

OSAWATOMIE CITY COUNCIL  
**SPECIAL MEETING**  
AGENDA  
**Wednesday, October 25, 2017**  
6:30 p.m., Memorial Hall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

*Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*

  - A. October 25<sup>th</sup> Agenda
  - B. Council Minutes for September 14 and 28, 2017
  - C. Special Event Permit – Border War BBQ
  - D. Special Event Permit – USD 367 Veterans Day Celebration
  - E. Pay Application No. 1 – Library Roof – Premier Contracting - \$26,930.70
  - F. Pay Application No. 1 – City Hall Addition Roof – Premier Contracting - \$5,909.40
  - G. Pay Application No. 1 – City Auditorium – MTS - \$6,500.00
  - H. Payment – 9th Street Substation -- Belger Cartage Service, Inc. - \$22,750
  - I. Pay Application No. 3 -- 9th Street Substation – IES Commercial - \$164,983.41
  - J. Pay Application No. 6 (Final) -- 7th Street Substation – Mid-States Energy - \$5,342
  - K. Certificate of Substantial Completion – 7th Street Substation Phase IV Switchgear Addition
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
  - A. Administer Oath of Office to Police Officers and Court Clerk
  - B. Citizen Request to Approve Miniature Pigs – Morgan Johnson
8. Public Hearings
9. Unfinished Business
  - A. Change Order No. 1 – City Auditorium – MTS - \$27,000
  - B. Pay Application No. 2 – City Auditorium – MTS - \$33,280.00
  - C. Ordinance - Special Use Permit – Walker RV Park
  - D. Ordinance - Special Use Permit – Klein RV Park
10. New Business
  - A. Bid Award – Main Street Phase II
  - B. Generation Project - KCPL Memorandum of Understanding for Interconnect Data
  - C. Generation Project - Fiber Line Installation Bid
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session – Attorney-Client Communications
15. Other Discussion/Motions
16. Adjourn

*NEXT REGULAR MEETING – November 9, 2017*

# CITY OF OSAWATOMIE



---

## NOTICE OF SPECIAL MEETING

The Council, being the Governing Body of the City of Osawatomie, Kansas.

You are hereby notified that pursuant to a written request, I have called and do hereby call a special meeting of the Council of the City of Osawatomie, Kansas, be held at **MEMORIAL HALL** located at 411 11<sup>th</sup> Street, Osawatomie, KS at **6:30 PM** on **WEDNESDAY, OCTOBER 25<sup>th</sup>, 2017** for the following purpose:

### **Rescheduling of the regular October 26 meeting to October 25.**

#### **Action Items to Include:**

1. Approval of Proposed Consent Agenda
2. Administer Oath of Office to Police Officers and Court Clerk
3. Citizen Request to Approve Miniature Pigs
4. Change Order No. 1 – City Auditorium – MTS - \$27,000
5. Pay Application No. 2 – City Auditorium – MTS - \$33,280.00
6. Ordinance - Special Use Permit – Walker RV Park
7. Ordinance - Special Use Permit – Klein RV Park
8. Bid Award – Main Street Phase II
9. Generation Project - KCPL Memorandum of Understanding for Interconnect Data
10. Generation Project - Fiber Line Installation Bid
11. Council Reports
12. Mayor's Report
13. Staff Reports
14. Executive Session – Attorney-Client Communications

DATED this **20<sup>TH</sup>** day of **OCTOBER, 2017**.

---

L. Mark Govea, Mayor  
City of Osawatomie, Kansas

Osawatomie, Kansas. **September 14, 2017.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Maichel, Macek (6:34), Walmann and Wright. City Staff present were City Clerk Tammy Seamands, City Manager Don Cawby, City Attorney Dick Wetzler (6:34), Public Works Director Blake Madden, Fire Chief Brian Love, Assistant Fire Chief Brian Mersman, and Chief of Police Dave Ellis. Members of the public were: Lance Kerr, Ed Beaudry, Renee' Slinkard, Jennifer McMahon and Drew Tarwater.

**INVOCATION.** Drew Tarwater with First Baptist Church

**CONSENT AGENDA.** Approval of September 14<sup>th</sup> Agenda, Minutes for August 10<sup>th</sup> and August 24<sup>th</sup>, Appropriation Ordinance 2017-08, Pay Application No. 5, Special Event Permit ~ Freedom Festival and Fireworks Display Permit ~ USD367 Football Games. **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

Drew Tarwater, 1<sup>st</sup> Baptist Church ~ September 24<sup>th</sup> at 5pm we will have Dinner & a Movie

Jennifer McMahon, 32899 Primrose Road Paola, wants everyone to feel safe. Driving around she sees that there are a lot of properties that need to be cleaned up and the yards mowed.

**PRESENTATIONS.**

PROCLAMATION – 2017 CONSTITUTION WEEK. \*moved to after Public Works Staff Report\* LaDuex did a formal reading of the proclamation. **Motion** made by Hunter, seconded by Maichel to Approve the 2017 Constitution Week. Yeas: All.

**PUBLIC HEARINGS.** None.

**UNFINISHED BUSINESS.**

SHOOT HOUSE LLC ~ GAMING PARK LICENSE. Removed.

RESOLUTION ~ REPEAL CONDEMNATION OF 1635 MAIN. A certificate of occupancy was issued on August 31<sup>st</sup>, with only a few remaining issues outside remaining. **Motion** made by Hampson, seconded by Maichel to Repeal the Condemnation of 1635 Main. Yes: All.

**NEW BUSINESS.**

USED FIRE TRUCK PROPOSAL TO PURCHASE. Fire Chief, Brian Love, reviewed the information of a used fire truck currently for sale from the Olathe Fire Department. Olathe has put this truck in 'reserve mode' to where it is not used all of the time. Olathe is expecting their new truck between January and March of 2018. The truck is almost identical with the truck



Osawatomie, Kansas. **September 28, 2017.** The Council Meeting was held in Memorial Hall. Mayor Mark Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Maichel, Macek, Walmann and Wright. City Staff present were City Clerk Tammy Seamands, City Manager Don Cawby, City Attorney Dick Wetzler, Assistant Fire Chief Brian Mersman, and Chief of Police Dave Ellis. Members of the public were: Lance Kerr, Ed Beaudry, Jennifer McDaniel, Bryce Smith, John Blessing, Kenny Diehm, Davi Howe, Brooks Damron, Douglas Petroskey and Dave Peterson.

**INVOCATION.** Brooks Damron with Spring Grove Church

**CONSENT AGENDA.** Approval of September 28<sup>th</sup> Agenda, Special Event Permit ~ Rush the Rails and Pay Application No. 2. ~ 9<sup>th</sup> Street Substation ~ IES Commercial. **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

Brooks Damron, Spring Grove Church ~ The Ministerial Association will be having the 2<sup>nd</sup> Annual Prayer Vigil on October 28<sup>th</sup> at 4pm.

**PRESENTATIONS.**

**GRANT PRESENTATION BY WASTE MANAGEMENT TO OZ FIRE DEPARTMENT.** John Blessing with Waste Management announced that every year Waste Management hosts a charitable golf event and the Kansas City location was chosen this year to house it. Due to hurricane Harvey, the event had to be cancelled, but the money pledged was still available. A large amount of the money went to the hurricane relief program, but money was still available for other organizations including 16 local fire departments. Osawatomie Fire Department was one of those 16 that were chosen.

**PUBLIC HEARINGS.** None.

**UNFINISHED BUSINESS.**

**SHOOT HOUSE LLC ~ GAMING PARK LICENSE.** City Manager Cawby advised the council that we have received all information that was needed for the gaming park license, such as the application, certificate of insurance and the site plan. If the license is approved, their next step would be to obtain a building permit. **Motion** made by Maichel, seconded by Hampson to Approve the Gaming Park License for Shoot House LLC. Yeas: All.

**WASTE MANAGEMENT OPERATIONS.** Cawby briefly went over a few ongoing problems that the City has had over the last year with Waste Management. The billing, customer interaction and bulk pick up are the three on-going issues. He recommends looking into direct billing and/or eliminating bulk pick up. Representatives from Waste Management were in attendance for the meeting due to presentations earlier in the meeting, therefore they were able to participate in the discussion. **Motion** made by Hampson, seconded by Hunter to Allow the City

Manager the ability to look into changes with the Billing and Bulk Item Pick-up through Waste Management. Yes: All.

**ELECTRIC GENERATION PROJECT UPDATE.** City Manager Cawby updated the Council on a few things that have happened over the last couple of months. Budget is tight, but we are nearing the end of the project.

### **NEW BUSINESS.**

**ORDINANCE ~ LEASE PURCHASE GROCERY STORE EQUIPMENT.** Cawby reviewed the Lease-Purchase Agreement for the grocery store equipment between 1<sup>st</sup> Option Bank and the City. **Motion** made by Maichel, seconded by LaDuex to Approve the Mayor to sign the Ordinance to Execute the Lease Purchase Agreement as Presented. Yeas: All.

**SPORTS COMPLEX DEED.** Cawby read the language that the City and USD 367 have agreed on for the Sports Complex Deed. **Motion** made by Hampson, seconded by Hunter to Approve the Conveyance of the Karl E. Cole Sports Complex as defined in the Lease Agreement to USD 367 with the Deed Restriction as Presented. Yeas: All.

**CITY HALL RENOVATION PROJECT.** Cawby went over the proposal for the City Hall Project. This renovation would allow less traffic from the public in the City Hall offices going to the old police department and would allow more meeting space in the current City Hall. Part of the project would include redoing 5<sup>th</sup> Street, as it is in bad shape and deteriorating. Estimated budget right now is around \$109,000 which includes both parts of the building. **Motion** made by Hampson, seconded by Maichel to Approve the Presented Budget for the City Hall Project and Finalize Plans. Yeas: All.

### **COUNCIL REPORTS.**

Tamara Maichel ~ Attended the Annual League Conference

### **MAYOR'S REPORT.**

League will have Regional Suppers and the closest one to us is in Lawrence. Danny Govea received his 40 year service award at the Annual Conference and it was a great time.

### **CITY MANAGER & STAFF REPORTS.**

Staff cleaned the statue in the park and then KC Restoration restored it.

We were contacted by Correct Care Services and invited for a tour on October 17<sup>th</sup> of a Florida campus that operates like OSH.

Bricks are almost down on the east side of the City Hall.

Chamber dinner will be on October 26<sup>th</sup>. The Council Meeting will need to be moved.

**EXECUTIVE SESSION.** None.

**OTHER DISCUSSION/MOTIONS.**

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

*/s/ Ashley Kobe*

Ashley Kobe, Deputy City Clerk

DRAFT



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

# SPECIAL EVENTS PERMIT APPLICATION

Department Use Only

Date Filed: 10-20-17  
 Event Deposit  
 Date Paid: \_\_\_\_\_  
 \$50 Permit Fee  
 Date Paid: \_\_\_\_\_  
 \$25 State Permit  
 Date Paid: \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION:  
John Brown Foundation / Don Cowby

2. CONTACT PHONE # AND EMAIL (OPTIONAL):  
borderwarbbq@gmail.com

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:  
bbq competition

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>Box 401</u> <u>Osawatomi, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>1000 Main Street</u> <u>Osawatomi, KS 66064</u> <u>* John Brown Park *</u>
---	--

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:  
Friday, October 27th 7AM - 11PM  
Saturday, October 28th 7AM - 6PM

7. ENTRY TO EVENT: FEE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <u>only to compete</u> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE <input type="checkbox"/>	8. STREET CLOSURE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, TIME OF CLOSURE REQUIRED: <u>maybe some restriction in park</u>	9. # OF EXPECTED ATTENDING: <u>300</u>
--	--	---

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES  NO   
 WILL CMB BE SOLD AT THE EVENT? YES  NO   
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES  NO   
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED 9-1-1970

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

**STATEMENT OF APPLICANT**

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

SIGNATURE: Don Cowby DATE: 10-20-2017

PERMIT APPLICATION: APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_  
 DECISION BY: \_\_\_\_\_ DATE OF DECISION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





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

# SPECIAL EVENTS PERMIT APPLICATION

Department Use Only

Date Filed: \_\_\_\_\_  
 Event Deposit \_\_\_\_\_  
 Date Paid: \_\_\_\_\_  
 \$50 Permit Fee \_\_\_\_\_  
 Date Paid: \_\_\_\_\_  
 \$25 State Permit \_\_\_\_\_  
 Date Paid: \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION:  
USD 367

2. CONTACT PHONE # AND EMAIL (OPTIONAL):  
913-755-4172 - french@us0367.org

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:  
PARADE - VETERANS DAY

4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>200 Truman Dr          Osawatomie, KS 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>Downtown Osawatomie</u>
---	---

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:  
NOV. 10, 2017

7. ENTRY TO EVENT: FEE YES ___ NO <input checked="" type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE ___	8. STREET CLOSURE: YES <input checked="" type="checkbox"/> NO ___ IF YES, TIME OF CLOSURE REQUIRED: <u>12:30 - 3:00 PM</u>	9. # OF EXPECTED ATTENDINGS: <u>1,400</u>
--	--	--

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES \_\_\_ NO   
 WILL CMB BE SOLD AT THE EVENT? YES \_\_\_ NO   
 WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES \_\_\_ NO   
 IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED \_\_\_\_\_

11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES  NO \_\_\_  
 IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE:  
EMC - Elliott Insurance

**STATEMENT OF APPLICANT**

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

SIGNATURE [Signature] DATE 10/26/2017

PERMIT APPLICATION: APPROVED \_\_\_ DENIED \_\_\_  
 DECISION BY: \_\_\_\_\_ DATE OF DECISION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TO (OWNER): CITY OF OSAWATOMIE  
439 MAIN STREET  
OSAWATOMIE, KS 66064

PROJECT: OSAWATOMIE PUBLIC LIBRARY-TE  
527 BROWN AVENUE  
OSAWATOMIE, KS 66064

APPLICATION NO: 1  
PERIOD TO: 9/20/2017

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Premier Contracting, Inc  
3940 S. Ferree St  
Kansas City, KS 66103

VIA (ARCHITECT):  
ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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 for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM ..... \$ 36,000.00
- 2. Net Change by Change Orders ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 36,000.00
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 29,923.00

CONTRACTOR: Premier Contracting, Inc  
3940 S. Ferree St Kansas City, KS 66103

By: Barbara Clark  
BARBARA CLARK / CONST. MGR.

