3. Current Contract Price (Line 1 ± 2).....	\$ <u>\$146,823.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ <u>\$73,062.65</u>
5. RETAINAGE:	
a. 10% X <u>\$73,062.65</u> Work Completed.....	\$ <u>\$7,306.27</u>
b. 10% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ <u>\$7,306.27</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ <u>\$65,756.39</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ <u>\$3,747.75</u>
8. AMOUNT DUE THIS APPLICATION.....	\$ <u>\$62,008.64</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ <u>\$81,066.62</u>

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.

Contractor Signature

By: *Wm Z...* Date: 9-19-16

Payment of: \$ \$62,008.64
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Math E. Neal* 9-23-16
(Engineer) (Date)

Payment of: \$ \$62,008.64
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): 7th Street Substation Phase II				Application Number: 2				
Application Period: 8/15/2016				Application Date: 8/24/2016				
		Work Completed		E	F		G	
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Generator Enclosure Re-Assembly Work: Complete with intake/discharge louvers, discharge scoops, exhaust catalyst/cablings/stacks/monitoring, stands/stairs/railings, exterior/interior lighting, motorized damper operation and all incidentals for a complete assembly.	\$24,341.00	\$1,217.05	\$18,255.75		\$19,472.80	80.0%	\$4,868.20
	Fencing	\$11,615.00		\$5,807.50		\$5,807.50	50.0%	\$5,807.50
	Grounding: Complete with equipment, fencing and all incidentals for a complete product.	\$20,200.00	\$1,010.00	\$4,040.00		\$5,050.00	25.0%	\$15,150.00
	Switchgear Building: New entry door	\$1,515.00						\$1,515.00
	Switchgear Building Electrical: Complete with exit/outdoor lighting, switching, conductors, conduit and all incidentals for a complete product.	\$12,291.00	\$1,937.12	\$2,364.73		\$4,301.85	35.0%	\$7,989.15
	Generator Electrical: Complete with conductors, connections and all incidentals for a complete product from each 4000/3 circuit breaker to the 1200/3 circuit breaker.	\$76,861.00		\$38,430.50		\$38,430.50	50.0%	\$38,430.50
	Final Grading/Rock Surfacing							
Totals		\$146,823.00	\$4,164.17	\$68,898.48		\$73,062.65		\$73,760.35

Application Number: 2
 Application Date: 08/15/16
 Period From: Start
 To: 08/15/16

Osawatamie 7th St. Substation - Phase 2 522064020
 Project No. 141554

IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE, NE 68949-0027
(308) 995-4462

A24

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED & STORED TO DATE
PHASE 2									
1	Generator Enclosure Re-Assembly Work	1	LS	24,341.00	24,341.00	0.80	19,472.80	0.00	19,472.80
2	Fencing	1	LS	11,615.00	11,615.00	0.50	5,807.50	0.00	5,807.50
3	Grounding	1	LS	20,200.00	20,200.00	0.25	5,050.00	0.00	5,050.00
4	Switchgear Building: New Entry Door	1	LS	1,515.00	1,515.00	-	0.00	0.00	0.00
5	Switchgear Building Electrical	1	LS	12,291.00	12,291.00	0.35	4,301.85	0.00	4,301.85
6	Generator Electrical	1	LS	76,861.00	76,861.00	0.50	38,430.50	0.00	38,430.50
7	Final Grading/Rock Surfacing	1	LS	FBO					
TOTAL BID FOR ALL UNIT PRICES					146,823.00	0.80	73,062.65	0.00	73,062.65

Contractor's Application for Payment No. 3

Application Period: 9/25/2016		Application Date: 10/13/2016
To (Owner): City of Osawatomie, Kansas	From (Contractor): IES Commercial, Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: 7th Street Substation Phase II	Contract: 7th Street Substation Phase II	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 141554

Application For Payment Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 146,823.00
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 146,823.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 106,630.40
5. RETAINAGE:	
a. 10% X \$106,630.40 Work Completed.....	\$ 10,663.04
b. 10% X _____ Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 10,663.04
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 95,967.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 65,756.39
8. AMOUNT DUE THIS APPLICATION.....	\$ 30,210.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 50,855.64

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.

Contractor Signature

By: Date: 10-10-16

Payment of: \$ 30,210.97
(Line 8 or other - attach explanation of the other amount)

is recommended by: MATT E. KALIN 10-12-16
(Engineer) (Date)

Payment of: \$ 30,210.97
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): 7th Street Substation Phase II				Application Number: 3			
Application Period: 9/25/2016				Application Date: 10/13/2016			
		Work Completed		E	F		G
A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D) This Period				
	Generator Enclosure Re-Assembly Work: Complete with intake/discharge louvers, discharge scoops, exhaust catalyst/cabling/stacks/monitoring, stands/stairs/railings, exterior/interior lighting, motorized damper operation and all incidentals for a complete assembly.	\$24,341.00	\$19,472.80 \$4,868.20		\$24,341.00	100.0%	
	Fencing	\$11,615.00	\$5,807.50 \$5,226.75		\$11,034.25	95.0%	\$580.75
	Grounding: Complete with equipment, fencing and all incidentals for a complete product.	\$20,200.00	\$5,050.00 \$10,100.00		\$15,150.00	75.0%	\$5,050.00
	Switchgear Building: New entry door	\$1,515.00					\$1,515.00
	Switchgear Building Electrical: Complete with exit/outdoor lighting, switching, conductors, conduit and all incidentals for a complete product.	\$12,291.00	\$4,301.85 \$1,843.65		\$6,145.50	50.0%	\$6,145.50
	Generator Electrical: Complete with conductors, connections and all incidentals for a complete product from each 4000/3 circuit breaker to the 1200/3 circuit breaker.	\$76,861.00	\$38,430.50 \$11,529.15		\$49,959.65	65.0%	\$26,901.35
	Final Grading/Rock Surfacing						
Totals		\$146,823.00	\$73,062.65 \$33,567.75		\$106,630.40		\$40,192.60

Application Number: 3
 Application Date: 09/25/16
 Period From: Start
 To: 09/25/16

Osawatamie 7th St. Substation - Phase 2 522064020
 Project No. 141554

IES COMMERCIAL, INC.
PO BOX 27
HOLDREGE, NE 68949-0027
(308) 995-4462

A27

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED & STORED TO DATE
PHASE 2									
1	Generator Enclosure Re-Assembly Work	1	LS	24,341.00	24,341.00	1.00	24,341.00	0.00	24,341.00
2	Fencing	1	LS	11,615.00	11,615.00	0.95	11,034.25	0.00	11,034.25
3	Grounding	1	LS	20,200.00	20,200.00	0.75	15,150.00	0.00	15,150.00
4	Switchgear Building: New Entry Door	1	LS	1,515.00	1,515.00	-	0.00	0.00	0.00
5	Switchgear Building Electrical	1	LS	12,291.00	12,291.00	0.50	6,145.50	0.00	6,145.50
6	Generator Electrical	1	LS	76,861.00	76,861.00	0.65	49,959.65	0.00	49,959.65
7	Final Grading/Rock Surfacing	1	LS	FBO					
TOTAL BID FOR ALL UNIT PRICES					146,823.00	3.85	106,630.40	0.00	106,630.40



September 23, 2016

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

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 two items to be discussed at the next regularly scheduled City council meeting:

1. JEO received a request for payment from IES Commercial, Inc. (IES) for the additional work completed on the '7TH Street Substation Phase II' project thru the 15th day of August 2016. The amounts for which IES is requesting has been completed to date and JEO recommends to approve Contractor's Application for Payment No. 2, included, in the amount of \$62,008.64. Please print out three copies and execute upon council approval. Keep one copy for your file, return one to IES with the payment and the final copy to JEO for our records.
2. JEO received Invoice 762462 in the amount of \$2,820.00 from Belger Cartage Service, Inc. (Belger) for work performed on behalf of the City. Belger unloaded three 2500 kVA pad-mount transformers from Solomon Corporation truck(s) and placed them on three existing concrete pads within the 7TH Street Substation. Invoice 762462, included, is recommended to be paid and shall be budgeted to the 7TH Street substation project.

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

Respectfully submitted,

Matt E. Kalin, PE
Project Engineer

Enclosure
MEK:skw

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

803 W. Norfolk Avenue | Norfolk, Nebraska 68701-5144 | p: 402.371.6416 | f: 402.371.5109

www.jeo.com

INVOICE

BELGER®

SINCE 1919



Cartage Service, Inc.

Invoice: 762462

WORK PERFORMED BY: KANSAS CITY, MO 816-472-0000

Customer: 118525

CITY OF OSAWATOMIE, KS
 ATTN: ACCOUNTS PAYABLE
 439 MAIN
 P O BOX #37
 OSAWATOMIE KS 66064

DATE: 08/29/16

TERMS

NET DUE ON RECEIPT OF INVOICE. STATEMENTS
 WILL ONLY BE SENT ON PAST DUE ACCOUNTS.