Date: 9/20/17

- 5. RETAINAGE:
  - a. 10.00 % of Completed Work \$ 2,992.30
  - b. 0.00 % of Stored Material \$ 0.00
- Total retainage (Line 5a + 5b) ..... \$ 2,992.30

6. TOTAL EARNED LESS RETAINAGE ..... \$ 26,930.70  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ 0.00

8. CURRENT PAYMENT DUE ..... \$ 26,930.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 9,069.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

State of: KS  
County of: WYANDOTTE  
Subscribed and Sworn to before me this 20th day of Sept, 2017  
Notary Public: Karen I. Roberts  
My Commission Expires: 5/8/19



**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 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 ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

AIA Type Document  
Application and Certification for Payment

**TO (OWNER):** CITY OF OSAWATOMIE  
439 MAIN STREET  
OSAWATOMIE, KS 66064

**PROJECT:** OSAWATOMIE PUBLIC LIBRARY-TE  
527 BROWN AVENUE  
OSAWATOMIE, KS 66064

**APPLICATION NO:** 1  
**PERIOD TO:** 9/20/2017

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Premier Contracting, Inc  
3940 S. Ferree St  
Kansas City, KS 66103

**VIA (ARCHITECT):** ARCHITECTS  
PROJECT NO:

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	MOBILIZATION	3,558.00	0.00	3,558.00	0.00	3,558.00	100.00	0.00	355.80
2	ROOFING MATERIALS	14,652.00	0.00	14,652.00	0.00	14,652.00	100.00	0.00	1,465.20
3	ROOFING LABOR	11,713.00	0.00	11,713.00	0.00	11,713.00	100.00	0.00	1,171.30
4	SHEET METAL MATERIALS	1,441.00	0.00	0.00	0.00	0.00	0.00	1,441.00	0.00
5	SHEET METAL LABOR	2,807.00	0.00	0.00	0.00	0.00	0.00	2,807.00	0.00
6	DEMobilIZATION	1,829.00	0.00	0.00	0.00	0.00	0.00	1,829.00	0.00
<b>REPORT TOTALS</b>		<b>\$36,000.00</b>	<b>\$0.00</b>	<b>\$29,923.00</b>	<b>\$0.00</b>	<b>\$29,923.00</b>	<b>83.12</b>	<b>\$6,077.00</b>	<b>\$2,992.30</b>

Inv# 27315 City Hall RM

AIA Type Document  
Application and Certification for Payment

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

APPLICATION NO: 1  
PERIOD TO: 9/20/2017

PROJECT: OSAWATOMIE CITY HALL ADD.-TE  
439 MAIN  
OSAWATOMIE, KS 66064

ARCHITECT'S  
PROJECT NO:

VIA (ARCHITECT):

FROM (CONTRACTOR): Premier Contracting, Inc  
3940 S. Ferree St  
Kansas City, KS 66103

CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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 for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Premier Contracting, Inc  
3940 S. Ferree St Kansas City, KS 66103

By: Barbara Clark Date: 9/20/17

BARBARA CLARK / CONST. MGR.

State of: KS

County of: WYANDOTTE

Subscribed and Sworn to before me this 20th Day of Sept 2017

Notary Public Stacie Lynn Addison  
My Commission Expires 11/17/2019



**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 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: ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

1. ORIGINAL CONTRACT SUM .....	\$	8,600.00		
2. Net Change by Change Orders .....	\$	0.00		
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	8,600.00		
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	6,566.00		
<b>5. RETAINAGE:</b>				
a. 10.00 % of Completed Work	\$	656.60		
b. 0.00 % of Stored Material	\$	0.00		
Total retainage (Line 5a + 5b) .....	\$	656.60		
6. TOTAL EARNED LESS RETAINAGE .....	\$	5,909.40		
(Line 4 less Line 5 Total)				
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	0.00		
8. CURRENT PAYMENT DUE .....	\$	5,909.40		
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,690.60		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
NET CHANGES by Change Order	0.00	

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CITY OF OSAWATOMIE  
439 MAIN  
OSAWATOMIE, KS 66064

PROJECT: OSAWATOMIE CITY HALL ADD.-TE  
439 MAIN  
OSAWATOMIE, KS 66064

APPLICATION NO: 1  
PERIOD TO: 9/20/2017

DISTRIBUTION TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Premier Contracting, Inc  
3940 S. Ferree St  
Kansas City, KS 66103

VIA (ARCHITECT):  
ARCHITECT'S PROJECT NO:

CONTRACT FOR: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	MOBILIZATION	1,124.00	0.00	1,124.00	0.00	1,124.00	100.00	0.00	112.40
2	ROOFING MATERIALS	2,328.00	0.00	2,328.00	0.00	2,328.00	100.00	0.00	232.80
3	ROOFING LABOR	3,114.00	0.00	3,114.00	0.00	3,114.00	100.00	0.00	311.40
4	SHEET METAL MATERIALS	232.00	0.00	0.00	0.00	0.00	0.00	232.00	0.00
5	SHEET METAL LABOR	678.00	0.00	0.00	0.00	0.00	0.00	678.00	0.00
6	DEMOBILIZATION	1,124.00	0.00	0.00	0.00	0.00	0.00	1,124.00	0.00
<b>REPORT TOTALS</b>		<b>\$8,600.00</b>	<b>\$0.00</b>	<b>\$6,566.00</b>	<b>\$0.00</b>	<b>\$6,566.00</b>	<b>76.35</b>	<b>\$2,034.00</b>	<b>\$656.60</b>

CONTRACT FOR: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:**  
City of Osawatomie  
439 Main St.  
PO Box 37  
Osawatomie, KS 66064

**PROJECT:**  
Auditorium Brick & Stone Repair  
439 Main St.  
Osawatomie, KS 66064  
VIA ARCHITECT:

**APPLICATION NO:** 2  
**PERIOD TO:** 9/30/2017  
**CONTRACT FOR:** Auditorium Brick & Stone Repair  
**CONTRACT DATE:** 6/8/2017  
**PROJECT NOS:** /  
**INVOICE NO:** 17-1405B

**Distribution to:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**FROM CONTRACTOR:**  
MTS Contracting, Inc.  
1019 Swift Ave.  
North Kansas City, MO 64116

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM ..... \$ 177,500.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 27,000.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 204,500.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 39,780.00

#### 5. RETAINAGE:

- a.  $\frac{0}{100}$  % of Completed Work  
(Columns D + E on G703) ..... \$ 0.00
  - b.  $\frac{0}{100}$  % of Stored Material  
(Column F on G703) ..... \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 0.00

- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 39,780.00  
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 6,500.00  
(Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE ..... \$ 33,280.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 164,720.00  
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 27,000.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 27,000.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 27,000.00</b>	

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** MTS Contracting, Inc.

By: \_\_\_\_\_ Date: 10/4/17

State of: MO  
County of: Clay

Subscribed and sworn to before me this \_\_\_\_\_

4<sup>th</sup> day of October, 2017



Notary Public: Stephanie L. Burke  
My commission expires: May 27, 2019

STEPHANIE L. BURKE  
My Commission Expires  
May 27, 2019  
Platte County  
Commission #15434494

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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** ..... \$  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA Document G702™ – 1992 Instructions

## *Application and Certificate for Payment*

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

**Reproductions.** This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

### COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 2  
 APPLICATION DATE: 9/30/2017  
 PERIOD TO: 9/30/2017  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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 (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	Equipment	19,000.00	0.00		3,000.00	0.00	3,000.00	16,000.00	0.00
2	Material non brick or stone	16,500.00	0.00		2,500.00	0.00	2,500.00	14,000.00	0.00
3	Brick demo labor	27,280.00	0.00		27,280.00	0.00	27,280.00	0.00	0.00
4	Relay brick labor	25,645.00	0.00		0.00	0.00	0.00	25,645.00	0.00
5	Misc. repairs labor	13,440.00	0.00		0.00	0.00	0.00	13,440.00	0.00
6	Relay stone labor	56,080.00	0.00		0.00	0.00	0.00	56,080.00	0.00
7	Dumpster	2,000.00	0.00		500.00	0.00	500.00	1,500.00	0.00
8	Metal	17,555.00	0.00		0.00	0.00	0.00	17,555.00	0.00
9	Brick	6,500.00	6,500.00		0.00	0.00	6,500.00	0.00	0.00
10	Cast stone	20,500.00	0.00		0.00	0.00	0.00	20,500.00	0.00
	GRAND TOTAL	204,500.00	6,500.00		33,280.00	0.00	39,780.00	164,720.00	0.00

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 101210A004





# AIA®

# Document G703™ – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G703™, Continuation Sheet, is to be used in conjunction with AIA Document G702™, Application and Certificate for Payment, or AIA Document G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201™, General Conditions of the Contract for Construction, and A232™, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

**Reproductions.** This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document. The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G703, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA. Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA). To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

### COMPLETING G703-1992

**Heading.** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

**Columns A, B and C.** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D.** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E.** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F.** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

**Column G.** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H.** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I.** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders.** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

**Construction Change Directives.** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

*The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			E FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



October 23, 2017

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

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

Dear Don:

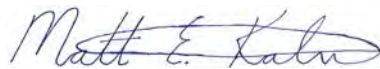
JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the following items to be discussed at the next regularly scheduled City council meeting:

1. JEO received Invoice 769851 in the amount of \$22,750.00 from Belger Cartage Service, Inc. (Belger) for work performed on behalf of the City. Belger loaded three Caterpillar generator(s) and three 2,500 kVA step-up transformers near the existing Power Plant, hauled to the new 9<sup>TH</sup> Street substation and unloaded onto the existing concrete pad(s). Invoice 769851, included, is recommended to be paid in the amount of \$22,750.00. The invoice shall be budgeted to the 9<sup>TH</sup> Street Substation project.
2. JEO received a request for payment from IES Commercial, Inc. (IES) for work completed to date and on-site stored materials on the '9<sup>TH</sup> Street Substation' project. The amounts for which IES is requesting has been verified to date and JEO recommends to approve Contractor's Application for Payment No. 3, included, in the amount of \$164,983.41. 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.
3. JEO received a request for payment from Mid-States Energy Works, Inc. (Mid-States) for work completed to date on the '7<sup>TH</sup> Street Substation – Phase IV Switchgear Addition' project. The amounts for which Mid-States is requesting has been verified to date and JEO recommends to approve Contractor's Application for Payment No. 6 (FINAL), included, in the amount of \$5,342. Please print out three copies and execute upon council approval. Keep one copy for your file, return one to Mid-States with the payment and the final copy to JEO for our records.
4. Upon receipt of Mid-States request for final payment, JEO completed the Certificate of Substantial Completion on the '7<sup>TH</sup> Street Substation – Phase IV Switchgear Addition' project. The execution of the Certificate of Substation Completion marks the commencement of the one-year warranty period for the revenue grade metering on the three generator(s). JEO recommends to approve said document, included. Please print out three copies and execute upon council approval. Keep one for your file, return one to Mid-States with the payment and the final copy to JEO for our records.

5. Kansas City Power & Light (KCP&L) has revised the Memorandum of Understanding (MOU) for installation and connections of the primary metering for substation and generation at the 7<sup>th</sup> & 9<sup>th</sup> Street Substations. The result is approximately a \$40,000 reduction of cost from the previous MOU. This does require the City to install a fiber line between the two substations. The fiber line will also be used to connect the controls of the generation at both substations, such that all generation can be operated from one location. JEO recommends to approve the MOU as provided by KCP&L.
6. The City has received informal bids for installation of the fiber line between the two substations.
  - a. KWIKCOM Communications has provided two options (underground and overhead) for installation of the fiber line. The underground option (\$44,408.00) includes a 1.25" HDPE duct (bored), 24 ct. Armor Fiber and 6 pull boxes 24"x36"x24"h. The line route of the underground option (approximately 3,550 ft.) would follow the 34.5 kV sub-transmission line. The overhead option (\$37,907.00) includes a ¼" messenger, 24 ct. Armor Fiber and lashing to connect the fiber to the messenger. The line route of the overhead option (approximately 4,000 ft.) is south along 9<sup>th</sup> St to Pacific St, east along Pacific St to 7<sup>th</sup> St and south along 7<sup>th</sup> St to the substation. The overhead option will provide for the fiber line to be installed on the existing distribution poles and will be located between the neutral conductor and communication lines. The City or contractor will still need to purchase an RS485/232 to fiber converter (estimated cost \$1,700.00) that is necessary at the 9<sup>th</sup> street substation.
  - b. IES Commercial has provided an overhead option for installation of the fiber line. The overhead option (\$69,624.00) includes a 24 ct. Fiber cable with self-supporting cable. Lashing is not required for this cable. The fiber line route and installation on distribution poles is the same as the overhead option in Part a above. This bid also includes an RS485/232 to fiber converter that is necessary at the 9<sup>th</sup> street substation.
  - c. JEO is acceptable with either of the two options by KWIKCOM Communications, as the bids are reasonable and installation is time sensitive and can be completed within the construction deadlines of the 9<sup>th</sup> St substation project.

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

Respectfully submitted,



Matt E. Kalin, PE  
Project Engineer

MEK:skw  
Enclosure

INVOICE

# BELGER®

SINCE 1919

## Cartage Service, Inc.



Invoice: 769851

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: 09/28/17

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		
09/28	038797	WORK AS DIRECTED: GO TO ABOVE ADDRESS LOAD 3 GENERATORS WEIGHING 90,000 LBS EACH AND 3 TRANSFORMERS WEIGHING 15,000 LBS EACH ONTO OUR TRAILERS AND HAUL TO ABOVE ADDRESS AND SET ONTO THE PADS LABOR AND EQUIPMENT					
09/27		1 210T CRANE, OPERATOR, OILER 4 TRACTORS, TRAILERS, DRIVERS 210 COUNTER WEIGHTS 4 TRACTORS, TRAILERS, DRIVERS GENERATORS AND TRANSFORMERS 1 14' SPREADER BEAM AS QUOTED JOB LOCATION: PICK UP 300 11TH STREET OSAWATOMIE, KANSAS DELIVER TO: 9TH & LINCOLN OSAWATOMIE, KANSAS ORDERED BY: BLAKE MADDEN  P. O. NUMBER: NONE					22,750.00
		T O T A L --->					22,750.00
		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.					

# Contractor's Application for Payment No. 3

Application Period: 09/12/2017 - 10/13/2017 To (Owner): City of Osawatomie, KS Project: 2016 9th Street Substation Owner's Contract No.:	Application Date: 10/17/2017 Via (Engineer): JEO Consulting Group, Inc. Engineer's Project No.: 141554.03
From (Contractor): IES Commercial, Inc. Contract: 2016 9th Street Substation Contractor's Project No.: 555074007	

### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
Number			
C.O. #1	\$30,325.80		\$1,151,721.00
			\$ -30,325.80
			\$1,121,395.20
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>			
(Column F total on Progress Estimates)..... \$ 5454,727.50			
<b>5. RETAINAGE:</b>			
a. 10.0% X	\$349,511.74	Work Completed.....	\$ 334,951.17
b. 10.0% X	\$105,215.76	Stored Material.....	\$ 10,521.58
c. Total Retainage (Line 5.a + Line 5.b).....			\$ 45,472.75
<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....</b>			
<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....</b>			
<b>8. AMOUNT DUE THIS APPLICATION.....</b>			
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>			
(Column G total on Progress Estimates + Line 5.c above)..... \$ 712,140.45			
TOTALS	\$30,325.80		
NET CHANGE BY CHANGE ORDERS	-\$30,325.80		

**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.

<b>Contractor Signature</b>	Date:

Payment of: \$ \_\_\_\_\_ \$164,983.41  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_ \$164,983.41  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

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



# Stored Material Summary

# Contractor's Application

A		B		C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount Previously Stored (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))	
2	15B80475-02	12 (13 3419)	Jobsite	Building Materials	8/2017	\$24,349.44		\$24,349.44	10/2017	\$24,349.44		
2	17373290	11 (13 3419)	Subc. Shop	Insulation Materials	8/2017	\$3,806.64		\$3,806.64	10/2017	\$3,806.64		
3	93986	(33 7200)	Jobsite	Substation Steel	9/2017	\$33,154.50		\$33,154.50	10/2017	\$33,154.50		
2	S503562780.002	10 (Sheet E2.0)	Jobsite	Panel Lightning Arrestor	9/2017	\$526.09		\$526.09			\$526.09	
2	S503603991.002	5 (26 0500)	Jobsite	Flourescent fixture	9/2017	\$816.22		\$816.22			\$816.22	
2	S503562780.008	5 (26 0500)	Jobsite	DC Panelboard enclosure	9/2017	\$292.45		\$292.45	10/2017	\$292.45		
2	S503562780.009	5 (26 0500)	Jobsite	AC Panelboard	9/2017	\$681.59		\$681.59	10/2017	\$681.59		
2	S503562780.010	5 (26 0500)	Jobsite	DC Panelboard interior	9/2017	\$1,399.86		\$1,399.86			\$1,399.86	
2	S503603991.004	5 (26 0500)	Jobsite	Exterior wall pack lights	9/2017	\$950.73		\$950.73			\$950.73	
2	S503603991.005	5 (26 0500)	Jobsite	Emergency Exit signs	9/2017	\$208.54		\$208.54			\$208.54	
2	S503603991.001	5 (26 0500)	Jobsite	Flourescent fixture bulbs	9/2017	\$73.68		\$73.68			\$73.68	
3	3497	5 (33 7200)	Jobsite	34.5KV GOAB switch	9/2017	\$5,875.00		\$5,875.00			\$5,875.00	
3	3497	5 (33 7200)	Jobsite	15KV GOAB switch	9/2017	\$6,100.00		\$6,100.00			\$6,100.00	
3	3497	5 (33 7200)	Jobsite	38KV Vacuum Magentic Circuit Breaker	9/2017	\$35,200.00		\$35,200.00			\$35,200.00	
3	3497	5 (33 7200)	Jobsite	2" IPS Aluminum Tubular Bus	9/2017	\$236.00		\$236.00			\$236.00	
3	3497	5 (33 7200)	Jobsite	4" IPS Aluminum tube	9/2017	\$470.00		\$470.00			\$470.00	
3	3497	5 (33 7200)	Jobsite	Copper bus plate	9/2017	\$105.00		\$105.00			\$105.00	
3	3497	5 (33 7200)	Jobsite	Substation Yard lights	9/2017	\$496.00		\$496.00			\$496.00	
3	3497	5 (33 7200)	Jobsite	55/3 Wood pole	9/2017	\$4,550.00		\$4,550.00			\$4,550.00	
3	3497	5 (33 7200)	Jobsite	Crossarm, wood, 5"x6"x12'	9/2017	\$185.00		\$185.00			\$185.00	
3	S93582-1	8 (Sheet D1.2)	Jobsite	Resilient Seated Gate Valve	9/2017	\$625.00		\$625.00	9/2017	\$625.00		
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Accessory Kit	9/2017	\$42.00		\$42.00	9/2017	\$42.00		
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Box	9/2017	\$105.00		\$105.00	9/2017	\$105.00		
3	S92870-1	8 (Sheet D1.2)	Jobsite	Stainless Steel Cleanup with Spanner Wrench	9/2017	\$690.00		\$690.00	9/2017	\$690.00		
3	S92864-1	8 (Sheet D1.2)	Jobsite	DWV Pipe Sch. 80	9/2017	\$360.00		\$360.00	9/2017	\$360.00		
3	S92865-1	8 (Sheet D1.2)	Jobsite	DWV Fittings	9/2017	\$172.00		\$172.00	9/2017	\$172.00		
3	992881620	8 (26 0500)	Jobsite	1" Galvanized Rigid Conduit	9/2017	\$178.37		\$178.37			\$178.37	
3	992881620	8 (26 0500)	Jobsite	2" PVC Conduit	8/2017	\$414.57		\$414.57	8/2017	\$414.57		
3	992881620	8 (26 0500)	Jobsite	3" PVC Conduit	8/2017	\$958.55		\$958.55	8/2017	\$958.55		
3	992881620	8 (26 0500)	Jobsite	4" PVC Conduit	8/2017	\$2,695.15		\$2,695.15	8/2017	\$2,695.15		
3	992881620	8 (26 0500)	Jobsite	4" Galvanized Rigid Conduit	9/2017	\$386.76		\$386.76			\$386.76	
3	992881620	9 (33 7200)	Jobsite	Copper Clad Ground Rod	9/2017	\$781.60		\$781.60	9/2017	\$781.60		
4	992855303	9 (33 7200)	Jobsite	Copper Clad Ground Rod	8/2017	\$683.90		\$683.90	8/2017	\$683.90		
3	992855303	8 (26 0500)	Jobsite	2" PVC Expansion Fitting	9/2017	\$132.40		\$132.40			\$132.40	
3	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$1,196.65		\$1,196.65			\$1,196.65	
4	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$888.94		\$888.94			\$888.94	
<b>Totals</b>								<b>\$129,787.63</b>		<b>\$69,812.39</b>	<b>\$59,975.24</b>	

Application Number: 3

Application Date: 10/17/2017

2016 9th Street Substation

09/12/2017 - 10/13/2017

# Stored Material Summary

# Contractor's Application

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



**Stored Material Summary**

**Contractor's Application**

A		B		C		D		E		F		G	
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))		
4	993209451	10 (Sheet C2.0)	Jobsite	12C/#12 THHN Cable	9/2017	\$2,378.38	\$2,378.38	\$2,378.38			\$2,378.38		
4	993209451	10 (Sheet D3.5)	Jobsite	2C/#16 Shielded Cable	9/2017	\$1,115.45	\$1,115.45	\$1,115.45			\$1,115.45		
3	993209451	6 (Sheet D2.3)	Jobsite	#1/0 SD Copper Wire	9/2017	\$73.00	\$73.00	\$73.00			\$73.00		
4	993209451	10 (Sheet D3.5)	Jobsite	Cat 5E Cable	9/2017	\$123.19	\$123.19	\$123.19			\$123.19		
3	992855302	8 (26 0500)	Jobsite	Miscellaneous Conduit Fittings (Invoice Page 1 of 6)	9/2017	\$3,518.61	\$3,518.61	\$3,518.61	10/2017	\$3,518.61	\$285.10		
3	992855302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.	8/2017	\$3,753.18	\$3,753.18	\$3,753.18	8/2017	\$3,753.18	\$285.10		
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$279.22	\$279.22	\$279.22			\$279.22		
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$207.42	\$207.42	\$207.42			\$207.42		
4	992855302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8	9/2017	\$204.00	\$204.00	\$204.00			\$204.00		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$163.20	\$163.20	\$163.20			\$163.20		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$478.66	\$478.66	\$478.66			\$478.66		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable	9/2017	\$231.12	\$231.12	\$231.12			\$231.12		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable	9/2017	\$346.68	\$346.68	\$346.68			\$346.68		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20			\$62.20		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20			\$62.20		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80			\$111.80		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80			\$111.80		
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$51.10	\$51.10	\$51.10			\$51.10		
4	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$37.96	\$37.96	\$37.96			\$37.96		
3	992855302	9 (33 7200)	Jobsite	Tower ground clamp	9/2017	\$429.00	\$429.00	\$429.00	10/2017	\$343.00	\$86.00		
3	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$100.98	\$100.98	\$100.98			\$100.98		
4	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$403.92	\$403.92	\$403.92			\$403.92		
3	992855302	9 (33 7200)	Jobsite	Arrestor Grounding Terminal	9/2017	\$53.22	\$53.22	\$53.22			\$53.22		
3	992855302	9 (33 7200)	Jobsite	1/0 Grounding Lug	9/2017	\$15.90	\$15.90	\$15.90			\$15.90		
3	992855302	9 (Sheet C2.2)	Jobsite	#4 Bare Copper Wire	9/2017	\$45.56	\$45.56	\$45.56			\$45.56		
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	9/2017	\$336.90	\$336.90	\$336.90	9/2017	\$336.90			
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	8/2017	\$224.60	\$224.60	\$224.60	8/2017	\$224.60			
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	9/2017	\$778.00	\$778.00	\$778.00	9/2017	\$778.00			
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	8/2017	\$778.00	\$778.00	\$778.00	8/2017	\$778.00			
3	992855302	10 (Sheet E2.0)	Jobsite	Meter Socket	9/2017	\$82.61	\$82.61	\$82.61			\$82.61		
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#8 THHN Cable	9/2017	\$205.41	\$205.41	\$205.41			\$205.41		
3	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66			\$75.66		
4	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66			\$75.66		
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#10 THHN Cable	9/2017	\$513.52	\$513.52	\$513.52			\$513.52		
<b>Totals</b>								<b>\$18,909.86</b>		<b>\$9,732.29</b>	<b>\$9,177.57</b>		

Application Number: 3

Application Date: 10/17/2017

2016 9th Street Substation

09/12/2017 - 10/13/2017



# Contractor's Application for Payment No. 6 (FINAL)

Application Period: 9/22/2017 From: City of Osawatimic, Kansas (Contractor): Contract: 7th Street Substation - Phase IV Switchgear Addition Owner's Contract No.:	Application Date: 10/23/2017 Via (Engineer): JEO Consulting Group, Inc. Contract: 7th Street Substation - Phase IV Switchgear Addition Engineer's Project No.: 141554
---	--

### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
1	\$585.00	
2	\$31,092.00	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$31,677.00

1. ORIGINAL CONTRACT PRICE..... \$ 5182,761.00
2. Net change by Change Orders..... \$ 31,677.00
3. Current Contract Price (Line 1 ± 2)..... \$ 214,438.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ 214,438.00
5. RETAINAGE:
  - a.  \$214,438.00 Work Completed..... \$
  - b.  Stored Material..... \$
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 214,438.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 209,096.00
8. AMOUNT DUE THIS APPLICATION..... \$ 5,342.00
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$

**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:	Date: 10/23/17
-----------------------	----------------

Payment of:	\$ 5,342.00	(Line 8 or other - attach explanation of the other amount)
is recommended by:		10-23-17 (Date)
Payment of:	\$ 5,342.00	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
Approved by:	_____	(Date)

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract):		7th Street Substation - Phase IV Switchgear Addition				Application Number: 6 (FINAL)							
Application Period:		9/22/2017				Application Date: 10/23/2017							
A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value (\$)		Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	%	Balance to Finish (B - F)				
		B	C	From Previous Application (C+D)	This Period								
33.75.00	7 <sup>th</sup> Street Substation Switchgear Addition to include: (3) Eaton/Cutler Hammer power module sections; (3) Eaton/Cutler Hammer 1200 amp circuit breakers; (3) front doors; (3) rear extensions; (3) SEL-351 relays; (3) breaker control switches, mounted in front door; (9) GE ET-16 indicating lights, mounted in front door (3) red, green, white); (3) test switches, mounted in front door; (3) multi-function meters, mounted in front door; all necessary terminal blocks, fuse blocks, & switchboard wire; Spare parts – (6) LED indicating lamps for each color of installed light and (6) 120/240 V fuses for each installed secondary fuse; switchgear delivery to job site, placed in building & bolted to existing switchgear	\$182,761.00	\$182,761.00	\$182,761.00			\$182,761.00	100.0%					
	Change Order No. 1	\$585.00		\$585.00			\$585.00	100.0%					
	Change Order No. 2 - Generator revenue grade meters	\$31,092.00		\$25,750.00	\$5,342.00		\$31,092.00	100.0%					
<b>Totals</b>		<b>\$214,438.00</b>		<b>\$209,096.00</b>	<b>\$5,342.00</b>		<b>\$214,438.00</b>						

# Mid-States Energy Works, Inc.

618 N Santa Fe  
 PO Box 1098  
 Salina, KS 67401  
 785-827-3631

## Invoice

Bill To
City of Osawatomeie PO Box 37 Osawatomeie, KS 66064

Ship To

P.O. No.	Terms	Date	Ship Date	Ship Via	Invoice #	S.O.#
	Net 30	9/22/2017	9/22/2017		4925	1831
Quantity	Item Code	Description	U/M	Price Each	Amount	
	Quoted Project	Quoted Project - Final Billing for Installation of Generator Metering		5,342.00	5,342.00	
		Sales Tax		9.00%	0.00	
Thank you for your business.				<b>Total</b>	\$5,342.00	

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: City of Osawatomie, Kansas	Owner's Contract No.:
Contractor: Mid-States Energy Works, Inc.	Contractor's Project No.: 1719
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 141554
Project: 7 <sup>th</sup> Street Substation – Phase IV Switchgear Addition	Contract Name:

**This final Certificate of Substantial Completion applies to:**

- All Work
- The following specified portions of the Work: Furnish and install revenue grade metering for the three generators at the 7<sup>TH</sup> Street Substation.

October 23, 2017

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: <u>Matt E. Kalva</u> (Authorized signature)	By: _____ Owner (Authorized Signature)	By: <u>Mike Schmasler</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>PRESIDENT</u>
Date: <u>10-23-17</u>	Date: _____	Date: <u>10/23/17</u>



**In reference to:**  
Sections 2-101 and 2-102 of the  
Osawatomie City Ordinances

# 3709 CITY ORDINANCES

Keeping Animals Within City Limits

Dear City Council Members,

I would first like to thank you all for setting aside this time to review my proposal. It was recently brought to my attention by an officer of the Town's Police Department that it is against Osawatomie's City Code to keep or own a miniature pet pig within city limits. As a fairly new resident of this town and as an owner of a small pet pig, hearing this news was extremely heartbreaking.

This unfortunate event is what has lead me to prepare this formal request to allow domesticated miniature pigs within the city as pets. I have put together this packet which includes a little information about myself, factual and statistical information regarding miniature pigs, and examples of existing animal ordinances in neighboring cities within Kansas and Missouri allowing mini pigs to be kept as pets. My hope is that by presenting this data to you, it will help shed some light on common concerns and misconceptions that people generally have about pigs, and that the governing body will take these facts and supporting documents in to serious consideration when making a final decision.



# My Family

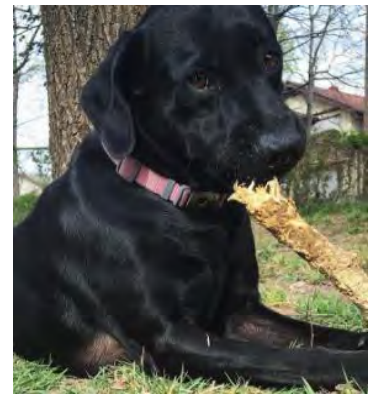
My name is Morgan Johnson; I am 22 years old. I grew up in Kansas City Missouri and graduated from Park Hill High School as an early graduate in 2012. I now work for Performance Contracting Group, as an IT support technician.