Please remit to: Belger Cartage Service, Inc.
 P.O. Box 534, Bedford Park, IL 60499-0534

PLEASE PAY BY INVOICE

DATE	ORDER	SERVICE	WEIGHT	TIME		RATE	AMOUNT
				HRS	MIN		
08/29	035788	LABOR AND EQUIPMENT		6		320.00	1,920.00
08/26		100 TON TRACTOR & TRAILER & DRIVER		6		150.00	900.00
WORK AT.....		7TH WALNUT AVE OSAWATOMIE, KS					
WORK DESC..		UNLOAD TRANSFORMERS 14,250LBS AND SET INTO PLACE AS DIRECT ORDERED BY MATT KALIN ***RETURN TO 19TH*** ** DO NOT MAIL**					
		P. O. NUMBER: NONE					
		T O T A L--->					2,820.00
		TERMS--NET DUE UPON RECEIPT A FINANCE CHARGE OF 1 1/2 PER- CENT PER-MONTH ON ALL PAST DUE WILL BE CHARGED.					
		OUR F.E.I. NUMBER IS 44-0528444.					

RECEIVED

SEP 06 2016

JEO-NORFOLK A29

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: October 13, 2016

AGENDA ITEM: **Net Metering**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The City Council discussed possible net metering policies at its first meeting in August. The following is a restating of the background information and an explanation of the actions necessary to adopt net metering policies for the City.

Background. Net Metering is the allowing of generation to be connected to a public-utility power grid where surplus renewable power is transferred onto the grid, allowing customers to offset the cost of power drawn from the utility. Kansas adopted the Net Metering and Easy Connection Act in May 2009, which established net metering for customers of investor-owned utilities (IOUs). However, the Act does not cover municipal-owned or electric cooperative utilities, but the statutes provided under the Kansas Corporation Commission (KCC) the power to require municipals and coops to enter into contracts for parallel generation. Parallel Generation is similar to net metering, but unlike net metering, electricity generation and consumption are time-sensitive and there is no “banking”.

The bottom line is that the City can offer net metering or parallel generation in a variety of ways, but the simplest seems to be to set forth policies for agreements on net metering that fall within the parallel generation guidelines. This memo will summarize what those will be and will use the term net metering for purposes of this discussion.

Agreements. Attached are two draft documents which the City would adopt, via ordinance, to implement policies and agreements on installation and rates related to net metering. An agreement with a customer would be subject to an application, review of the system and their compliance with our policies and requirements.

Safety. Renewable generation systems will be required to be installed and operated so they don’t cause damage to the utility system for create an unreasonable hazard to utility workers. The City would require specific equipment and switches to protect the system from unexpected loads, especially when the line

would be expected to be dead. The system must also be installed in a way that the City can easily get to the meter and disconnect switches so that they can adequately operate and maintain the system at all hours of the day.

Capacity. Net metering would be on a first-come, first-served basis to our customers until the rated generating capacity of all net-metered systems equals 5% of the utility's peak power requirements. Renewable systems are limited to 25 kW or less for residential customers and 200 kW or less for non-residential customers. The systems are required to be appropriately sized for the customer's anticipated load, keeping customers from trying to create excess generation instead of merely off-setting costs.

Net Excess Generation. Our policies will include provisions on how the customer will be credited for excess generation. The statutes require compensation for excess capacity to be at least 100% of the utility's monthly system average cost of energy per kilowatt hour, except that in the case of renewable generators with a capacity of 200 kilowatts or less, that amount is 150% of the average cost. Because the City provides more than electricity to our customers, excess generation would likely just appear as a credit on the customer's bill and offset the other utility expenses. In the case a credit was larger than an entire bill (which would be very rare), we would carry over to the credit to a future bill.

Cost to Install. The customer would be responsible for the costs to install the generation on the system and provide the switches, disconnects and other safety equipment required to operate the system.

COUNCIL ACTION NEEDED: Review and discuss. Consider the proposed ordinance and agreements adopted by the ordinance.

STAFF RECOMMENDATION TO COUNCIL: Adopt the proposed ordinance as presented to the Council.

ORDINANCE NO. 3743

AN ORDINANCE ADOPTING AN ORDINANCE ADOPTING INTERCONNECTION STANDARDS FOR INSTALLATION AND PARALLEL OPERATION OF CUSTOMER-OWNED RENEWABLE ENERGY GENERATION FACILITIES, AND THE APPLICABLE RATE RIDER FOR THE OPERATION OF SUCH FACILITIES, BY AMENDING ARTICLE THREE OF CHAPTER FIFTEEN OF THE OF THE CODE OF THE CITY OF OSAWATOMIE, KANSAS

WHEREAS, the City Council of the City of Osawatomie, Kansas, finds that there is increasing interest in customer-owned renewable energy resource; and

WHEREAS, policies and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such customer-owned renewable energy resources with the City's electric utility system; and

WHEREAS, the City Council desires to enact certain uniform policies and procedures for such customer-owned renewable energy electrical generation.

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

SECTION ONE. Article Three of Chapter Fifteen of the Code of the City of Osawatomie is hereby amended by adding the following new sections 15-315, 15-316 and 15-317 which read as follows:

15-315. Interconnection Standards Adopted.

There is hereby adopted the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.

15-316. Renewable Energy Rate Rider Adopted.

There is hereby adopted the Net Metering and Parallel Generation Rate Rider for Customer-Owned Renewable Energy Generation Facilities.

15-317. Meter regulations.

Customer-Owned Residential and Commercial Renewable Energy Generation Facilities must meet all the applicable requirements of the City's Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities, in addition to the requirements of the Net Metering and Parallel Generation Rate Rider for Customer-Owned Renewable Energy Generation Facilities.

SECTION TWO. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 13th day of October, 2016.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

DRAFT



CITY OF OSAWATOMIE

FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 3743: AN ORDINANCE ADOPTING AN ORDINANCE ADOPTING INTERCONNECTION STANDARDS FOR INSTALLATION AND PARALLEL OPERATION OF CUSTOMER-OWNED RENEWABLE ENERGY GENERATION FACILITIES, AND THE APPLICABLE RATE RIDER FOR THE OPERATION OF SUCH FACILITIES, BY AMENDING ARTICLE THREE OF CHAPTER FIFTEEN OF THE OF THE CODE OF THE CITY OF OSAWATOMIE, KANSAS

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, October 19, 2016) 1t

Summary of Ordinance No. 3743

On October 13, 2016, the City of Osawatomie, adopted Ordinance No. 3743, which adopts standards and procedures for the installation and operation of renewable energy generation facilities and a rate rider for the operation of the facilities. The ordinance is specific to customer-owned generation for residential and commercial renewable energy facilities. A complete copy of this ordinance is available at www.osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: October 13, 2016

Richard W. Wetzler

Richard S. Wetzler, City Attorney

**Interconnection Standards for
Installation and Parallel Operation of
Customer-Owned Residential and Commercial
Renewable Energy Generation Facilities**

City of Osawatomie, Kansas

October 13, 2016

DRAFT

TABLE OF CONTENTS

A. OVERVIEW

1. PURPOSE: 1

2. ELIGIBILITY: 1

3. REQUEST: 2

4. SYSTEM EFFECTS: 2

5. SYSTEM UPGRADES:..... 4

6. INTERCONNECTION AGREEMENT:..... 5

7. CODES AND PERMITS: 5

8. CERTIFICATION OF COMPLETION:..... 5

9. COMMERCIAL OPERATION: 5

10. DEFINITIONS: 5

B. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE: 6

2. CODE REQUIREMENTS: 6

3. GENERATION FACILITY PARAMETERS: 6

4. FAULT CURRENT CONTRIBUTION 6

5. RECLOSING COORDINATION 6

6. EXTERNAL GENERATOR AC DISCONNECT SWITCH: 7

7. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY: 7

8. ACCESS AND INSPECTION BY CITY: 8

9. GENERATION FACILITY OPERATION: 8

10. RIGHT TO DISCONNECT GENERATION FACILITY: 9

11. RATES AND OTHER CHARGES: 10

12. INSURANCE: 10

13. LIMITATION OF LIABILITY AND INDEMNIFICATION: 10

14. EFFECTIVE TERM AND TERMINATION RIGHTS: 11

15. TERMINATION OF ANY APPLICABLE PRIOR AGREEMENT:..... 11

16. FORCE MAJEURE: 11

INTERCONNECTION APPLICATION

INTERCONNECTION AGREEMENT

DRAFT

A. TECHNICAL REQUIREMENTS**1. PURPOSE:**

The purpose of this document is to establish standards for eligible customers (“Customer-Generator”) to interconnect and operate Customer-Owned Renewable Energy Generation Facilities in parallel with the City of Osawatomic (“City”) Electric Distribution System.