I have two dogs. Charlie age 3 and Althea age 4. I have had them both since they were puppies and as I mentioned before, I also have a pet miniature pig. Her name is Esther and she is age 2. I can easily say that these three mean everything and more to me.

I had previously been living in downtown Kansas City. As I am sure you can probably imagine, it was not the most desirable location to live

with three animals. When my lease was up I decided to start looking at purchasing a home away from the city. After months of looking I found the perfect home, here in Osawatomie KS. As soon as I arrived to view the property, I was immediately in love with its old time charm and authenticity. Soon after the closing day we moved out here.



Everything had been great up until this month. In the beginning of September, I was given a citation for



unlawful possession of my mini pig within city limits. This is ultimately my fault for not doing my homework on the City's animal laws before moving... But I will fight to have this ordinance changed so that my family can be together again. Esther is currently staying with my parents and I visit on the weekends. The dogs and I miss her very much, our house is not the same without her.



# Animal Control Information from Cities Neighboring Osawatomie

## Olathe KS

- 120 Reported cat/dog bites in the last year
- 1 Reported incident of mini pig at large zero attacks/bites

## Overland Park KS

- 60 reported cat/dog bites
- 1 Reported pig at large and zero attacks/bites

## Shawnee KS

- Not many reported cat/dog bites
- 1 Reported pig at large zero attacks/bites

## Lawrence KS

- Reported cat/dog bites
- 0 Reported pig attacks/bites

## Kansas City Mo

- Reported cat/dog bites in the last year
- 0 Reported pig attacks/bites

## Grandview MO

- 25 calls reporting aggressive dog barking and aggressive dog behavior
- 1 Reported issue with a full sized feeding pig
- No Reported issues with miniature pigs

This is a list of SOME (not all) of the cities within the States of Kansas and Missouri that have made changes to better define their animal and livestock ordinances. More and more cities all across the U.S. have stopped categorizing these small domesticated animals as livestock, and have made amendments to allow them to be kept as household pets

# The Facts of Owning Pigs as Pets

Written by: The American Mini Pig Association

Mini pigs have unfairly been excluded from city zoning ordinances across the United States. Most of these laws were put into place before the era of the pet mini pigs. The laws in place are often referring to livestock, as large hogs raised for meat purposes. Please consider the following to amend your local ordinance to allow pet mini pigs to live with their devoted families. There is no reason these pets should be excluded or singled out. Mini pigs offer a variety of benefits and challenges for their owners just as all other pets do. To learn more about mini pigs as pets please visit [www.americanminipigassociation.com](http://www.americanminipigassociation.com) or contact the American Mini Pig Association directly at [info@americanminipigassociation.com](mailto:info@americanminipigassociation.com). We would be glad to answer any questions you or your city council members might have.

## **Myth: Pigs are not pets**

We beg to differ! Pigs have been pets since the 1980s. A rapidly growing number of owners across the United States, Canada, and beyond, claim their dedication to pet mini pigs. The numbers continue to spike as more families fall in love with the charms and challenges of these unique pets. Follow the American Mini Pig Association on Facebook or view the massive educational website dedicated to mini pigs as family pets. The American Mini Pig advocates for responsible owner, breeder, rescue, and veterinary practices. Mini pigs are being registered as pets through the official AMPA registry. Resource: [www.americanminipigassociation.com](http://www.americanminipigassociation.com)

## **Myth: Pigs will make us sick**

Pet pigs present a very low zoonotic risk to humans. You are far more likely to get sick from your child's classmates or a stranger at the grocery store than from a pet pig. Pigs living as pets are not exposed to the conditions and diseases of commercial farm hogs. The CDC states: "Almost all influenza cases in humans are caused by human flu viruses, not viruses from swine." and "At this time, there are three main flu viruses that circulate in U.S. pigs: H1N1, H1N2 and H3N2. These viruses do not usually infect people and are genetically different from the H1N1 and H3N2 viruses that commonly circulate in people." According to the North Carolina Swine Veterinary Group, even on commercial pig farms, people are more at risk from mechanical or electrical injury than microorganisms. To further protect against zoonotic

diseases, mini pigs should be vaccinated yearly against erysipelas and regularly dewormed with Ivermectin to prevent mange mites as recommended by the Merck Veterinary Manual. This is similar to the vaccine and parasite control routine that is standard for dogs, cats, and other pets. Some cities require a rabies vaccine in pet pigs as an added precaution. Resources” [www.cdc.org](http://www.cdc.org) [www.ncsu.edu](http://www.ncsu.edu)

### **Myth: Pigs are HUGE!**

Mini pigs average in height from 12 to 18 inches tall at maturity. They are short and heavy. They are very similar in height to English Bulldogs or Cocker Spaniels. Mini pigs average 50-150 lbs in weight when full grown, very similar in weight to medium to large dogs but the pigs are much shorter in height than a dog with similar weight. A 70 pound mini pig will take up less space on the couch than his 70 pound Labrador Retriever brother! Comparing pigs and dogs: Mini Pigs 12 to 18 inches average 50 to 150 pounds average English Mastiff dog 30 inches MINIMUM according to the Mastiff Club 343 pounds on record Newfoundland dog 36 inches tall on record 260 pounds on record Great Dane dog 44 inches tall on record 230 pounds on record Neapolitan Mastiff dog 31 inches according to AKC Breed Standard 200 pounds according to Dog Breed Info Irish Wolfhound dog 34 inches according to AKC Breed Standard 120+ pounds according to AKC Breed Standard Saint Bernard 35 inches inches according to Dog Guide 357 pounds on record While no one can guarantee the size of any animal, choosing an AMPA Registered Breeder will ensure pet owners are not deceived. These breeders have been pre-screened, proven measurements of the breeding pigs, and signed a Code of Ethics to ensure happy, healthy, socialized mini pigs. Resources: [www.AMPAbreeders.com](http://www.AMPAbreeders.com) [www.americanminipigassociation.com](http://www.americanminipigassociation.com) [www.akc.org](http://www.akc.org) [www.guinnessworldrecords.com](http://www.guinnessworldrecords.com) [www.ibtimes.com](http://www.ibtimes.com) [www.dogbreedinfo.com](http://www.dogbreedinfo.com) [www.dogguide.net](http://www.dogguide.net) [www.mcoamastiff.com](http://www.mcoamastiff.com) [www.thehydrantblog.com](http://www.thehydrantblog.com) [www.worldrecordacademy.com](http://www.worldrecordacademy.com)

### **Myth: All pigs are the same,**

pigs Pigs come in a variety of shapes and sizes, bred for different purposes. There are three distinctions of pigs: pets, livestock, and medical research. Pet Mini Pigs are a miniature size of pig as recognized and registered by the American Mini Pig Association. These pigs are usually mixed with several breeds Juliana, Gottengin/Guttengin, African Pygmy, Yucatan Micro, Swedish White, and various mixes of these breeds. It is very rare to find a purebred Vietnamese potbellied pig. Instead, today’s pet pigs are mixed breeds or “mutts” often referred to as American Mini Pigs. Mini pigs average in height from 12 to 18 inches and 50 to 150 pounds at maturity when they are 5 years old. Mini pigs are bred and sold as pets.

Breeders focus on temperament, personality, size, and structural soundness avoiding genetic faults or aggression. These pigs are often used as Therapy Animals in hospitals, nursing homes and schools and as Emotional Support Animals (ESA) due to their intelligence and bonds with their owners/families. The purpose of these animals is to be family companions as pets. Livestock are defined by Merriam-Webster as farm animals kept for use and profit. Pigs in terms of livestock are often referring to as "farm hogs" or "full size hogs". Common livestock breeds of swine are Landrace, Yorkshire, Berkshire, Tamworth, Red Wattle, Large Black, Large White, Mulefoot, Duroc, and Old Spot. These animals are raised as a food source on a small or large scale, both at farms and commercial facilities. Livestock farm hogs will typically grow in excess of 700-1,000 pounds when allowed to mature. However, the vast majority of farm hogs are slaughtered by the time they reach 250 pounds around 6 months of age. The purpose of these animals is financial profit through food production. Medical research has long used swine in laboratories for medical advances to benefit human health care. According to the American College of Veterinary Pathologists, the most common miniature breeds available in the United States are the Hanford, Yucatan, Yucatan micro, Sinclair, and Göttingen (from largest to smallest). Swine have been an integral part of surgical training, pharmaceuticals and medicine development, testing the safety of medications, toxicology testing, organ transplantation, bioprosthetic organs, cardiovascular research, wound healing, burn victim treatments, and regenerative medicine. Swine have also been used in studies involving ulcers, cancers, diabetes, and alcoholism. Swine involved in medical research are bred, born, and raised in closed facilities that are highly regulated for genetic background and disease control. Resources: American College of Veterinary Pathology Gottingen Mini Pigs National Anti-Vivisection Society [www.americanminipigassociation.com](http://www.americanminipigassociation.com) [www.merriam-webster.com](http://www.merriam-webster.com) [www.vet.sagepub.com](http://www.vet.sagepub.com) [www.thepigsite.com](http://www.thepigsite.com) [www.minipigs.dk](http://www.minipigs.dk) [www.navs.org](http://www.navs.org)

### **Myth: Pigs are noisy**

Pigs are animals and do make noise as they communicate, just as all animals and humans do. A well cared for pet pig will not cause any disruption to the neighborhood. Many pet pigs live happily in their home or in their yard with only soft grunting and quiet communications of contentment. If you're lucky you'll hear an oof oof or a funny bark if they get excited that sounds a lot like a dog! High volume obnoxious sounds are more connected to commercial farm settings with many, many large animals similar to a dog kennel or shelter. This is a completely different scenario than a single pet mini pig or single pet dog. A pet mini pig does not face the same challenges as a large scale commercial farm. The noise of a pig can be compared to the noise of a dog, in that typically they are very quiet, but can raise their voice when they are hurt, scared, or lonely, and each is an individual with its own personality. Some dogs are very quiet

and some are a regular nuisance to their neighbors. A pig's most extreme squeal can reach 110 decibels, which is a very short burst of panic noise. Similarly, a dog kennel of barking dogs can reach 100-108 decibels of nonstop barking, as referenced by Perdue. Some things commonly heard in a neighborhood that are louder than a pig's brief squeal are circular saw, chain saw, and firecrackers. Resources: [www.pijac.org](http://www.pijac.org) [www.progressiveag.org](http://www.progressiveag.org)

### **Myth: Pigs stink and create too much waste**

Mini pigs have no body odor when they are spayed and neutered. They have very few functioning sweat glands, instead relying on water or mud to cool them off. Most pet pigs enjoy a nice roll in a kiddie pool! That is, when they aren't snoozing in front of the TV. Intact boars (males that have not been neutered) do have a musky odor that is used to attract females. The American Mini Pig Association recommends all pet pigs be spayed or neutered before 6 months of age. A neutered pet pig will not have the odor of a boar. All pets create waste, but pigs create fertilizer! Pig's manure can be composted to feed the garden. Swine manure contains several essential plant nutrients giving a higher crop yield than inorganic fertilizers. All pet waste should be managed by owners. For pigs, picking up regularly and disposing of the waste or composting, there is no smell or odor. Resources: [www.sagepub.com](http://www.sagepub.com)  
[www.americanminipigassociation.com](http://www.americanminipigassociation.com)

### **Myth: Pigs are dangerous**

Pigs are affectionate, intelligent, excellent communicators, and very much loved as family pets across the world. There is no reason to fear them. These small pigs are very similar in size to a bulldog. If a male mini pig grows tusks past the lip line, these can be easily trimmed by a veterinarian as described by the Merck Veterinary Manual. Statistics vary by locality, but residents are far more likely to be bitten by a dog or cat in the neighborhood than a pet pig. To reduce any concern, zoning regulations may include requirements for pet pigs to be spayed, neutered, microchipped with a permanent identification, vaccinated against rabies, and contained in a fence or on a leash. Resources: [www.merckvetmanual.com](http://www.merckvetmanual.com)

Myth: Property values will decrease There is absolutely no evidence that property values will decrease by having a pet pig in the community. On the contrary, mini pigs tend to bring a lot of positive attention, sometimes even media coverage! These special pets are opening the eyes of people everywhere. Local mini pigs often become celebrities in their own neighborhoods towns. They bring a certain joy to the

community that no other pet does. Resources: [www.americanminipigassociation.com/blog](http://www.americanminipigassociation.com/blog) click Mini Pig Heroes

### **Myth: Pigs are fed garbage or waste scraps**

Mini pigs are considered family pets with all the comforts and care that other family pets are given, including top notch nutrition and sanitary care. Mazuri and other companies have formulated a complete pelleted diet to meet the specific needs of mini pigs. In addition to their pellets, mini pigs often enjoy a daily salad of fruits and vegetables along with a few healthy snacks or treats such as popcorn, cheerios, or raisins. Mini pigs should NEVER be fed garbage or waste scraps. While this \*may\* be the case with some farmers that raise large hogs for slaughter, they do this to grow the hog to market size as cost effectively as possible. Mini pig families are not raising pigs to slaughter and they are not looking to cut cost. Pet pigs are family and often claimed to “eat better” than their humans! Many pet pig owners go to great lengths to feed their pigs a fresh assortment of organic vegetables and whole, fresh foods. Learn more about Mazuri mini pig food. Resources: [www.americanminipigassociation.com](http://www.americanminipigassociation.com) [www.mazuri.com](http://www.mazuri.com)

### **Myth: Pigs cannot live indoors**

Mini pigs are very happy to live indoor/outdoor just like the family dog, as stated by the Merck Veterinary Manual. If pigs are housed outside, they should be given proper fencing and protection from the elements as addressed in the American Mini Pig Association Owner Code of Ethics. Mini pigs can be trained to use a litter box like a cat, or to go outside into the yard to use the bathroom just like the family’s dog. Read more about potty training pet pigs. Resources: [www.americanminipigassociation.com](http://www.americanminipigassociation.com) [www.merckvetmanual.com](http://www.merckvetmanual.com)

# Ordinances in Cities Surrounding Osawatomie that Pertain to Keeping Pigs Within City Their Limits

- **Kansas City, Missouri** [https://www.municode.com/library/mo/kansas\\_city/codes](https://www.municode.com/library/mo/kansas_city/codes)

Sec. 14-13. - Vietnamese potbellied pigs. Modified Domesticated Vietnamese potbellied pigs may be kept in residentially zoned areas of the city provided that the owner must be able to produce certifications from a veterinarian that such animals are potbellied pigs and not another breed of pig. (Code of Gen. Ords. 1967, § 6.12.1; No. 911488, 12-11-91; Ord. No. 951372, § 1, 11-9-95; Ord. No. 150493, § 1, 7-2-15)

- **Wichita, Kansas**

Sec. 6.04.172. - Swine and goat maintenance. (a) Except as provided in subsection (b) of this section, it is unlawful for any person to keep or maintain any swine or male goats within the corporate limits of the city, except for stockyards or packing house operations, special scientific operations in industrial areas or activities in conjunction with livestock shows. Other industrial or agricultural maintenance of swine may be approved, if the industrial or agricultural premises is located five hundred or more feet from any residentially zoned lot as defined by the Unified Zoning Code. This distance requirement may be waived by the Chief of Police or designee. (b) Registered purebred miniature Vietnamese potbelly pigs and other similar registered purebred miniature pigs may be kept within the city limits, subject to the conditions stated in subsections (c) and (d) of this section. (c) It is unlawful for any person to maintain a registered purebred miniature pig which: (1) Weighs more than 80 pounds; (2) Is not spayed or neutered upon reaching maturity; (3) Has not undergone a blood test to show the animal is free from pseudo rabies; or (4) Is maintained as a food source. (d) It is unlawful for any person to: (1) Keep a registered purebred miniature pig without a current animal maintenance permit as required by section 6.04.157 of the Code of the City of Wichita; (2) Maintain more than one registered purebred miniature pig on any licensed premises.



(Ord. No. 48-300, § 24, 3-24-09, eff. 7-1-09; Ord. No. 49-010, § 25, 5-24-2011; Ord. No. 49010(Corr. Copy), § 25, 7-11-2011) Anglet

- **Lawrence, Kansas**

amends city ordinance to allow pet pigs <http://www2.ljworld.com/news/2012/jan/18/some-pigs-city-allows-potbellied-swines-pets/>

7-1-5

ANIMALS

7-1-5

Section 7-1-5 Pot-Bellied Pigs

A. Notwithstanding section 7-1-4 above, a person may maintain not more than two pot-bellied pigs on residentially zoned property as pets if: (a) they are registered purebred miniature Vietnamese pot-bellied pigs or other similar purebred miniature pot-bellied pigs that are registered with the North American Pot-Bellied Pig Association; (b) they are not being kept for commercial breeding purposes.

B. All of the provisions of Article 7-1 as applicable for dogs and cats concerning licensing, tags, vaccination, running at large, impoundment, and biting shall be applicable to any pot-bellied pigs maintained within the City.\*

# Council says boy's pig can stay

**Neighbors signed petition for pot-belly.**

By CHRISTI L. GIPSON  
Staff Writer

Trey Hornbeck will get to keep Harry.

The Leawood City Council Monday night approved the 8-year-old boy's request to keep his Vietnamese pot-bellied pig.

Trey, who will be a third-grader at Corinth Elementary, presented pictures, a petition and veterinarian records to the council. The petition stated that many of the Hornbecks' neighbors did not object to having Harry in their neighborhood.

Harry is nearly one year old and is expected to stay under 80 or 90 pounds. Hornbeck said he liked animals and has had a number of them, including two dogs, frogs, fish, crabs, an iguana and a tarantula.

A permit was required to have the pet.

Hornbeck didn't say much during the process but nodded



Trey Hornbeck holds Harry, his Vietnamese pot-bellied pig, while the boy's father, Richard Hornbeck, looks on.

in agreement when council members asked questions. He nodded that Harry had been vaccinated and was house-trained.

"I wish all pet owners were as conscientious," said council member Ron LaHue.

The permit was approved unanimously.



## American Mini Pig Rescue Advocates

Dear Sir/Ma'am,

I am writing today to ask your city to consider an amendment to your animal zoning ordinances to allow pet mini pigs to live with their families.

The American Mini Pig Rescue Advocates is a 501c3 nonprofit organization dedicated to protecting and advocating for pet mini pigs. Unfortunately, there has been a huge increase of pet pigs losing their homes due to outdated zoning ordinances. We ask you to join the many cities across the nation that have updated these ordinances to reflect the pet market of today while reducing unnecessary displacement and abandonment of pet mini pigs.

Many city ordinances across the nation were written prior to 1986 when Vietnamese Potbelly Pigs were first sold into the pet market in the United States. These original potbelly pigs averaged 250 pounds which were comparatively miniature to the 600-1,500 pound domestic swine that are raised as livestock. Today's mini pigs, as recognized and registered by the American Mini Pig Association, are a mix of several smaller breeds. These mixed mini pigs are referred to as American Mini Pigs, averaging 12-18 inches in height and 50 to 150 lbs. at maturity. These pet pigs have different temperament, genetics, size, and purpose from the large commercial farm pigs. American Mini Pigs are housed as pet animals, just like a dog or cat. They receive the same standard of veterinary care, training, healthy foods, and comfortable accommodations. Mini pigs often accompany their families on vacations or shopping trips.

If your city has any questions or concerns regarding allowing mini pigs as pets in your zoning ordinances, please contact us. We would be glad to help dispel the many myths and misconceptions of these wonderful pets.

Thank you for your consideration,

Stephanie Matlock

American Mini Pig Rescue, President

[RescueAdvocates@AmericanMiniPigRescue.com](mailto:RescueAdvocates@AmericanMiniPigRescue.com)

#### References:

<http://www.ansi.okstate.edu/breeds/swine/vietnamesepotbelly> [www.americanminipigassociation.com](http://www.americanminipigassociation.com)

and [www.americanminipigrescue.com](http://www.americanminipigrescue.com)

## **FEDERAL DEFINITIONS**

-U.S. Code Title 7 § 8302 states “The term “livestock” means all farm-raised animals.” -Title 9 of the Code of Federal Regulations defines:

“*Farm animal* means any domestic species of cattle, sheep, swine, goats, llamas, or horses, which are normally and have historically, been kept and raised on farms in the United States, and used or intended for use as food or fiber, or for improving animal nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber. This term also includes animals such as rabbits, mink, and chinchilla, when they are used solely for purposes of meat or fur, and animals such as horses and llamas when used solely as work and pack animals.”

“*Pet animal* means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, and hamsters. This term excludes exotic animals and wild animals.”

“*Exotic animal* means any animal not identified in the definition of “animal” provided in this part that is native to a foreign country or of foreign origin or character, is not native to the United States, or was introduced from abroad.

This term specifically includes animals such as, but not limited to, lions, tigers, leopards, elephants, camels, antelope, anteaters, kangaroos, and water buffalo, and species of foreign domestic cattle, such as Ankole, Gayal, and Yak.”

“*Wild animal* means any animal which is now or historically has been found in the wild, or in the wild state, within the boundaries of the United States, its territories, or possessions. This term includes, but is not limited to, animals such as: Deer, skunk, opossum, raccoon, mink, armadillo, coyote, squirrel, fox, wolf.

\*\**Wild state* means living in its original, natural condition; not domesticated.

“*Retail pet store* means a place of business or residence at which the seller, buyer, and the animal available for sale are physically present so that every buyer may personally observe the animal prior to purchasing and/or taking custody of that animal after purchase, and where only the following animals are sold or offered for sale, at retail, for use as pets: Dogs, cats, rabbits, guinea pigs, hamsters, gerbils, rats, mice, gophers, chinchillas, domestic ferrets, domestic farm animals, birds, and coldblooded species.”

-USDA Animal Welfare Act & Animal Welfare Regulations defines same as Code of Federal Regulations

# CITY OF OSAWATOMIE



---

## MEMORANDUM

**DATE:** October 18, 2017

**TO:** Don Cawby

**FROM:** Ted Bartlett

**RE:** **Miniature Pigs**

I have done some research and spoken with several people regarding the keeping of Pot Bellied or Miniature pigs, including reviewing Morgan Johnson's letter to the council in regards to this issue. I checked most, but not all, of the cities, Ms. Johnson refers to and found all of her information to be correct. In my conversations with the communities that allow potbellied pigs, I did not ask for numbers in regards to complaints about potbellied pigs vs. dogs and cats. The myths she lists are directly off of the website she refers to in the letter and all of the other internet resources I checked all seem to agree with the information contained in Johnson's letter to the Council. I did check with several communities in our area and found it odd that most, like us, do not allow the keeping of potbellied pigs. All of the surrounding communities I checked with define them as swine, same as we do, and therefore are considered livestock.

It is worth noting most traditional livestock or farm animals have a miniature version and there are multiple organizations and websites dedicated to the keeping and caring for them. I mention this only for you to realize, in time, someone else may come forward with a request for you to consider the keeping of miniature horses and or cows.

I checked with our local veterinarian, Dr. Nicki Boss, who is the vet for the Osawatomie Pound. She grew up in rural Missouri and said she personally has had pets of all kinds. She does like the miniature pigs as pets and believes they make great pets and in her opinion if kept right are no more of a nuisance than cats or dogs. She said that every pig breed is swine and therefore should be defined as livestock. She also mentioned that people are keeping all types of traditional farm animals as pets in the miniature version, but no matter what you call it, they are still livestock. Dr. Boss said that while miniature or potbellied pigs are a different breed, they do have distinguishable features from the traditional pig. She had many suggestions to consider if the Council decided to allow them:

1. Special license with annual and complaint inspections.
2. Treat them like cats and dogs.
3. A size or weight restriction.
4. Include them in the keeping restriction of a number of animals allowed (5 total dogs and cats) and license and register them as we do dogs and cats.

Concerning her suggestions, the only suggestion I have an issue with is the size/weight restriction. In my opinion, I don't feel that neither I nor most of our officers are prepared to judge the weight of any breed of pig. If a weight restriction would be required then I would suggest that we require this at the time of annual license something from a veterinarian showing the weight of the animal. Dr. Boss said that she would be able to house any miniature up to 100lbs.

I also checked with the Kansas Department of Agriculture, Animal Facilities Inspection, and Division of Animal Health the agency that licenses our pound. According to Jeff Jones, Program Manager we are licensed to house cats and dogs. Jones did say that if he were to inspect our pound and we had a miniature pig housed, he would not consider us in violation, as long as it did not cause any "undue stress" to any animal in the pound. We discussed the subjective language quite a bit of what constitutes "undue stress." By the pound's very nature, one could argue that any animal is caused stress. Jones said he felt that the inspectors do a good and are reasonable with the enforcement of this. I would agree that over the years, the inspectors I have dealt with look for signs that would indicate "undue stress" vs "stress". Jones said that the State of Kansas defines any pig breed as swine and livestock. Jones said that because of this any miniature pig or any miniature of any kind would have to be treated as livestock when they are picked up "at large". I have included below the statutes that Jones sent to me regarding taking up strays.

The concern I have is where do we house these animals so that we do not cause them or other animals "undue stress"? Because they are considered livestock by the state of Kansas, when they are picked up the animal must be held for at least 21 days and the city must publish a notice at least 7 days prior to the sale of the animal. I would be thrilled if all owners were as responsible as Morgan Johnson appears to be, but the truth is they are not.

I just finished cleaning the pound and as of right now, October 18, 2017, at approx. 3:20 pm the pound has 14 dogs, 9 cats and 7 kittens at the pound. Only two cats at the pound are owner known and will be reclaimed, hopefully, others will be but this is all I know for sure. I had to euthanize two dogs yesterday that were not adoptable due to temperament. I do not think I could keep any miniature pig at the pound without causing "undue stress". We also hold for the City of Paola, Miami County, and Fontana and for Kansas Department of Wildlife and Parks (Hillsdale Lake). Our rescue groups struggle not to find placement of these animals and do an amazing job. We will end up dealing with any miniature allowed as a stray eventually.

I did check with Olive's Hope, the rescue group that coordinates all of the Osawatomie Pounds rescue efforts. Olive's Hope does know of rescues for miniatures and that the Louisburg animal clinic can house them.

**K.S.A. 47-229. Definitions.** *As used in this act: (a) "Domestic animals," shall include all domestic animals except dogs and cats.*

*(b) "Stray" or "strays" shall mean any domestic animal which is found running at large, contrary to law, or which may be found in any enclosure other than that of its ownership, and whose owner is not known in the community or whose owner cannot be found.*

**History:** *L. 1945, ch. 226, § 1; June 28.*

**K.S.A. 47-230. Taking up stray; notice, requirements; record of ownership and animal released, when; costs.** *(a) Any person may take up any stray found upon such person's premises or upon any public thoroughfare adjoining thereto. Within 24 hours after taking up the stray, such person shall report the taking up to the sheriff of the county in which the stray is taken up. The report shall include a description of the stray, including the type of animal, color, weight, size, sex, age, marks, brands or other distinguishing features, the place where the animal is kept and the address of such person who took up the stray. The sheriff shall then notify the state animal health commissioner and the owners of all registered brands found on the stray. If the sheriff and the animal health commissioner, or the commissioner's duly authorized representatives find and establish the owner of the stray, a record to that effect shall be kept. (b) Subject to the agreement of both the sheriff and the animal health commissioner, or the commissioner's duly authorized representative, the stray shall be released to the established owner upon payment of:*

*(1) All costs accrued in the stray proceeding, including the cost for any damage which the stray may have caused while in the sheriff's control; and*

*(2) reasonable compensation to the person taking up the stray for the costs of keeping and feeding such stray, including the cost for any damage which the stray may have caused.*

**History:** *L. 1945, ch. 226, § 2; L. 1947, ch. 297, § 1; L. 1951, ch. 310, § 1; L. 1965, ch. 329, § 1; L. 1970, ch. 205, § 1; July 1; L. 2012, ch. 140, § 9; July 1.*

**K.S.A. 47-238. Same; advertising stray by sheriff; delivery of stray to market; sale; conditions.** *After the sheriff has received notice of the taking up of any stray, and the ownership not having been established, the sheriff shall advertise such stray in the area where taken up, and shall cause the stray to be delivered to a public livestock market and shall sell or cause such stray to be sold at such a market, to the highest bidder for cash. Such advertisement shall be at least seven days before sale date, and such sale date shall be at least 21 days after the date the stray was reported to the sheriff.*

**History:** *L. 1970, ch. 205, § 2; July 1; L. 2012, ch. 125, § 7; July 1.*

**K.S.A. 47-239. Same; publication notice for sale; contents; disposition of proceeds of sale; special stray fund; establishing of ownership within six months of sale.** (a) *The notice for the sale of the stray shall be published for one issue in a publication or publications having general circulation in the area where such stray was taken up. Such notice shall describe the stray by stating the kind of animal, sex, age and brands. The notice shall not contain any statement as to the color of the stray or as to any marks or other distinguishing features and it shall not contain the name or address of the person who took up such stray. Out of the proceeds from the sale of such stray, the sheriff shall pay the person who took up such stray, reasonable compensation for keeping and feeding the stray. The sheriff also shall pay all costs of the stray proceedings. Any proceeds remaining in the hands of the sheriff after payment of feeding and sale costs, shall be paid by the sheriff to the treasurer of the county in which the stray was taken up. Such funds shall be placed by the county treasurer in a special stray fund.*

(b) *At any time prior to the expiration to six months following the date of such deposit with the county treasurer, a claimant may appear before the sheriff and submit evidence of ownership of such stray. If such evidence is acceptable and satisfactory to the sheriff and to the state animal health commissioner or the commissioner's authorized representative, for purpose of establishing ownership of such stray, the sheriff shall direct the county treasurer to disburse the remainder of the proceeds from the sale of such stray to the claimant.*

(c) *Upon the expiration of a period of six months following the receipt of deposit of proceeds from the sale of any stray, without any such directive having been received from the sheriff, the county treasurer shall pay the remaining proceeds to the animal health commissioner to be remitted, deposited and credited as provided by K.S.A. 47-417a, and amendments thereto.*

**History:** L. 1970, ch. 205, § 3; L. 1973, ch. 2, § 17; July 1; L. 2012, ch. 140, § 10; July 1.



# CITY OF OSAWATOMIE



---

## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** October 25, 2017

**AGENDA ITEM:** **Change Order for Auditorium Project**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Pay Application No. 2 for MTS on the Auditorium project reflects a change order of \$27,000. The amount reflects the City running the brick billing through MTS instead of paying directly. MTS is merely passing the bills through to the City. However, since the payment is going to MTS and not the brick provider, the change order needs to be made.