2. ELIGIBILITY:

- a. Must be a Residential or Commercial electric customer with an eligible Customer-Owned Renewable Energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and that receives retail electric service furnished through an electric meter or meters capable of recording the flow of electricity in each direction. Specific metering shall be at the City’s discretion.
- b. Customer-Generator’s utility account must be in good standing and in compliance with the City’s electric rate schedules, Electric Utility Rules and Regulations, and these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- c. A Generation Facility that is not a Renewable Energy Generation Facility as defined herein or if such facility has a rated output greater than 25 kWAC for Residential Customer-Generators and 200 kWAC for Commercial Customer-Generators is subject to separate negotiation with the City and is not eligible to interconnect with the Electric Distribution System under these Interconnection Standards.
- d. For purposes of these Interconnection Standards, an eligible Generation Facility must:
 - 1) Be powered by a Renewable Energy Resource as defined in Kansas Statutes Annotated 66-1264 and amendments thereto;
 - 2) Be owned by the Customer-Generator;
 - 3) Be located on a premises owned by the Customer-Generator;
 - 4) Serve only the Customer-Generator’s premises (serve no other customers);
 - 5) Be interconnected with and operate in parallel phase and synchronization with the Electric Distribution System;
 - 6) Comply with these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities;
 - 7) Be intended primarily to offset part or all of the Customer-Generator’s own electrical energy requirements;
 - 8) Contain a City-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of electricity back onto the Electric Distribution System in the event that electric service to the Customer-Generator is interrupted.
 - 9) Meet all of the following generator output limitations:
 - a) For Residential Customer-Generators, 25 kWAC or less;
 - b) For Commercial Customer-Generators, 200 kWAC or less;

- 10) Be appropriately sized to the Customer-Generator's electric load as determined by the City;
- 11) Total Customer-Owned generator rated output in kWAC under the City's Net Metering/Parallel Generation Rate Rider shall not exceed five percent (5%) of the previous calendar year City electric system peak demand. No Generation Facility shall be interconnected that would cause the rated output of all Customer-Owned Generation Facilities under the Net Metering/Parallel Generation Rate Rider to exceed five percent (5%) of the previous calendar year electric system peak demand.

3. INTERCONNECTION REQUEST:

The Customer-Generator shall request interconnection of its Generation Facility by completing and submitting the attached "Interconnection Application" to the City. The City may require additional information or clarification to evaluate the Customer-Generator's Interconnection Application. Interconnection Applications will be reviewed by the City in the order in which they are received. If the City determines that an Interconnection Application is incomplete, the City will notify the Customer-Generator that the Application is incomplete, provide a description of information needed to complete the Application, and include a statement that the Application cannot be processed until the Application is complete.

4. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

- a. After receiving a properly completed Interconnection Application, the City will analyze the potential impact of the proposed Generation Facility on the Electric Distribution System and on other City electric customers. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:
- b. The Customer Generation Facility's proposed interconnection point is on a radial distribution circuit and not a transmission line.
- c. The proposed Generation Facility complies with IEEE 1547 and UL 1741 standards.
- d. The proposed Generation Facility's rated output in aggregation with other generation on the circuit shall not exceed 15 percent (15%) of the total circuit peak demand (kW) as most recently measured at the substation during the previous 12-month period; nor shall it exceed 15 percent (15%) of a distribution circuit line section annual peak demand (kW).
- e. The proposed Generation Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed interconnection point.
- f. The proposed Generation Facility, in aggregation with other generation located on the distribution circuit, shall not cause any distribution protective devices and equipment including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the Electric Distribution System to be exposed to fault currents exceeding 85 percent (85%) of the short circuit interrupting capability.

- g. No additional Generation Facilities shall be interconnected on a circuit that meets or exceeds 85 percent (85%) of its short circuit interrupting capability.
- h. No Generation Facility shall be interconnected that would cause the total rated output of all interconnected Customer-Owned Generation Facilities to exceed five percent (5%) of the previous year City Electric System peak demand.
- i. When a proposed Generation Facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
- j. The proposed Generation Facility installation must be certified to pass an applicable non-islanding test, or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
- k. When the Applicant's facility is to be connected to three-phase, four-wire primary distribution lines, a three- or single-phase generator will be connected line-to-neutral and will be effectively grounded.
- l. A review of the type of electrical service provided to the Customer-Generator, including line configuration, and the transformer connection, will be conducted to limit the potential for creating over voltages on the Electric Distribution System due to a loss of ground during the operation time of any anti-islanding function.
- m. When the proposed Generation Facility is to be interconnected on a single-phase shared secondary line, the aggregate generation rated output on the shared secondary line, including the proposed Generation Facility, shall not exceed ten kilowatts alternating current (10 kWAC).
- n. Feasibility Analysis
 - 1) If the proposed Generation Facility fails to meet one or more of the above requirements, the Customer-Generator may request that the City complete an analysis to determine the feasibility of interconnecting the proposed Generation Facility to the Electric Distribution System. The Feasibility Analysis shall include:
 - a) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.
 - b) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.
 - c) Initial review of grounding requirements and system protection.
 - d) A description and nonbinding estimated cost of facilities required to interconnect the Generation Facility to the Electric Distribution System in a safe and reliable manner.
 - 2) The actual cost of the Feasibility Analysis shall be paid by the Customer-Generator. The City will provide an estimated cost of the Feasibility Analysis to Customer-Generator and Customer-Generator shall advance 50% of such estimated cost to the City. When Feasibility Analysis cost exceeds 50% of the estimated cost, the City shall bill Customer-Generator as such fees are incurred. Customer-Generator shall pay all such invoiced amounts within 30 days.

o. System Impact Study

- 1) If the Feasibility Analysis concludes that interconnection of the proposed Generation Facility would create an adverse system impact, a System Impact Study is required. A System Impact Study evaluates the impact of interconnection of the proposed Generation Facility on the safety and reliability of the Electric Distribution system. The study shall:
 - a) Identify and detail the system impacts that result if the proposed Generation Facility is interconnected without project or system modifications.
 - b) Consider the adverse system impacts or potential impacts identified in the Feasibility Analysis.
 - c) Consider all Generation Facilities that, on the date the System Impact Study is commenced, are interconnected with the Electric Distribution System.
 - d) Consider pending Interconnection Applications of Generation Facilities requesting interconnection to the Electric Distribution System.
- 2) The System Impact Study shall consider the following criteria:
 - a) A load flow study.
 - b) A short circuit analysis.
 - c) A stability analysis.
 - d) Voltage drop and flicker studies.
 - e) Protection and set point coordination studies.
 - f) Grounding reviews.
- 3) The City shall state the underlying assumptions of the System Impact Study and share the results of the analyses with the Customer-Generator, including the following:
 - a) Any potential impediments to providing the requested interconnection service.
 - b) Any required Electric Distribution System Upgrades and the estimated cost and time to engineer and construct said System Upgrades.
- 4) The actual cost of the System Impact Study shall be paid by the Customer-Generator. The City will provide an estimated cost of the System Impact Study to Customer-Generator and Customer-Generator shall advance 50% of such estimate to the City. When System Impact Study cost exceeds 50% of the estimated cost, the City shall bill Customer as such fees are incurred. Customer-Generator shall pay all such invoiced amounts within 30 days.

5. SYSTEM UPGRADES:

The City shall not be obligated to make upgrades or improvements to its Electric Distribution System to accommodate the Customer-Generator's Generation Facility. Where System Upgrades are required prior to interconnection of a Generation Facility as identified in the System Impact Study, the City will provide the Customer-Generator with

an estimated schedule and the Customer-Generator’s estimated cost for said System Upgrades.

6. INTERCONNECTION AGREEMENT:

After the Customer-Generator and the City have identified and mutually agreed on the project scope including the Generation Facility, System Upgrades and estimated costs (if any), the Customer-Generator and the City shall execute the attached document entitled “Interconnection Agreement.” The Interconnection Agreement shall be between the City and the Customer-Generator and shall not include third parties. Prior to commencement of System Upgrades required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. See “Section 4 Interconnection Costs” of the Interconnection Agreement for additional information.

7. CODES AND PERMITS:

- a. The Customer-Generator shall be responsible for procuring all building, operating, environmental and other permits for the Generation Facility and for the necessary ancillary structures to be installed that are required by any Governmental Authority having jurisdiction.
- b. The Generation Facility and interconnecting equipment shall meet all requirements in “Technical Requirements” below.
- c. The construction and facilities shall meet all applicable building and electrical codes.

8. CERTIFICATION OF COMPLETION:

Upon completion of the Generation Facility and prior to the Commercial Operation Date of said Facility, the Customer-Generator shall complete and submit a signed copy of the attached “Certificate of Completion.”

9. COMMERCIAL OPERATION:

The Customer-Generator may begin Commercial Operation of the Generation Facility upon receipt of written approval from the City.

10. DEFINITIONS:

All capitalized terms and phrases throughout this set of standards shall be defined as indicated in the attached Definitions.

B. TECHNICAL REQUIREMENTS**1. CHARACTER OF SERVICE:**

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the Residential or Commercial electric rate schedule that would apply if the Customer-Generator did not have an interconnected Generation Facility.