**COUNCIL ACTION NEEDED:** Review and take action on the proposed Change Order No. 1 for MTS on the Auditorium Project.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends the following motion: **Move to approve Change Order No. 1 as presented.**



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:**  
City of Osawatomie  
439 Main St.  
PO Box 37  
Osawatomie, KS 66064

**PROJECT:**  
Auditorium Brick & Stone Repair  
439 Main St.  
Osawatomie, KS 66064  
**VIA ARCHITECT:**

**APPLICATION NO:** 2  
**PERIOD TO:** 9/30/2017  
**CONTRACT FOR:** Auditorium Brick & Stone Repair  
**CONTRACT DATE:** 6/8/2017  
**PROJECT NOS:** /  
**INVOICE NO:** 17-1405B

**Distribution to:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**FROM CONTRACTOR:**  
MTS Contracting, Inc.  
1019 Swift Ave.  
North Kansas City, MO 64116

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM ..... \$ 177,500.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 27,000.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 204,500.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 39,780.00
- 5. RETAINAGE:
  - a. % of Completed Work (Columns D + E on G703) ..... \$ 0.00
  - b. % of Stored Material (Column F on G703) ..... \$ 0.00

- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 39,780.00  
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 6,500.00  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$ 33,280.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) ..... \$ 164,720.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 27,000.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 27,000.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 27,000.00</b>	

**CONTRACTOR:** MTS Contracting, Inc.

By: \_\_\_\_\_

State of: MO

County of: Clay

Subscribed and sworn to before me this \_\_\_\_\_

Date: 10/4/17



Notary Public: Stephanie L. Burke  
My commission expires: May 27, 2019  
Platte County  
Commission #15434494

4<sup>th</sup> day of October, 2017

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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** ..... \$  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 01071ACD04



# AIA Document G702™ – 1992 Instructions

## *Application and Certificate for Payment*

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

**Reproductions.** This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

### COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 2  
 APPLICATION DATE: 9/30/2017  
 PERIOD TO: 9/30/2017  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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 (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	Equipment	19,000.00	0.00		3,000.00	0.00	3,000.00	16,000.00	0.00
2	Material non brick or stone	16,500.00	0.00		2,500.00	0.00	2,500.00	14,000.00	0.00
3	Brick demo labor	27,280.00	0.00		27,280.00	0.00	27,280.00	0.00	0.00
4	Relay brick labor	25,645.00	0.00		0.00	0.00	0.00	25,645.00	0.00
5	Misc. repairs labor	13,440.00	0.00		0.00	0.00	0.00	13,440.00	0.00
6	Relay stone labor	56,080.00	0.00		0.00	0.00	0.00	56,080.00	0.00
7	Dumpster	2,000.00	0.00		500.00	0.00	500.00	1,500.00	0.00
8	Metal	17,555.00	0.00		0.00	0.00	0.00	17,555.00	0.00
9	Brick	6,500.00	6,500.00		0.00	0.00	6,500.00	0.00	0.00
10	Cast stone	20,500.00	0.00		0.00	0.00	0.00	20,500.00	0.00
	GRAND TOTAL	204,500.00	6,500.00		33,280.00	0.00	39,780.00	164,720.00	0.00

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 101210A004



# AIA<sup>®</sup>

# Document G703<sup>™</sup> – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G703<sup>™</sup>, Continuation Sheet, is to be used in conjunction with AIA Document G702<sup>™</sup>, Application and Certificate for Payment, or AIA Document G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201<sup>™</sup>, General Conditions of the Contract for Construction, and A232<sup>™</sup>, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

**Reproductions.** This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document. The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G703, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA. Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA). To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

### COMPLETING G703-1992

**Heading.** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

**Columns A, B and C.** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D.** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E.** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F.** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

**Column G.** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H.** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I.** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders.** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

**Construction Change Directives.** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

*The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			E FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

AIA Document G703<sup>™</sup> – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

# CITY OF OSAWATOMIE



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

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

---

*L. Mark Govea, Mayor*

DATE: October 25, 2017  
TO: City Council  
FROM: Planning Commission  
RE: Special Use Permit

The Osawatomie Planning Commission held a public hearing August 25, 2017, to hear a proposal application for a Special Use Permit on the property. The public hearing also included a hearing to rezone the property and the owners request for zoning text amendments to allow travel trailer parks on the property.

A motion was made by Commissioner Cutburth, seconded by President Gorman to conditionally approve special use permit on condition that rezoning and proposed text amendments are approved by City Council and the applicant returns with a more detailed site plan with landscaping proposals and utility location descriptions. Yeas: All.

The planning commission, owner and city council worked together to rezone the property and amend the Osawatomie Zoning regulations. The council has yet to approve the special use permit that was approved by the planning commission with conditions. The conditions for approval have now been met by the owner and the planning commission recommends approval of Mr. Kleins Special Use Permit. On October 16<sup>th</sup>, the city received Mr. Klein's site plan and distributed the site plan to the planning commission. The commission agreed that the site plan covered all of the conditions for which the planning commission required to conditionally approve the special use permit in August.

The Osawatomie Planning Commission held a second meeting on Tuesday, September 26th to hold a public hearing for a special use permit application made by Doug Walker. Mr. Walker currently has an outdated special use permit and would like to get a permit so that he can operate under the new zoning regulations at his travel trailer park on 125 First Street.

At the meeting, Ted Bartlett briefly summarized again for the commission the changes that Mr. Walker is interested in operating under, primarily the new amendment that allows tenants to stay longer than 120 days. The new special use permit would require Mr. Walker to construct a storm shelter, a project the park is currently underway with, to be in compliance. With the addition of the storm shelter, Mr. Walker's travel trailer park will meet all the required regulations for travel trailer parks in Osawatomie.

A motion was made by John Wastlund, seconded by Mike Gorman to recommend approval of the application for Special Use Permit for 125 First Street to the City Council. Yeas: All.

**COUNCIL ACTION NEEDED:** Approve or deny two special use permit applications. The denial of an application requires a 2/3 majority vote.

**STAFF RECOMMENDATION TO COUNCIL:** Approve both special use permits for Mr. Klein and Mr. Walkers by passing the attached ordinances in separate motions.

(Published in the Miami County Republic on November 1, 2017) 1t

ORDINANCE NO. 37\_\_

AN ORDINANCE PERTAINING TO THE SPECIAL USE PERMIT TO OPERATE A TRAVEL TRAILER PARK IN AN AG, AGRICULTURAL DISTRICT

WHEREAS, John Klein, is requesting a Special Use Permit to operate a Travel Trailer park in a Ag, Agricultural District, and

WHEREAS, the property is located on the southeast corner of 6<sup>th</sup> and Kelly Ave. in Osawatomie, Kansas, and

WHEREAS, the current zoning of the property is the City's AG, Agricultural, and

WHEREAS, the Osawatomie Planning Commission held a public hearing on this proposed Special Use Permit on April 25, 2017, in accordance with City and State zoning laws. The Planning Commission recommends approval for the Special Use Permit.

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

SECTION ONE: A special use permit is granted to John Klein to operate a travel trailer park at 6<sup>th</sup> and Kelly Ave., Osawatomie, Kansas

SECTION TWO: The special use permit will be operated on the following described real estate, situated in Osawatomie, Miami County, Kansas, to-wit:

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 01'00" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.38 feet to the true point of beginning, said point being on South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 417.70 feet, thence South 15 degrees 50'15" East 30.00 feet, thence South 74 degrees 09'45" West 181.42 feet; thence along a curve to the right, said curve having a Radius of 874.42 feet, a Central Angle of 17 degrees 22'21" and an Arc Length of 265.13 feet, to a point on the Easterly Right of Way line of Old 169 Highway, thence North 3 degrees 16'18" West 119.07 feet along said right of way line, thence North 7 degrees 20'18" West 177.38 feet along said right of way line, thence North 89 degrees 01'00" East 117.03 feet, thence North 0 degrees 30'04" West 300.00 feet, to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 01'00" East 780.07 feet along



the South Right of Way line of Kelly Street, to the point of beginning, all in the City of Osawatomie, Miami County, Kansas.

EXCEPT THE FOLLOWING DESCRIBED TRACT

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 00'58" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.34 feet to the true point of beginning, said point being on the South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 268.26 feet, thence North 0 degrees 59'02" West 453.07 feet to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 00'58" East 300.54 feet along the South Right of Way line of Kelly Street to the point of beginning, all in the City of Osawatomie, Miami County, Kansas;

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Miami County, Kansas, a majority being in favor thereof, this 25<sup>th</sup> day of October, 2017.

APPROVED and signed by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk

(Published in the Miami County Republic on November 1, 2017) 1t

ORDINANCE NO. 37\_\_

AN ORDINANCE PERTAINING TO THE SPECIAL USE PERMIT TO OPERATE A TRAVEL TRAILER PARK IN AN I-1 LIGHT INDUSTRIAL DISTRICT

WHEREAS, Doug Walker, is requesting a Special Use Permit to operate a Travel Trailer park in a I-1 Light industrial District, and

WHEREAS, the property is located at 125 First Street, Osawatomie, Kansas, and

WHEREAS, the current zoning of the property is the City's I-1 Light Industrial, and

WHEREAS, the Osawatomie Planning Commission held a public hearing on this proposed Special Use Permit on September 26, 2017, in accordance with City and State zoning laws. The Planning Commission recommends approval for the Special Use Permit.

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

SECTION ONE: A special use permit is granted to Doug Walker to operate a travel trailer park at 125 first Street, Osawatomie, Kansas

SECTION TWO: The special use permit will be operated on the following described real estate, situated in Osawatomie, Miami County, Kansas, to-wit:

All that part of the Northeast Quarter of Section 11, Township 18 South, Range 22 east, in the City of Osawatomie, Miami County, Kansas described as follows: Commencing at the Southeast Corner of the Northeast Quarter of said Section 11; thence North 0 degrees 36 minutes 29 seconds East, along the East line of the Northeast Quarter of said Section 11, a distance of 1197.96 feet to the Point of Beginning; thence South 01 degrees 16 minutes 06 seconds East, a distance of 377.39 feet; thence South 88 degrees 03 minutes 50 seconds West a distance of 253.53 feet, to a point on the East line of 1<sup>st</sup> said point being 792.36 feet North of the North Right of Way line of Main Street; thence North 01 degrees 16 minutes 06 seconds West, along the East right of Way line of 1<sup>st</sup> Street, a distance of 230.00 feet; thence North 62 degrees 30 minutes 48 seconds East, a distance of 115.92 feet; thence North 01 degrees 16 minutes 06 seconds West, a distance of 100.00 feet; thence North 89 degrees 03 minutes 50 seconds East, a distance of 149.52 feet to

the Point of Beginning containing 1.91 acres more or less except that part in the roads.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Miami County, Kansas, a majority being in favor thereof, this 25<sup>th</sup> day of October, 2017.

APPROVED and signed by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk

CONDITIONAL USE PERMIT APPLICATION

*Specul*

Return Form to:  
Codes Administrator  
PO Box 37  
Osawatomie, KS 66064-0037  
(913) 755-2146

Codes@osawatomieks.org

For Office Use Only

Case No.: \_\_\_\_\_

Filing Fee: \_\_\_\_\_

Deposit: \_\_\_\_\_

Date Advertised: \_\_\_\_\_

Date Notices Sent \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

APPLICANT: John Klein PHONE: [REDACTED]

ADDRESS: 26765 West 327th Paola, Kansas ZIP: 66071

OWNER: John Klein PHONE: [REDACTED]

ADDRESS: 26765 West 327th Paola, Kansas ZIP: 66071

EMAIL CONTACT: \_\_\_\_\_

LOCATION OF PROPERTY: South east corner of 6th Street & Kelly Avenue

LEGAL DESCRIPTION: Beginning 331.4' west & 60.30' south of the NE Corner of the NW 1/4 of Section 14, Township 18 Range 22, City of Osawatomie, Ks. thence So. 453' southwesterly 149.5' southeasterly 30' southwesterly 446.5' northerly 296.4' E 117' N 300' E 479.5' to the point of beginning containing 7.5 acres more or less

PROPOSED LAND USE ACTIVITY: RV Park

ADJACENT ZONING AND LAND USE: see attached aerial map

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Empty lots - vacant land</u>	<u>R1</u>
South	<u>Adjoins the levy</u>	<u>Agriculture</u>
East	<u>Storage units</u>	<u>I-1 Industrial</u>
West	<u>Retail - daycare - vacant</u>	<u>GB - General Business</u>

PRESENT USE OF PROPERTY: vacant property

**City of Osawatomie Procedures Manual**

**Article 10—Conditional Uses**

Does the proposed conditional use meet the following standards? If yes, attach a separate sheet explaining why. See attached sheet

Yes      No     

- 1. Is deemed necessary for the public convenience at that location.     X
- 2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.     X
- 3. Is found to be generally compatible with the neighborhood in which it is proposed.     X
- 4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.     X
- 5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.     X
- 6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.     X

Should this conditional use be valid only for a specific time period? Yes      No   X   - Indefinitely

If Yes, what length of time? \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Attachments Required:**

- \_\_\_\_\_ Copies of site plan in accordance with the City's Application and Review Schedule showing existing and proposed structures on the property in question, and adjacent property, off-street parking, driveways, and other information.

# SITE LOCATION PLAN FOR R.V. PARK

PART OF THE NORTHWEST QUARTER OF  
SECTION 14, TOWNSHIP 18 SOUTH, RANGE 22 EAST,  
IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS

Original Legal Description: Filed in Bk-2016 Pg-01144

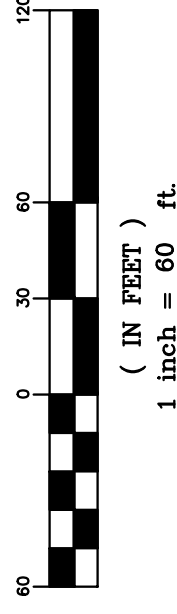
Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 01'00" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.38 feet to the true point of beginning, said point being on South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 417.70 feet, thence South 15 degrees 50'15" East 30.00 feet, thence South 74 degrees 09'45" West 181.42 feet, thence along a curve to the right, said curve having a Radius of 874.42 feet, a Central Angle of 17 degrees 22'21" and an Arc Length of 265.13 feet, to a point on the Easterly Right of Way line of Old 169 Highway, thence North 3 degrees 16'18" West 119.07 feet along said right of way line, thence North 7 degrees 20'18" West 177.38 feet along said right of way line, thence North 89 degrees 01'00" East 117.03 feet, thence North 0 degrees 30'04" West 300.00 feet, to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 01'00" East 780.07 feet along the South Right of Way line of Kelly Street, to the point of beginning, all in the City of Osawatomi, Miami County, Kansas.