2. CODE REQUIREMENTS:

The Generation Facility shall meet all requirements established by the most current versions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), National Electrical Safety Code 2 (NESC C2), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL). Specific applicable codes are shown below as “Standards for Interconnection, Safety and Operating Reliability.” In addition, manufacturer’s ownership, operation and maintenance manuals or documents and applicable equipment settings shall be provided to the City with the Interconnection Application. The City shall review said manuals or documents as part of the Interconnection Application review process.

3. GENERATION FACILITY CONTROL:

- a. The control system of the Generation Facility shall comply with IEEE and UL specifications and standards for parallel operation with the Electric Distribution System, and in particular as follows:
- b. Power output control system shall automatically disconnect from the Electric Distribution System: 1) upon loss of System voltage; 2) if System voltage fluctuates more than plus or minus ten percent 10%; or 3) if frequency fluctuates plus or minus two cycles (2 Hertz). The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.
- c. Inverter output Harmonic Distortion shall meet IEEE and UL requirements.
- d. The Generation Facility shall meet applicable IEEE and UL standards concerning impacts to the Electric Distribution System with regard to Harmonic Distortion, Voltage Flicker, power factor, direct current injection and electromagnetic interference.

4. FAULT CURRENT PROTECTION:

The Generation Facility shall be equipped with protective equipment designed to automatically disconnect from the Electric Distribution System during fault current conditions. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

5. RECLOSING COORDINATION:

The Generation Facility shall be coordinated with Electric Distribution System reclosing devices by disconnecting from the System during de-energized System operation. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

6. EXTERNAL GENERATOR AC DISCONNECT SWITCH:

- a. The Customer-Generator shall install an external alternating current (AC) disconnect switch within six (6) feet of the City electric meter(s) that is visible and readily accessible to City representatives at all times. This switch shall be clearly labeled as "Generator AC Disconnect Switch." This manual switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position.
- b. The Generator AC Disconnect Switch shall serve as a means of isolating the Generation Facility during Customer-Generator maintenance activities, routine outages, or emergencies. The City shall give notice to the Customer-Generator before the manual switch is locked open or a isolating device used, if possible, and otherwise shall give notice as soon as practicable after locking open or isolating the Generation Facility.

7. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:

- a. The interconnection of a Generation Facility and associated equipment to the Electric Distribution System shall meet the applicable provisions of the following publications or successor standards:
 - 1) ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
 - 2) IEEE Standard 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - 3) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
 - 4) UL 1741 Standard for Inverters, Converters and Controllers for Use in Independent Power Systems
 - 5) ANSI/NFPA 70, National Electrical Code
 - 6) National Electrical Safety Code C2
 - 7) OSHA (29 CFR § 1910.269)
 - 8) IEEE Standard 929-2000, IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems
 - 9) IEEE Standard C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
 - 10) IEEE Standard C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
 - 11) IEEE Standard C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits
 - 12) IEEE Standard C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

- 13) ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

8. ACCESS AND INSPECTION BY CITY:

- a. Customer-Generator shall provide the City reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility. The City may witness any commissioning tests required by IEEE 1547/UL 1741.
- b. Following initial testing and inspection of the Generation Facility and upon reasonable advance notice to Customer-Generator, the City shall have access at reasonable times to the Generation Facility to perform on-site inspections to verify that the installation, maintenance and operation of the Generation Facility complies with the requirements of these Interconnection Standards. The City's cost of such inspection(s) shall be at the City's expense; however, the City shall not be responsible for other costs Customer-Generator may incur as a result of such inspection(s). Upon written request, Customer-Generator shall inform the City of the next scheduled maintenance and allow the City to witness the maintenance program and any associated testing.
- c. The City shall at all times have immediate access to the external Generator AC Disconnect Switch to isolate the Generation Facility from the Electric Distribution System.

9. GENERATION FACILITY OPERATION:

- a. Customer-Generator shall install, operate and maintain, at Customer-Generator's sole cost and expense, the Generation Facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facility in parallel with the Electric Distribution System. Customer-Generator shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facility. Upon request from the City, Customer-Generator shall supply copies of periodic test reports or inspection logs.
- b. Customer-Generator shall be responsible for protecting, at Customer-Generator's sole cost and expense, the Generation Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- c. Customer-Generator agrees that, without prior written permission from the City, no changes shall be made to the configuration of the Generation Facility as approved by the City, and no relay or other control or protection settings shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facility complies with City-approved settings.
- d. Customer-Generator shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer-Generator shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the electric service rendered by the City

- to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer-Generator understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the City.
- e. Customer-Generator's control equipment for the Generation Facility shall immediately, completely, and automatically disconnect and isolate the Generation Facility from the Electric Distribution System in the event of a fault on the Electric Distribution System, a fault on Customer-Generator's electric system, or loss of a source or sources on the Electric Distribution System. The automatic disconnecting device included in such control equipment shall not automatically reclose. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility. Additionally, if the fault is on Customer-Generator's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer-Generator's electric system.

10. RIGHT TO DISCONNECT GENERATION FACILITY:

- a. The City shall have the right and authority to disconnect and isolate the Generation Facility without notice at the City's sole discretion if the City believes that any of the following have occurred or is occurring:
 - 1) Adverse electrical effects (such as power quality problems) on the Electric Distribution System and/or the electrical equipment of other electric customers attributed to the Generation Facility as determined by the City.
 - 2) Electric Distribution System emergencies or maintenance requirements
 - 3) Hazardous conditions existing on the Electric Distribution System as a result of the operation of the Generation Facility, protective equipment or protective equipment settings.
 - 4) Failure of the Customer-Generator to maintain required insurance and to provide the City with proof of insurance within ten (10) days of request. The City shall be named as an additional "insured" on said insurance policy.
 - 5) City identification of uninspected or unapproved equipment or modifications to the Generation Facility after initial approval.
 - 6) Recurring abnormal operation, substandard operation or inadequate maintenance of the Generation Facility.
 - 7) In non-emergency situations, the City shall give Customer-Generator notice of noncompliance including a description of the specific noncompliance condition and allow Customer-Generator a reasonable time to cure the noncompliance prior to disconnecting and isolating the Generation Facility.
 - 8) In the event that the City disconnects the Generation Facility for routine maintenance, the City shall make reasonable efforts to reconnect the Generation Facility as soon as practicable.
 - 9) The Customer-Generator retains the option to temporarily disconnect the Generation Facility from the Electric Distribution System at any time. Such

temporary disconnection shall not constitute termination of the Interconnection Agreement unless the Customer-Generator exercises its termination rights under Section 14.

10) Generation Facility protective equipment shall be tested at least every two years.

11. RATES AND OTHER CHARGES:

- a. Customer-Generator must participate in the City’s Renewable Energy Net Metering/Parallel Generation Rate Rider as a condition of interconnecting a Customer-Owned Generation Facility.
- b. Customer-Generator must complete and submit to the City the Renewable Energy Net Metering/Parallel Generation Rate Rider Application for Service. The City shall not approve a Customer-Owned Generation Facility Interconnection Application that does not include a properly completed Net Metering/Parallel Generation Rate Rider Application for Service.
- c. Terms and conditions of service under the Renewable Energy Net Metering/Parallel Generation Rate Rider are included in said Rate Rider.

12. INSURANCE:

The Customer-Generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the Generation Facility being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION:

- a. Customer-Generator agrees to assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for:
 - 1) the City’s monetary losses;
 - 2) reasonable costs and expenses of defending an action or claim made by a third party;
 - 3) damages related to the death or injury of a third party;
 - 4) damages to the property of the City;
 - 5) damages to the property of a third party;
 - 6) damages for the disruption of the business of a third party.
- b. This section does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this section do not apply in cases of gross negligence or intentional wrongdoing.

14. EFFECTIVE TERM AND TERMINATION RIGHTS:

- a. The Interconnection Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Section. The Interconnection Agreement may be terminated for the following reasons:
 - 1) Customer-Generator may terminate the Interconnection Agreement at any time by giving the City at least sixty (60) days' prior written notice stating Customer-Generator's intent to terminate the Agreement at the expiration of such notice period;
 - 2) The City may terminate the Agreement at any time following Customer-Generator's failure to generate energy from the Generation Facility in parallel with the Electric Distribution System by the later of two (2) years from the date of execution of the Interconnection Agreement or twelve (12) months after completion of the interconnection provided for by the Agreement;
 - 3) Either Party may terminate the Interconnection Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or
 - 4) The City may terminate the Interconnection Agreement at any time by giving Customer-Generator at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting the Agreement.
- b. Upon termination of the Interconnection Agreement, Customer-Generator's Generation Facility shall be permanently disconnected from the Electric Distribution System.
- c. Termination of the Interconnection Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of said termination.

15. TERMINATION OF ANY PRIOR AGREEMENT:

From and after the date when service commences under the Interconnection Agreement, the Agreement shall supersede any oral and/or written agreement or understanding between the City and Customer-Generator concerning interconnection service. Any such prior agreement or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

16. FORCE MAJURE:

- a. For purposes of the Interconnection Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Kansas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the

- generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- b. If either Party is rendered wholly or partly unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

**INTERCONNECTION APPLICATION
City of Osawatomie**

Customer-Owned Renewable Energy Generation Facility

This Application for Interconnection of a Customer-Owned Renewable Energy Generation Facility is complete when it provides all applicable and correct information required below. The City may require additional information or clarification to evaluate the Interconnection Application. Processing of this Application cannot begin until all requested information is complete.

Processing Fee

A non-refundable processing fee of \$500 must accompany this Application.

Customer-Generator

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Generation Facility owned by the Customer-Generator listed above? Yes No

Contact (if different from Customer-Generator)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Generation Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____

Model _____

Nameplate Rating: (kW) _____ (kVA) _____

System Design Rated Output: (kW_{AC}) _____ (kVA_{AC}) _____

Energy Source: Solar Wind Other _____

Is the Generation Facility equipment IEEE 1547/UL 1741 Certified? Yes No

If Yes, attach manufacturer's documentation showing IEEE 1547/UL 1741 certification

Is a City Accessible External Generator AC Disconnect Switch Provided (Required) Yes No

Location of City Accessible External Generator AC Disconnect Switch

(e.g. Two feet west of electric meter) _____

Estimated Generation Facility Installation Date: _____

Estimated Generation Facility Commercial Operation Date: _____

List components of the Generation Facility equipment package that are currently certified:

Equipment Type Certifying Entity

1. _____

2. _____

3. _____

4. _____

Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one line diagram of the Generation Facility. The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example.

Copies of manufacturer’s ownership, operating and maintenance manuals and equipment settings for all Generation equipment, inverters, and other proposed Generation Facility equipment must be submitted with this Application.

Customer-Generator Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City’s Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities and will return the Certificate of Completion to the City when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

----- **City Use** -----

Contingent Approval to Interconnect the Generation Facility

Interconnection of the Generation Facility is approved contingent upon Customer-Generator’s compliance with all terms and conditions of the City’s Interconnection Standards and upon return of the Certificate of Completion prior to commencement of commercial operation of said Generation Facility.

City Signature: _____

Title: _____ Date: _____

Application Number: _____

City waives inspection/witness test? Yes No Initial _____

INTERCONNECTION AGREEMENT
City of Osawatomie
Customer-Owned Renewable Energy Generation Facility

This Agreement, (“**Agreement**”) is entered into by and between the City of Osawatomie, Kansas (“**City**”) and _____, (“**Customer-Generator**”). The Customer-Generator electric account subject to this Agreement is Account Number _____. Customer-Generator and City are referenced in this Agreement collectively as “**Parties**” and individually as “**Party**.”

WHEREAS, the City owns and operates an Electric Distribution System serving the City of Osawatomie, Kansas, and surrounding area;

WHEREAS, Customer-Generator owns or desires to install, own and operate a City-approved Renewable Energy Generation Facility interconnected with and operating in parallel with said Electric Distribution System;

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF THE AGREEMENT:

This Agreement governs the terms and conditions under which the Customer-Generator’s Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

3. PARALLEL OPERATION:

Customer-Generator shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility as provided herein has been provided by City. City shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

The City has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution System and Customer-Generator service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System Upgrade costs. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer-Generator, the City will refund the difference to the Customer-Generator within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer-Generator, the City shall bill the Customer-Generator for the difference. Customer-Generator agrees to pay the invoiced amount within 30 days of the invoice date.

5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The City may require the Customer-Generator to interrupt or reduce energy deliveries when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Good Utility Practices. No compensation or credit will be provided to the Customer-Generator by the City for such interruptions or reductions in energy deliveries.

6. ADVERSE OPERATING EFFECTS:

Interconnection of the Generation Facility shall not reduce the reliability or quality of City Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The City shall notify the Customer-Generator as soon as practicable if, based on Good Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other City electric customers or if operating the Generation Facility may damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the City may disconnect the Generation Facility with no further notice.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Customer-Generator shall assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to City property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

8. ACCESS TO PREMISES:

The City shall have access to the Customer-Generator premises or property and to the External AC Generator Disconnect Switch as permitted in its policies, Rules and Regulations and these Interconnection Standards.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Osawatomie, and City Electric Utility Rules and Regulations.

10. DOCUMENTS:

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities as the same may be amended from time to time.

11. NOTICES:

All written notices shall be directed as follows:

CUSTOMER-GENERATOR:

Name(s): _____

Address: _____

City/State/Zip: _____

CITY OF OSAWATOMIE:

City Clerk, City of Osawatomie, Kansas

439 Main Street, PO Box 37

Osawatomie, KS 66064

DRAFT

**Net Metering / Parallel Generation Rate Rider
for Customer-Owned Renewable Energy
Generation Facilities**

City of Osawatomie, Kansas

October 13, 2016

DRAFT

TABLE OF CONTENTS

1. PURPOSE: 1

2. ELIGIBILITY: 1

3. AVAILABILITY: 2

4. APPLICABILITY: 2

5. CHARACTER OF SERVICE: 2

6. METERING: 2

7. BILLING AND PAYMENT: 3

8. APPROPRIATELY SIZED GENERATION FACILITY: 3

9. TERMS AND CONDITIONS: 4

APPLICATION FOR SERVICE 4

DRAFT

DRAFT

1. PURPOSE:

The purpose of this document is to establish a Net Metering and Parallel Generation Rate Rider for eligible customers (“Customer-generator”) that interconnect and operate Customer-owned Renewable Energy Generation Facilities in parallel with the City of Osawatomie (“City”) Electric Distribution System.

2. ELIGIBILITY:

- a. Must be a Residential or Commercial electric customer with an eligible Customer-owned Renewable Energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and receives retail electric service through an electric meter or meters capable of recording the flow of electricity in each direction.
- b. Customer-generator’s utility account must be in good standing and in compliance with the City’s electric rate schedules, Electric Utility Rules and Regulations, and Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- c. A Generation Facility that is not a Renewable Energy Generation Facility as defined herein or such facility has a rated capacity/output greater than 25 kWAC for Residential Customer-generators and 200 kWAC for Commercial Customer-generators is subject to separate negotiation with the City and is not eligible for the Net Metering/Parallel Generation Rate Rider.
- d. For purposes of this Net Metering/Parallel Generation Rate Rider, an eligible Generation Facility must:
 - 1) be powered by a Renewable Energy Resource as defined in Kansas Statutes Annotated 66-1257 and amendments thereto;
 - 2) be located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator;
 - 3) be interconnected with and operate in parallel phase and synchronization with the Electric Distribution System;
 - 4) comply with the City’s Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities;
 - 5) be intended primarily to offset part or all of the Customer’s own electrical energy requirements;
 - 6) contain a mechanism approved by the City that automatically disconnects the Generation Facility and interrupts the flow of electricity back onto the Electric Distribution System in the event that electric service to the Customer-generator is interrupted;
 - 7) be owned or controlled by the Customer-generator. To the extent that the Customer generator controls the Generation Facility and meets the requirements and accepts all of the obligations of the City’s Interconnection Standards, the Customer-generator is not required to own the Generation Facilities;

- 8) serve only the Customer-generator’s premises; and
- 9) meet all of the following generating capacity limitations, including:
 - a) for Residential Customer-generators, 25 kWAC or less,
 - b) for Commercial Customer-generators, 200 kWAC or less,
 - c) be appropriately sized to the Customer-generator’s electric load as determined herein, and
 - d) total Customer-owned generating capacity under the Net Metering/Parallel Generation Rate Rider shall not exceed five percent (5%) of the previous calendar year City electric system peak demand. No Generation Facility shall be interconnected that would cause total Customer-owned Generating Facility capacity under the Net Metering/Parallel Generation Rate Rider to exceed five percent (5%) of the previous calendar year electric system peak demand.

3. AVAILABILITY:

Service under this Renewable Energy Net Metering/Parallel Generation Rate Rider is available to City of Osawatomic electric customers in good standing with a Customer-owned Renewable Energy Generation Facility as defined in the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities. Customer-generators served under this Rate Rider must also receive service under the standard service electric rate schedule that would apply if the Customer-generator did not have an interconnected Generation Facility. The service is available to Customer-generators on a first-come, first-served basis until the total rated generating capability of all interconnected Generation Facilities served under the Rate Rider equals five percent (5%) of the electric system peak demand for the previous calendar year. Upon reaching this limit, no additional service shall be available under the Rate Rider. The Rate Rider shall not be available for any electric service schedule allowing for resale.

4. APPLICABILITY:

The Rate Rider is applicable to eligible Customer-generators with a City-approved Interconnection Agreement. The Rate Rider is not applicable where the nameplate AC capacity of the Generation Facility exceeds 25 kW for Residential Customer-generators or 200 kW for Commercial Customer-generators. Generation Facilities must be appropriately sized to the Customer-generator’s electrical load as determined herein.