EXCEPT THE FOLLOWING DESCRIBED TRACT

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 00'58" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.34 feet to the true point of beginning, said point being on the South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 268.26 feet, thence North 0 degrees 59'02" West 453.07 feet to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 00'58" East 300.54 feet along the South Right of Way line of Kelly Street to the point of beginning, all in the City of Osawatomi, Miami County, Kansas.



GRAPHIC SCALE



NOTE:

30 STALLS TOTAL  
PROPERTY ZONING - AGRICULTURAL  
FLOOD INSURANCE MAP NO. 20121C0277C PANEL 277 OF 375,  
REVISED AUGUST 19, 2008.

THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS IS NOT  
RESPONSIBLE FOR INSTALLATION OR MAINTENANCE OF UTILITIES AND ROADS  
ON THIS PROPERTY.

NO TITLE INFORMATION PROVIDED.

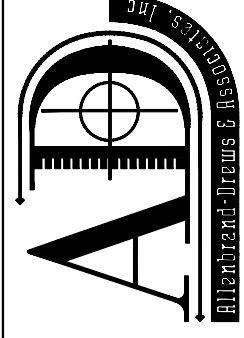
PREPARED FOR:  
JOHN KLEIN  
26765 W. 327TH  
PAOLA KS.

PREPARED BY:  
ALLENBRAND-DREWS & ASSOCIATES, INC.  
122 N. WATER STREET  
OLATHE, KANSAS 66061  
PHONE: (913) 764-1076  
FAX: (913) 764-8635

NOTE:  
NO TOPOGRAPHIC SURVEY  
DONE ON THIS PROJECT.  
OWNER RESPONSIBLE FOR  
UTILITY, STREET AND AREA DRAINAGE.

**SITE PLAN R.V. PARK**

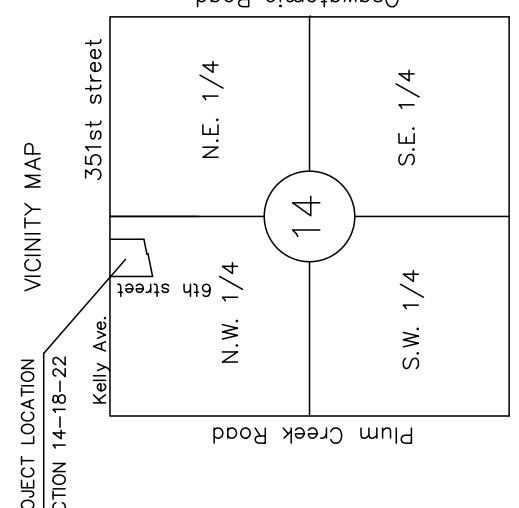
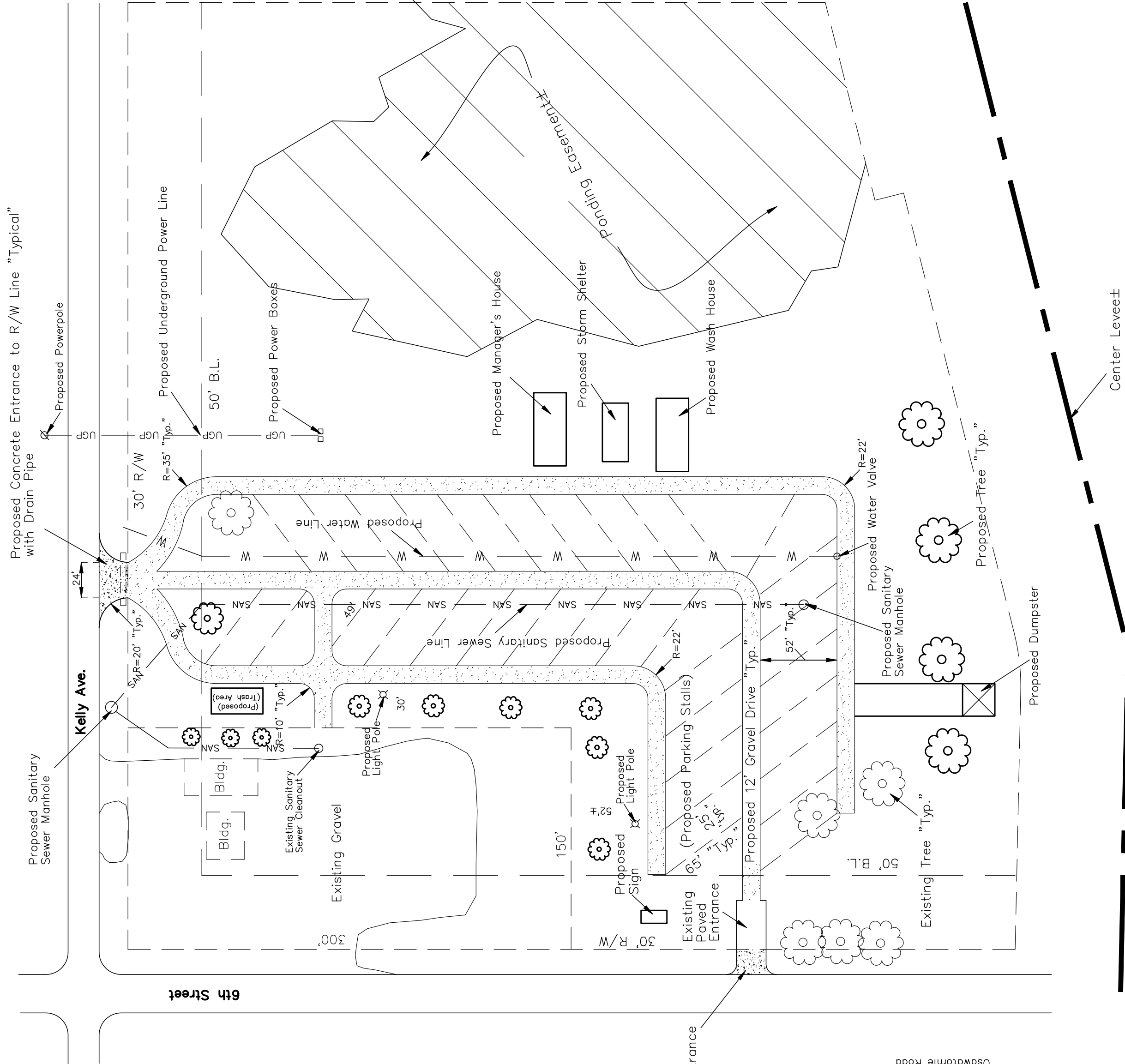
**PART N.W.1/4 SECTION 14-18-22  
MIAMI COUNTY, KANSAS**



CIVIL ENGINEERS  
LAND SURVEYORS - LAND PLANNERS  
122 N. WATER STREET  
OLATHE, KANSAS 66061  
PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=60'  
Drawn By: JDL  
Project: 33020  
Date: 2/13/2017  
Checked By: JDL  
14-18-22

AD PROJECT # T181764-33020 SITE DRAWING



**City of Osawatomic Procedures Manual**

**Article 10—Conditional Uses**

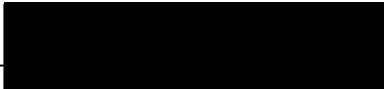
Does the proposed conditional use meet the following standards? If yes, attach a separate sheet explaining why.

Yes No

- 1. Is deemed necessary for the public convenience at that location. yes
- 2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. yes
- 3. Is found to be generally compatible with the neighborhood in which it is proposed. yes
- 4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. yes
- 5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. yes
- 6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. yes

Should this conditional use be valid only for a specific time period? Yes      No X

If Yes, what length of time? \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_

DATE: July 26, 2017

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Attachments Required:**

\_\_\_\_\_ Copies of site plan in accordance with the City's Application and Review Schedule showing existing and proposed structures on the property in question, and adjacent property, off-street parking, driveways, and other information.

CONDITIONAL USE PERMIT APPLICATION

Return Form to:  
Codes Administrator  
PO Box 37  
Osawatomi, KS 66064-0037  
(913) 755-2146

For Office Use Only  
Case No.: \_\_\_\_\_  
Filing Fee: waived  
Deposit: waived  
Date Advertised: \_\_\_\_\_

Codes@osawatomieks.org

Date Notices Sent \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

APPLICANT: Mills House R, U, PARK PHONE: \_\_\_\_\_

ADDRESS: 125 FIRST ST ZIP: 66064

OWNER: Doug WALKER PHONE: \_\_\_\_\_

ADDRESS: 212 FIRST ST ZIP: 66064

EMAIL CONTACT: \_\_\_\_\_

LOCATION OF PROPERTY: 125 FIRST

LEGAL DESCRIPTION: Attached

PROPOSED LAND USE ACTIVITY: R, U, PARK

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	<u>CITY LEVY</u>	_____
South	<u>INDUSTRIAL</u>	_____
East	<u>PENDING A DM</u>	_____
West	<u>RESIDENTIAL</u>	_____

PRESENT USE OF PROPERTY: R, U, PARK



# CITY OF OSAWATOMIE



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** October 25, 2017

**AGENDA ITEM:** **Contract Award for the 2017 Main Street Phase II Improvements Project**

**PRESENTER:** Blake Madden, Director of Public Works and Utilities

**ISSUE SUMMARY:** In September, the City issued a request for bids to perform street improvements along Main Street between 7<sup>th</sup> and 12<sup>th</sup> Streets, and a half block of 12<sup>th</sup> Street to the north. The bids were opened on October 23, 2017. The bidding of the project included 2 options, hot mix asphalt pavement and Portland cement concrete pavement. The table below summarizes the bids received for each alternate and includes the engineer's estimate.

<b>Contractor</b>	<b>Alternate #1 – Common Items and Concrete Bid</b>	<b>Alternate #2 – Common Items and Asphalt Bid</b>
Kansas Heavy Construction	\$ 1,545,338.74	\$ 1,373,986.44
Phoenix Concrete	1,577,909.79	NO BID
Amino Brothers	1,770,605.56	1,602,988.31
Freeman Construction	1,921,423.45	1,783,920.80
Killough Construction	NO BID	1,444,372.28
GB Construction	NO BID	1,489,863.00
Engineer's Estimate	\$ 1,868,267.00	\$ 1,669,437.00

*Highlighted amounts indicate the low bid for each option*

Kansas Heavy Construction was the low bidder for both the asphalt and concrete options. Previous experience with Kansas Heavy Construction indicates that the contractor is qualified and capable to successfully complete the project.

**COUNCIL ACTION NEEDED:** Review, discuss, and determine which alternate and corresponding contractor shall be awarded the project contract.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends selecting the concrete option and awarding the bid to Kansas Heavy Construction. Staff recommends concrete over asphalt because the expected service life of PCP is 40 to 50 years, 20 years longer than asphalt. In this case, the concrete option is only 12% higher than the asphalt low bid. By investing an additional 12% for concrete, the City will save in maintenance costs and will have a street that will last about twice as long as the lower cost asphalt.

October 25, 2017

Don Cawby, City Manager  
439 Main Street  
Osawatomie, KS 66064

Re: 2017 Main Street Improvements  
Osawatomie, Kansas  
BG Project No. 15-1493L  
CDBG No. 17-PF-025

Dear Mr. Cawby:

The bid letting for the 2017 Main Street Improvements in Osawatomie, Kansas was conducted October 23, 2017. A total of six (6) bids were received, opened and read aloud to the public. Bids for Bid Alternate #1 (Concrete Pavement) ranged from a low bid of \$1,545,338.74 to a high bid of \$1,921,423.45. The Engineer's Estimate for Bid Alternate #1 was \$1,868,267.00. Bids for Bid Alternate #2 (Asphalt Pavement) ranged from a low bid of \$1,373,986.44 to a high bid of \$1,783,920.80. The Engineer's Estimate for Bid Alternate #2 was \$1,669,437.50. Kansas Heavy Construction of Shawnee, Kansas submitted the low bid for both Bid Alternate #1 and Bid Alternate #2.

Based upon review of the bids and our prior direct experience, we believe that Kansas Heavy Construction is qualified to perform the construction of this project. Bid tabulations from the letting are attached for your review.

Based on this information, the City has two options to consider in proceeding forward with this project. **Option #1 is to award the construction contract in the amount of \$1,545,338.74 to Kansas Heavy Construction for Bid Alternate #1 – Concrete Pavement and authorize construction.**

**Option #2 is to award the construction contract in the amount of \$1,373,986.44 to KS Heavy Construction for Bid Alternate #2 – Asphalt Pavement and authorize construction.**

I plan to attend the October 25th City Council meeting to discuss these options and address any questions regarding the project status.

Feel free to call me if you have any questions or need additional information.

Sincerely,

BG CONSULTANTS, INC.