5. CHARACTER OF SERVICE:

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the Residential or Commercial electric rate schedule that would apply if the Customer-generator did not have an interconnected Generation Facility.

6. METERING:

Metering shall be accomplished by use of City approved electric meter or meters capable of registering the flow of electricity in each direction. Specific metering shall be at the City’s discretion. If the existing electric meter(s) installed at the Customer-generator’s premises is not capable of measuring the bidirectional flow of electricity, the City, upon written request of the

Customer-generator, shall install an appropriate meter or meters with such capability. For purposes of monitoring Customer-generator generation and load, the City may install, at its expense, load research metering. The Customer-generator shall supply, at no expense to the City, a suitable location for meters and associated equipment used for billing and for load research.

7. BILLING AND PAYMENT:

- a. The City shall render a bill for electric service at approximately 30-day intervals during its normal billing process. Billing by the City to the Customer-generator shall be in accordance with the applicable rate schedule. Net consumption is defined as the kWh supplied by the City to the Customer-generator minus kWh supplied by the Customer-generator to the Electric Distribution System during the billing period. Net consumption shall be valued as follows:
 - 1) To the extent that the Customer-generator's net energy consumption is positive (i.e. Customer-generator received more kWh from the City during the billing period than the Customer-generator provided to the Electric Distribution System), the Customer-generator will be billed in accordance with the City's standard rate schedule for Energy Charges (for the net energy consumption), and for all applicable Customer Charges, Demand Charges, other charges and/or any Minimum Charges that would otherwise be applicable to the Customer-generator under the standard rate schedule.
 - 2) To the extent that the Customer-generator's net energy consumption is negative (i.e. Customer-generator supplied more kWh to the Electric Distribution System during the billing period than the City supplied to the Customer-generator), the Customer-generator will pay all applicable Customer Charges, Demand Charges, other charges and/or any Minimum Charges that would otherwise be applicable to the Customer-generator under the standard rate schedule. For energy delivered by the Customer-generator to the Electric Distribution System, the City shall pay one hundred fifty percent (150%) of the City's average cost of energy as calculated by the City. At City's discretion, such amounts shall be credited to Customer-generator's account or paid at least annually. The City will not provide payment or credit for surplus energy that exceeds the Customer-generator's prior year energy consumption.
 - 3) To the extent that the Customer-generator's net energy consumption is zero (i.e. the Customer-generator supplied the same kWh to the Electric Distribution System during the billing period as was supplied by the City to the Customer-generator), the Customer-generator will be billed in accordance with the City's otherwise applicable standard rate schedule for the eligible Customer-generator, including any applicable Customer Charges, Demand Charges, other charges and/or Minimum Charges.

8. APPROPRIATELY SIZED GENERATION FACILITY:

- a. The City may refuse interconnection of any Generation Facility that is not appropriately sized for Customer-generator's anticipated electric load or if connection of a proposed Generation Facility would cause total Customer-owned generation capacity to exceed 5% of the electric system's previous calendar year peak demand.

- b. Customer-owned Generation Facilities shall be appropriately sized for Customer-generator's electric load as determined by the City. Such determination will include but not be limited to Customer-generator's:
 - 1) load profile,
 - 2) average and peak monthly demand;
 - 3) monthly and annual energy consumption
- c. Generation Facility capacity shall not exceed 25 kWAC for Residential Customer-generators and 200 kWAC for Commercial Customer-generators.
- d. Customer-generator's base load energy requirements will be determined by dividing the Customer-generator's monthly energy (kWh) consumption by the number of hours in the month during the lowest usage month of the previous twelve (12) months or by a study of customer energy consumption, whichever is less.

9. TERMS AND CONDITIONS:

- a. The City will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. Specific metering shall be at the City's discretion. In addition, and for purposes of monitoring Customer-generator's energy production and load, the City may install load research metering at its expense. The Customer-generator shall supply, at no expense to the City, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to City personnel.
- b. The City shall have the right to require the Customer-generator, at certain times and as electric operating conditions warrant, to limit the production of energy from the Generation Facility to an amount no greater than the load at the Customer-generator's premises.
- c. The Customer-generator shall furnish, install, operate and maintain in good order and repair without cost to the City such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the City as being required as suitable for the operation of the Generation Facility in parallel with the Electric Distribution System.
- d. The Customer-generator shall install and maintain an external alternating current (AC) disconnect switch within six (6) feet of the City electric meter(s) that is visible and readily accessible to City representatives at all times. This switch shall be clearly labeled as "Generator AC Disconnect Switch." This manual switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position. This manual switch shall also serve as a means of isolation for the Generation Facility during Customer-generator maintenance activities, routine outages or emergencies. The City shall give notice to the Customer-generator before the manual switch is locked open or an isolating device used, if possible, and otherwise shall give notice as soon as practicable after locking open or isolating the Generation Facility.
- e. The Customer-generator shall reimburse the City for any equipment, facilities, protective equipment or upgrades required to accommodate interconnection of the Generation Facility with the Electric Distribution System. See the Interconnection

- Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities for additional information
- f. The Customer-generator shall provide the City reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility.
 - g. Customer-generator shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer-generator shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the electric service rendered by the City to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer-generator understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the City.
 - h. A Generation Facility shall not damage the Electric Distribution System or equipment or present an undue hazard to City personnel. The City shall not be liable directly or indirectly for permitting or continuing to allow the interconnection of a Generation Facility or for the acts or omissions of a Customer-generator that cause loss or injury, including death, to any third party. The Customer-generator agrees to hold the City harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of Generation Facility and to indemnify the City against all liability and expense related thereto.
 - i. Prior to installing and interconnecting a Generation Facility, the Customer-generator shall enter into an Interconnection Agreement with the City setting forth the terms and conditions of Generation Facility interconnection and operation.
 - j. Service under the Net Metering/Parallel Generation Rate Rider is subject to the City's Interconnection Standards and Interconnection Agreement and subsequent modifications thereto.
 - k. The Interconnection Agreement between the City and Customer-generator must remain in effect and the Generation Facility must be in full compliance with the terms and conditions of the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.
 - l. Charges and credits for service under this Rate Rider are exclusive of and in addition to charges for service rendered to the Customer-generator under any other applicable electric rate schedule.
 - m. Service under this Rate Rider is subject to all applicable provisions of the Ordinances of the City of Osawatomie, Electric Utility Rules and Regulations, and Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.
 - n. Insurance coverage requirements are addressed in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

- o. Nothing in this Rate Rider shall abrogate a Customer-generator's obligation to comply with all applicable federal, state and local laws, codes or Ordinances.
- p. This Renewable Energy Net Metering/Parallel Generation Rate Rider is subject to the terms and conditions of the applicable electric rate schedule under which the Customer-generator receives service, the City of Osawatomie Ordinances, and Electric Utility Rules and Regulations. This Rate Rider is also subject to the applicable provisions of the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: July 2016	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	548,234.00		276,098.72	272,135.28
Codes Enforcement	154,103.00		59,660.55	94,442.45
Police	886,702.00	21,455.57	482,502.62	425,654.95
John Brown Cabin	38,416.00		19,446.71	18,969.29
Public Works	245,495.00		99,861.17	145,633.83
Swimming Pool	-		-	-
Properties & Maintenance	326,332.00	895.30	172,721.42	154,505.88
Fire	68,712.00	1,800.00	33,491.79	37,020.21
Municipal Court	164,889.00		83,682.01	81,206.99
Levees & Storm Water	24,992.00		32,095.41	(7,103.41)
Library	151,863.00	1,862.48	81,747.59	71,977.89
TOTAL	2,609,738.00	26,013.35	1,341,307.99	1,294,443.36
WATER				
Administration	319,167.00		131,602.61	187,564.39
Water Treatment	405,031.00		165,184.15	239,846.85
Water Distribution	309,931.00		126,411.96	183,519.04
TOTAL	1,034,129.00	-	423,198.72	610,930.28
ELECTRIC				
Administration	1,222,823.00		542,107.87	680,715.13
Electric Production	2,485,385.00		895,756.40	1,589,628.60
Elect Transmission	579,205.00		336,219.52	242,985.48
TOTAL	4,287,413.00	-	1,774,083.79	2,513,329.21
EMPLOYMENT BENEFIT	759,922.00	68,351.90	572,575.21	255,698.69
REFUSE	431,500.00		201,057.58	230,442.42
LIBRARY	111,000.00		9,271.47	101,728.53
RECREATION	4,000.00		193.16	3,806.84
RURAL FIRE	75,000.00		3,364.89	71,635.11
INDUSTRIAL	61,500.00		9,095.70	52,404.30
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	96,043.00		10,759.25	85,283.75
ST IMPROVEMENT	179,980.00		125,077.90	54,902.10
BOND & INTEREST	887,020.00		425,814.58	461,205.42
PUBLIC SAFETY EQUIP.	18,704.00		29,066.91	(10,362.91)
FIRE INS PROCEEDS	-		-	-
SEWER	1,033,344.00		493,803.33	539,540.67
REC EMP BENEFITS	1,000.00		24.20	975.80
GOLF COURSE	281,878.00	49.68	185,255.39	96,672.29
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	83,501.00	1,060.00	45,031.17	39,529.83
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	146,500.00		25,684.70	120,815.30
CAPITAL IMP. - STREET	1,200,000.00		1,098,080.12	101,919.88
CAPITAL IMP - SEWER	-	-	(368.00)	368.00
CAPITAL IMP - GRANTS	-		200,657.86	(200,657.86)
CAPITAL IMP - WATER	-		264,195.27	(264,195.27)
ELECTRIC REVENUE BOND	-		188,728.13	(188,728.13)
CAFETERIA 125 #50	62,500.00		15,482.07	47,017.93
COURT ADSAP #51	-		-	-
COURT BONDS #52	15,000.00		6,336.76	8,663.24
FOREITURES #53	-		350.00	(350.00)
PAY PAL #55	-		-	-
GRAND TOTAL	13,379,672.00	95,474.93	7,448,128.15	6,027,018.78

CITY OF OSAWATOMIE - BUDGET REPORT

<i>DATE:August 2016</i>	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	543,507.00		316,439.49	227,067.51
Codes Enforcement	158,772.00		69,384.08	89,387.92
Police	872,693.00	21,455.57	555,985.46	338,163.11
John Brown Cabin	37,388.00		22,312.15	15,075.85
Public Works	230,694.00		110,046.76	120,647.24
Swimming Pool	-		-	-
Properties & Maintenance	299,614.00	895.30	192,949.16	107,560.14
Fire	63,210.00	1,800.00	39,910.97	25,099.03
Municipal Court	175,338.00		99,512.71	75,825.29
Levees & Storm Water	36,950.00		33,036.54	3,913.46
Library	142,092.00	2,223.19	91,542.09	52,773.10
TOTAL	2,560,258.00	26,374.06	1,531,119.41	1,055,512.65
WATER				
Administration	289,341.00		132,828.60	156,512.40
Water Treatment	330,275.00		192,657.09	137,617.91
Water Distribution	271,201.00		141,698.69	129,502.31
TOTAL	890,817.00	-	467,184.38	423,632.62
ELECTRIC				
Administration	1,490,855.00		572,437.16	918,417.84
Electric Production	1,799,890.00		1,106,057.82	693,832.18
Elect Transmission	574,524.00		373,790.08	200,733.92
TOTAL	3,865,269.00	-	2,052,285.06	1,812,983.94
EMPLOYMENT BENEFIT	745,687.00	99,542.94	643,998.98	201,230.96
REFUSE	431,500.00		233,786.48	197,713.52
LIBRARY	11,000.00		11,038.92	(38.92)
RECREATION	2,000.00		193.16	1,806.84
RURAL FIRE	20,250.00		3,364.89	16,885.11
INDUSTRIAL	20,500.00		10,095.70	10,404.30
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	40,300.00		10,759.25	29,540.75
ST IMPROVEMENT	178,024.00		151,791.42	26,232.58
BOND & INTEREST	751,020.00		798,564.58	(47,544.58)
PUBLIC SAFETY EQUIP.	47,100.00		29,066.91	18,033.09
FIRE INS PROCEEDS	-		-	-
SEWER	973,126.00		526,268.26	446,857.74
REC EMP BENEFITS	1,000.00		24.20	975.80
GOLF COURSE	300,619.00	49.68	218,002.93	82,665.75
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	58,082.00	1,060.00	46,763.48	12,378.52
EVIDENCE LIABLITIY	2,000.00		-	2,000.00
CAPITAL - GENERAL	123,150.00		35,334.70	87,815.30
CAPITAL IMP. - STREET	1,618,426.00		1,234,388.78	384,037.22
CAPITAL IMP - SEWER	10,000.00	-	(368.00)	10,368.00
CAPITAL IMP - GRANTS	822,113.00		224,791.04	597,321.96
CAPITAL IMP - WATER	569,576.00		305,357.42	264,218.58
ELECTRIC REVENUE BOND	3,504,054.00		257,855.20	3,246,198.80
ELECTRIC UTILITY DEBT SER	287,290.00		287,291.60	(1.60)
CAFETERIA 125 #50	47,500.00		20,060.75	27,439.25
COURT ADSAP #51	-		-	-
COURT BONDS #52	15,000.00		7,422.76	7,577.24
FOREITURES #53	-		1,450.00	(1,450.00)
PAY PAL #55	-		-	-
GRAND TOTAL	17,895,661.00	127,026.68	9,107,892.26	8,914,795.42

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: July 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 7/31/2016
GENERAL OPERATING	422,151.52	1,661,420.03	1,315,294.64	768,276.91		768,276.91
WATER	179,812.64	503,282.40	423,198.72	259,896.32		259,896.32
ELECTRIC	581,707.49	1,993,275.14	1,774,083.79	800,898.84		800,898.84
EMPLOYEE BENEFIT	69,806.10	626,146.32	504,223.31	191,729.11		191,729.11
REFUSE	4,941.92	235,810.02	201,057.58	39,694.36		39,694.36
LIBRARY	106,246.95	13,231.22	9,271.47	110,206.70		110,206.70
RECREATION	-	193.16	193.16	-		-
RURAL FIRE	7,399.18	10,447.59	3,364.89	14,481.88		14,481.88
INDUSTRIAL	60,641.06	24,990.00	9,095.70	76,535.36		76,535.36
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	94,867.01	1,532.57	10,759.25	85,640.33		85,640.33
STREET IMPROVEMENTS	111,836.75	88,276.43	125,077.90	75,035.28		75,035.28
BOND & INTEREST	156,240.81	576,425.05	425,814.58	306,851.28		306,851.28
PUBLIC SAFETY EQUIP.	3,673.08	43,960.00	29,066.91	18,566.17		18,566.17
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	245,326.31	484,956.26	493,803.33	236,479.24		236,479.24
RECREATION BENEFIT	-	24.20	24.20	(0.00)		(0.00)
GOLF COURSE	5,600.86	191,882.49	185,205.71	12,277.64		12,277.64
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	48,063.69	43,971.17	43,829.52		43,829.52
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	70,011.39	25,684.70	85,329.78		85,329.78
CAPITAL IMP. - STREETS	913,026.66	200,000.00	1,098,080.12	14,946.54		14,946.54
CAPITAL IMP - SEWER	(368.00)	-	(368.00)	-		-
CAPITAL IMP - GRANTS	121,346.09	377,694.00	200,657.86	298,382.23		298,382.23
CAPITAL IMP - WATER	569,576.78	-	264,195.27	305,381.51		305,381.51
ELECTRIC REVENUE BONDS	3,858,287.35	1,165.86	188,728.13	3,670,725.08		3,670,725.08
ELECTRIC BOND RESERVE	95,766.45	-	-	95,766.45		95,766.45
CAFETERIA 125 # 50	32,174.07	21,056.07	15,482.07	37,748.07		37,748.07
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	8,236.76	6,336.76	15,566.54		15,566.54
FORFEITURES # 53	2,928.42	675.00	350.00	3,253.42		3,253.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	7,767,595.18	7,182,755.65	7,352,653.22	7,597,697.61	-	7,597,697.61

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: August 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 8/31/2016
GENERAL OPERATING	422,151.52	1,727,825.88	1,504,745.35	645,232.05		645,232.05
WATER	179,812.64	581,858.74	467,184.38	294,487.00		294,487.00
ELECTRIC	581,707.49	2,438,455.48	2,052,285.06	967,877.91		967,877.91
EMPLOYEE BENEFIT	69,806.10	626,146.32	544,456.04	151,496.38		151,496.38
REFUSE	4,941.92	269,862.99	233,786.48	41,018.43		41,018.43
LIBRARY	106,246.95	13,292.52	11,038.92	108,500.55		108,500.55
RECREATION	-	193.16	193.16	-		-
RURAL FIRE	7,399.18	10,447.59	3,364.89	14,481.88		14,481.88
INDUSTRIAL	60,641.06	24,990.00	10,095.70	75,535.36		75,535.36
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	94,867.01	1,532.57	10,759.25	85,640.33		85,640.33
STREET IMPROVEMENTS	111,836.75	88,276.43	151,791.42	48,321.76		48,321.76
BOND & INTEREST	156,240.81	576,425.05	798,564.58	(65,898.72)		(65,898.72)
PUBLIC SAFETY EQUIP.	3,673.08	43,960.00	29,066.91	18,566.17		18,566.17
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	245,326.31	560,742.38	526,268.26	279,800.43		279,800.43
RECREATION BENEFIT	-	24.20	24.20	(0.00)		(0.00)
GOLF COURSE	5,600.86	221,135.24	217,953.25	8,782.85		8,782.85
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	50,797.69	45,703.48	44,831.21		44,831.21
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	70,011.39	35,334.70	75,679.78		75,679.78
CAPITAL IMP. - STREETS	913,026.66	200,000.00	1,234,388.78	(121,362.12)		(121,362.12)
CAPITAL IMP - SEWER	(368.00)	-	(368.00)	-		-
CAPITAL IMP - GRANTS	121,346.09	377,694.00	224,791.04	274,249.05		274,249.05
CAPITAL IMP - WATER	569,576.78	-	305,357.42	264,219.36		264,219.36
ELECTRIC REVENUE BONDS	3,858,287.35	1,346.36	257,855.20	3,601,778.51		3,601,778.51
ELECTRIC BOND RESERVE	95,766.45	-	287,291.60	(191,525.15)		(191,525.15)
CAFETERIA 125 # 50	32,174.07	26,587.96	20,060.75	38,701.28		38,701.28
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	9,222.76	7,422.76	15,466.54		15,466.54
FORFEITURES # 53	2,928.42	675.00	1,450.00	2,153.42		2,153.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	7,767,595.18	7,921,503.71	8,980,865.58	6,708,233.31	-	6,708,233.31

CASH TRANSACTIONS REPORT

YEAR: THROUGH AUGUST
City of Osawatomie

Page: 1
10/5/2016
8:17 am

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	422,151.52	1,949,567.39	1,726,486.86	645,232.05
02-000-100.101	CASH & INVESTMENTS	179,812.64	589,797.16	475,122.80	294,487.00
03-000-100.101	CASH & INVESTMENTS	581,707.49	2,525,047.71	2,138,877.29	967,877.91
04-000-100.101	CASH & INVESTMENTS	69,806.10	725,689.39	643,999.11	151,496.38
05-000-100.101	CASH & INVESTMENTS	4,941.92	269,862.99	233,786.48	41,018.43
06-000-100.101	CASH & INVESTMENTS	106,246.95	13,328.82	11,075.22	108,500.55
07-000-100.101	CASH & INVESTMENTS	0.00	193.16	193.16	0.00
08-000-100.101	CASH & INVESTMENTS	7,399.18	10,447.59	3,364.89	14,481.88
09-000-100.101	CASH & INVESTMENTS	60,641.06	24,990.00	10,095.70	75,535.36
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	94,867.01	1,737.62	10,964.30	85,640.33
12-000-100.101	CASH & INVESTMENTS	111,836.75	88,705.18	152,220.17	48,321.76
13-000-100.101	CASH & INVESTMENTS	156,240.81	576,430.61	798,570.14	-65,898.72
14-000-100.101	CASH & INVESTMENTS	3,673.08	48,644.70	33,751.61	18,566.17
15-000-100.101	CASH & INVESTMENTS	0.84	22,605.00	22,605.00	0.84
16-000-100.101	CASH & INVESTMENTS	245,326.31	565,602.86	531,128.74	279,800.43
17-000-100.101	CASH & INVESTMENTS	0.00	24.20	24.20	0.00
18-000-100.101	CASH & INVESTMENTS	5,600.86	245,630.45	242,448.46	8,782.85
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	39,737.00	55,256.23	50,162.02	44,831.21
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	41,003.09	116,588.39	81,911.70	75,679.78
25-000-100.101	CASH & INVESTMENTS	913,026.66	200,000.00	1,234,388.78	-121,362.12
26-000-100.101	CASH & INVESTMENTS	-368.00	368.00	0.00	0.00
27-000-100.101	CASH & INVESTMENTS	121,346.09	377,694.00	224,791.04	274,249.05
28-000-100.101	CASH & INVESTMENTS	569,576.78	0.00	305,357.42	264,219.36
30-000-100.101	CASH & INVESTMENTS	0.00	6,176,761.59	6,176,761.59	0.00
33-000-100.101	CASH & INVESTMENTS	3,858,287.35	54,936.03	311,444.87	3,601,778.51
43-000-100.101	CASH & INVESTMENTS	95,766.45	0.00	287,291.60	-191,525.15
50-000-100.101	CASH & INVESTMENTS	32,174.07	26,679.21	20,152.00	38,701.28
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,666.54	9,222.76	7,422.76	15,466.54
53-000-100.101	CASH & INVESTMENTS	2,928.42	675.00	1,450.00	2,153.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		7,767,595.18	14,676,486.04	15,735,847.91	6,708,233.31
Total for 100.101		7,767,595.18	14,676,486.04	15,735,847.91	6,708,233.31
Grand Totals:		7,767,595.18	14,676,486.04	15,735,847.91	6,708,233.31

CASH TRANSACTIONS REPORT

YEAR: THROUGH JULY
City of Osawatomie

Page: 1
9/7/2016
4:50 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	422,151.52	1,869,043.12	1,522,917.73	768,276.91
02-000-100.101	CASH & INVESTMENTS	179,812.64	511,220.82	431,137.14	259,896.32
03-000-100.101	CASH & INVESTMENTS	581,707.49	2,077,444.72	1,858,253.37	800,898.84
04-000-100.101	CASH & INVESTMENTS	69,806.10	694,498.31	572,575.30	191,729.11
05-000-100.101	CASH & INVESTMENTS	4,941.92	235,810.02	201,057.58	39,694.36
06-000-100.101	CASH & INVESTMENTS	106,246.95	13,267.52	9,307.77	110,206.70
07-000-100.101	CASH & INVESTMENTS	0.00	193.16	193.16	0.00
08-000-100.101	CASH & INVESTMENTS	7,399.18	10,447.59	3,364.89	14,481.88
09-000-100.101	CASH & INVESTMENTS	60,641.06	24,990.00	9,095.70	76,535.36
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	94,867.01	1,737.62	10,964.30	85,640.33
12-000-100.101	CASH & INVESTMENTS	111,836.75	88,705.18	125,506.65	75,035.28
13-000-100.101	CASH & INVESTMENTS	156,240.81	576,430.61	425,820.14	306,851.28
14-000-100.101	CASH & INVESTMENTS	3,673.08	48,644.70	33,751.61	18,566.17
15-000-100.101	CASH & INVESTMENTS	0.84	22,605.00	22,605.00	0.84
16-000-100.101	CASH & INVESTMENTS	245,326.31	489,816.74	498,663.81	236,479.24
17-000-100.101	CASH & INVESTMENTS	0.00	24.20	24.20	0.00
18-000-100.101	CASH & INVESTMENTS	5,600.86	216,377.70	209,700.92	12,277.64
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	39,737.00	52,522.23	48,429.71	43,829.52
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	41,003.09	116,588.39	72,261.70	85,329.78
25-000-100.101	CASH & INVESTMENTS	913,026.66	200,000.00	1,098,080.12	14,946.54
26-000-100.101	CASH & INVESTMENTS	-368.00	368.00	0.00	0.00
27-000-100.101	CASH & INVESTMENTS	121,346.09	377,694.00	200,657.86	298,382.23
28-000-100.101	CASH & INVESTMENTS	569,576.78	0.00	264,195.27	305,381.51
30-000-100.101	CASH & INVESTMENTS	0.00	4,747,334.02	4,747,334.02	0.00
33-000-100.101	CASH & INVESTMENTS	3,858,287.35	54,755.53	242,317.80	3,670,725.08
43-000-100.101	CASH & INVESTMENTS	95,766.45	0.00	0.00	95,766.45
50-000-100.101	CASH & INVESTMENTS	32,174.07	21,147.32	15,573.32	37,748.07
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,666.54	8,236.76	6,336.76	15,566.54
53-000-100.101	CASH & INVESTMENTS	2,928.42	675.00	350.00	3,253.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		7,767,595.18	12,460,578.26	12,630,475.83	7,597,697.61
Total for 100.101		7,767,595.18	12,460,578.26	12,630,475.83	7,597,697.61
Grand Totals:		7,767,595.18	12,460,578.26	12,630,475.83	7,597,697.61

Community Improvement Application Public Hearing Notice

The city of Osawatomie, KS will hold a public hearing on Thursday, October 13th, 2016 at 6:30 p.m., Memorial Hall located at 411, 11th, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facilities category.

The specific project application to be discussed is a street improvement project that will include upgrading Main Street from 7th to 12th Street. Specific project activities will include but are not limited to the replacement of the street pavement, subgrade, curb and gutter, intersection aprons, pavement markings, permanent signing, and utility adjustments as necessary. The estimated total project cost is approximately \$1,533,700.00 with the grant request for \$400,000.00 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become part of Osawatomie's CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the city clerk (913-755-2146) by October 12th, 2016.

CITY OF OSAWATOMIE, KS
BK 124, PG 492

Lot 55

Lot 46

LOYD'S ADDITION

LOYD'S ADDITION

LEVEE LIMITS, CASE NO 17757

Lot 56

Lot 45

5

5.89

(ST) 8" PVC

(ST) 8" PVC

Lot 57

Lot 44

CITY OF OSAWATOMIE, KS
BK 343, PG 63

LEVEE LIMITS, CASE NO 17757

CARR AVENUE (VACATED)

CARR AVENUE (VACATED)

GRAVEL

WV

CONC

EL=858.67

ET