Brian P. Kingsley, P.E.  
Vice President

Attachment

**BID TABULATIONS**  
**2017 Street Improvements**  
**Main Street from 7th Street to 12th Street**  
**City of Osawatomie, Kansas**  
**Bid Letting October 23, 2017**  
**15-1493L**

Item #	Quantity	Unit	Description	Engineer's Estimate Unit Price	KS Heavy Construction Unit Price	Phoenix Concrete & Underground Unit Price	Amino Brothers Unit Price	Freeman Concrete Construction Unit Price	Kilbough Construction Unit Price	GB Construction Unit Price
1.	1	L.S.	Contractor Construction Staking	\$ 20,000.00	\$ 9,500.00	\$ 9,125.00	\$ 23,888.50	\$ 10,800.00	\$ 8,550.00	\$ 8,550.00
2.	1	L.S.	Removal of Existing Structures	\$ 30,000.00	\$ 30,000.00	\$ 43,885.00	\$ 32,046.87	\$ 62,900.00	\$ 30,280.00	\$ 8,550.00
3.	1	L.S.	Cleaning and Grubbing	\$ 16,500.00	\$ 35,000.00	\$ 9,050.00	\$ 18,307.02	\$ 22,100.00	\$ 26,750.00	\$ 8,500.00
4.	1	L.S.	Traffic Control	\$ 30,000.00	\$ 25,000.00	\$ 27,000.00	\$ 52,234.90	\$ 38,000.00	\$ 23,306.00	\$ 16,400.00
5.	9	Ea.	Inlet Sediment Barrier	\$ 1,350.00	\$ 20.00	\$ 168.84	\$ 18.71	\$ 190.00	\$ 150.00	\$ 100.00
6.	121	Lin. Ft.	Gutterbody	\$ 7.00	\$ 60.00	\$ 4.82	\$ 6.32	\$ 5.40	\$ 653.40	\$ 1,210.00
7.	164	Lin. Ft.	Sediment Trap	\$ 3.00	\$ 820.00	\$ 8.04	\$ 2.27	\$ 1,356.28	\$ 15.00	\$ 902.00
8.	500	Lin. Ft.	Slope Barrier	\$ 1,500.00	\$ 2.00	\$ 1.55	\$ 1.60	\$ 800.00	\$ 4.00	\$ 2,000.00
9.	1	Ea.	Temporary Gravel Construction Entrance Pad	\$ 1,750.00	\$ 2,600.00	\$ 1,189.98	\$ 2,085.38	\$ 3,790.00	\$ 500.00	\$ 1,110.00
10.	1	Ea.	Temporary Seeding	\$ 5,000.00	\$ 1,000.00	\$ 805.00	\$ 1,042.60	\$ 960.00	\$ 500.00	\$ 750.00
11.	9	Ea.	Curb Inlet Sediment Barrier (Long-Term)	\$ 1,350.00	\$ 6,600.00	\$ 6,300.00	\$ 2,315.28	\$ 5,020.00	\$ 500.00	\$ 6,000.00
12.	126	Lin. Ft.	Seeding, Fertilizing and Mulching	\$ 7.00	\$ 675.00	\$ 18.76	\$ 44.64	\$ 648.00	\$ 150.00	\$ 100.00
13.	1	L.S.	Unclassified Excavation	\$ 6,700.00	\$ 8,500.00	\$ 6,300.00	\$ 2,535.78	\$ 5,500.00	\$ 5,000.00	\$ 6,000.00
14.	4,982	C.Y.	Pavement Removal	\$ 25.00	\$ 124,550.00	\$ 24.94	\$ 124,251.08	\$ 25,000.00	\$ 28.50	\$ 118,322.50
15.	13,852	C.Y.	Removal of Earthwork	\$ 6.50	\$ 90,038.00	\$ 9.50	\$ 131,594.00	\$ 6.50	\$ 3.39	\$ 141,987.00
16.	612	C.Y.	Adjustment of Manholes	\$ 1,250.00	\$ 1,016.00	\$ 4.93	\$ 3,017.16	\$ 22.00	\$ 13,484.00	\$ 4.70
17.	1	Ea.	Adjustment of Water Meters	\$ 650.00	\$ 2,500.00	\$ 750.00	\$ 1,054.54	\$ 2,075.00	\$ 500.00	\$ 750.00
18.	3	Ea.	Adjustment of Valve Boxes	\$ 1,250.00	\$ 3,750.00	\$ 250.00	\$ 705.04	\$ 3,040.00	\$ 250.00	\$ 1,000.00
19.	4	Ea.	Concrete Pavement (8" Uniform)(AE)(Diverseways)	\$ 66.50	\$ 95,427.50	\$ 59.39	\$ 85,224.65	\$ 62.00	\$ 60.00	\$ 65.40
20.	1,878	S.Y.	Concrete Pavement (8" Uniform)(AE)(Dimensions)	\$ 78.00	\$ 131,460.00	\$ 58.46	\$ 119,061.48	\$ 108.00	\$ 202,324.00	\$ 99.50
21.	39	S.Y.	Concrete Pavement (8" Uniform)(AE)	\$ 12.00	\$ 473.00	\$ 12.59	\$ 43,000.65	\$ 8.00	\$ 44,928.00	\$ 7.50
22.	5,816	S.Y.	Aggregate Base (8")(Pavement)	\$ 12.00	\$ 67,320.00	\$ 8.82	\$ 38,301.75	\$ 8.10	\$ 45,491.00	\$ 7.50
23.	6,886	S.Y.	Aggregate Base (8")(Pavement)	\$ 20.00	\$ 137,320.00	\$ 15.92	\$ 109,512.70	\$ 14.10	\$ 100,243.60	\$ 16.80
24.	252	S.Y.	Sidewalk Ramp (AE)	\$ 170.00	\$ 42,840.00	\$ 188.27	\$ 47,444.04	\$ 205.00	\$ 200.00	\$ 190.00
25.	2	Each	Inlet (Curb) (Precast) (10x2.5')	\$ 6,000.00	\$ 12,000.00	\$ 3,848.56	\$ 7,667.12	\$ 4,850.00	\$ 7,310.00	\$ 4,780.00
26.	6	Each	Inlet (Curb) (Precast) (10x3')	\$ 5,000.00	\$ 33,000.00	\$ 4,223.45	\$ 25,340.70	\$ 3,900.00	\$ 3,860.00	\$ 24,000.00
27.	1	Each	Inlet (Curb) (Precast) (5x4')	\$ 4,100.00	\$ 4,100.00	\$ 4,233.45	\$ 4,374.19	\$ 3,840.00	\$ 3,560.00	\$ 3,270.00
28.	1	Each	Inlet (Curb) (Precast) (5x4')	\$ 5,000.00	\$ 5,000.00	\$ 3,505.52	\$ 4,374.19	\$ 3,840.00	\$ 3,560.00	\$ 3,270.00
29.	1	Each	Junction Box (4' Diameter)	\$ 2,000.00	\$ 2,000.00	\$ 3,430.50	\$ 4,306.90	\$ 3,810.00	\$ 3,500.00	\$ 3,200.00
30.	1	Each	Junction Box (4' Diameter)	\$ 2,000.00	\$ 3,750.00	\$ 2,454.93	\$ 3,398.41	\$ 2,680.00	\$ 2,690.00	\$ 2,290.00
31.	1	Each	Junction Box (4' Diameter)	\$ 3,900.00	\$ 4,250.00	\$ 3,012.38	\$ 3,914.34	\$ 3,400.00	\$ 3,150.00	\$ 2,810.00
32.	81	L.F.	Storm Sewer (12")(PVC)	\$ 60.00	\$ 4,860.00	\$ 58.64	\$ 4,749.84	\$ 52.50	\$ 55.50	\$ 54.70
33.	153	L.F.	Storm Sewer (15")(HDPE RCP)	\$ 55.00	\$ 8,415.00	\$ 57.57	\$ 8,082.21	\$ 63.90	\$ 9,776.70	\$ 8,216.10
34.	120	L.F.	Storm Sewer (15")(RCP)	\$ 61.00	\$ 7,320.00	\$ 63.79	\$ 7,654.80	\$ 115,200.00	\$ 57.00	\$ 7,140.00
35.	262	L.F.	Storm Sewer (18")(RCP)	\$ 73.00	\$ 19,126.00	\$ 67.22	\$ 17,611.64	\$ 121.00	\$ 13,702.00	\$ 16,427.00
36.	225	L.F.	Storm Sewer (18")(HDPE RCP)	\$ 56.00	\$ 12,600.00	\$ 63.79	\$ 14,352.75	\$ 76.00	\$ 58.00	\$ 13,387.50
37.	115	L.F.	Storm Sewer (24")(RCP)	\$ 75.00	\$ 8,625.00	\$ 76.65	\$ 8,814.75	\$ 147.00	\$ 64.50	\$ 8,222.50
38.	1	Each	End Section (18")	\$ 700.00	\$ 700.00	\$ 1,018.42	\$ 699.64	\$ 690.00	\$ 875.00	\$ 950.00
39.	1	Each	Flowable Fill (Low Strength)	\$ 210.00	\$ 3,570.00	\$ 1,179.26	\$ 737.77	\$ 720.00	\$ 900.00	\$ 1,100.00
40.	17	C.Y.	Aggregate Base (AB-3)(6")	\$ 1,112.00	\$ 18,904.00	\$ 643.20	\$ 173.39	\$ 1,720.00	\$ 200.00	\$ 1,500.00
41.	12	S.Y.	Aggregate Base (AB-3)(6")	\$ 55.00	\$ 660.00	\$ 53.60	\$ 643.20	\$ 110.00	\$ 60.00	\$ 672.00
42.	112	Lin. Ft.	Multi-Component (White)(4")	\$ 1.00	\$ 112.00	\$ 6.97	\$ 741.44	\$ 7.20	\$ 806.40	\$ 6.00
43.	5,448	Lin. Ft.	Multi-Component (Yellow)(4")	\$ 1.00	\$ 5,448.00	\$ 1.61	\$ 7,518.24	\$ 1.50	\$ 8,172.00	\$ 1.25
44.	478	Lin. Ft.	Intersection Grade (PT)(White)(24")	\$ 15.00	\$ 7,170.00	\$ 43.95	\$ 21,008.10	\$ 20.30	\$ 9,957.22	\$ 17.00
<b>Common Items Total =</b>				<b>\$ 972,773.50</b>	<b>\$ 887,179.44</b>	<b>\$ 919,050.18</b>	<b>\$ 1,126,688.69</b>	<b>\$ 1,179,962.00</b>	<b>\$ 923,396.28</b>	<b>\$ 944,345.00</b>
<b>Bid Alternate #1</b>										
1.	9,869	S.Y.	Concrete Pavement (8" Uniform)(AE)(NRD.)	\$ 60.50	\$ 596,469.50	\$ 52.83	\$ 555,751.83	\$ 58.75	\$ 589,075.25	\$ -
2.	9,752	S.Y.	Aggregate Base (AB-3)(6")	\$ 12.00	\$ 117,024.00	\$ 6.82	\$ 66,508.64	\$ 8.10	\$ 78,981.20	\$ -
3.	1	L.S.	Mobilization	\$ 182,000.00	\$ 182,000.00	\$ 71,500.00	\$ 9,371.36	\$ 73,395.00	\$ -	\$ -
<b>Bid Alternate #1 Construction Total =</b>				<b>\$ 1,868,267.00</b>	<b>\$ 1,543,536.74</b>	<b>\$ 1,577,909.79</b>	<b>\$ 1,770,605.56</b>	<b>\$ 1,921,423.45</b>	<b>\$ 741,461.45</b>	<b>\$ -</b>
<b>Bid Alternate #2</b>										
1.	4,600	Tons	Hot Mix Asphalt - Commercial Grade (Class A)	\$ 75.00	\$ 345,000.00	\$ -	\$ 329,636.00	\$ 84.70	\$ 391,300.00	\$ 62.00
2.	858	S.Y.	Concrete Pavement (8" Uniform)(AE)(Valley Gutter)	\$ 60.00	\$ 51,480.00	\$ -	\$ 72.20	\$ 61,947.60	\$ 70.00	\$ 60,060.00
3.	9,752	S.Y.	Aggregate Base (AB-3)(6")	\$ 12.00	\$ 117,024.00	\$ -	\$ 6.10	\$ 78,981.20	\$ 6.00	\$ 72,140.00
4.	1	L.S.	Mobilization	\$ 166,000.00	\$ 166,000.00	\$ -	\$ 551.28	\$ 73,400.00	\$ 81,600.00	\$ 121,970.00
<b>Bid Alternate #2 Construction Total =</b>				<b>\$ 1,689,437.50</b>	<b>\$ 1,373,986.44</b>	<b>\$ -</b>	<b>\$ 1,602,988.31</b>	<b>\$ 1,783,920.80</b>	<b>\$ 444,372.28</b>	<b>\$ 1,489,883.00</b>

CASH TRANSACTIONS REPORT

YEAR: THROUGH AUGUST  
City of Osawatomie

Page: 1  
10/10/2017  
7:15 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
<b>100.101 CASH &amp; INVESTMENTS</b>					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	427,561.07	2,054,521.13	1,764,551.13	717,531.07
02-000-100.101	CASH & INVESTMENTS	243,189.12	616,329.75	673,363.24	186,155.63
03-000-100.101	CASH & INVESTMENTS	516,295.78	2,467,152.57	2,541,653.96	441,794.39
04-000-100.101	CASH & INVESTMENTS	83,706.81	806,722.54	622,098.32	268,331.03
05-000-100.101	CASH & INVESTMENTS	7,759.60	269,203.21	231,728.07	45,234.74
06-000-100.101	CASH & INVESTMENTS	108,330.36	44,418.89	8,566.03	144,183.22
07-000-100.101	CASH & INVESTMENTS	0.00	1.06	1.06	0.00
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	70,912.74	75,352.70	58,019.71	88,245.73
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	100,083.71	29,090.90	28,615.60	100,559.01
12-000-100.101	CASH & INVESTMENTS	148,183.62	102,111.21	65,350.21	184,944.62
13-000-100.101	CASH & INVESTMENTS	202,541.60	650,106.15	799,069.33	53,578.42
14-000-100.101	CASH & INVESTMENTS	15,083.11	85,325.09	85,010.92	15,397.28
15-000-100.101	CASH & INVESTMENTS	0.84	7,337.00	7,337.00	0.84
16-000-100.101	CASH & INVESTMENTS	153,252.78	617,514.76	607,907.99	162,859.55
17-000-100.101	CASH & INVESTMENTS	0.00	0.13	0.13	0.00
18-000-100.101	CASH & INVESTMENTS	1,399.35	266,996.23	227,393.14	41,002.44
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	36,461.62	49,175.79	44,172.54	41,464.87
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	138,538.56	97,500.00	91,292.59	144,745.97
25-000-100.101	CASH & INVESTMENTS	116,593.98	2,000.00	16,361.63	102,232.35
26-000-100.101	CASH & INVESTMENTS	4,000.00	0.00	0.00	4,000.00
27-000-100.101	CASH & INVESTMENTS	74,142.13	272,306.00	0.00	346,448.13
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	5,409,493.77	5,409,493.77	0.00
33-000-100.101	CASH & INVESTMENTS	3,029,838.11	10,205.34	624,956.38	2,415,087.07
43-000-100.101	CASH & INVESTMENTS	147,868.81	290,483.36	433,601.25	4,750.92
50-000-100.101	CASH & INVESTMENTS	43,826.84	33,010.85	23,891.52	52,946.17
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,269.54	15,172.64	12,670.64	15,771.54
53-000-100.101	CASH & INVESTMENTS	978.42	1,875.00	1,000.00	1,853.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		5,714,016.71	14,273,406.07	14,378,106.16	5,609,316.62
<b>Total for 100.101</b>		<b>5,714,016.71</b>	<b>14,273,406.07</b>	<b>14,378,106.16</b>	<b>5,609,316.62</b>
Grand Totals:		5,714,016.71	14,273,406.07	14,378,106.16	5,609,316.62

Rush the Rails: Ride and Run

## Registration Demographic

Generated by LeLan Dains

on Oct 18, 2017 10:22:21am EDT

GENDER	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	GENDER TOTAL
M	75 (79.79%)	36 (53.73%)	34 (43.04%)	4 (100.00%)	11 (22.92%)	160
F	19 (20.21%)	31 (46.27%)	45 (56.96%)	0	37 (77.08%)	132
REG CHOICE TOTAL	94	67	79	4	48	292

## LocationRegChoices

Generated by LeLan Dains

on Oct 18, 2017 12:06:59pm EDT

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
NO STATE/CITY	0	0	0	0	21 (43.75%)	21
Arkansas/Garfield	2 (2.13%)	0	0	0	0	2
Florida/Bonita Springs	0	0	2 (2.53%)	0	0	2
Iowa/Cedar Falls	1 (1.06%)	0	0	0	0	1
Iowa/Chariton	0	0	1 (1.27%)	0	0	1
Kansas/Alma	0	0	2 (2.53%)	0	0	2
Kansas/Americus	0	1 (1.49%)	0	0	1 (2.08%)	2
Kansas/Andale	0	0	1 (1.27%)	0	0	1
Kansas/Andover	0	0	2 (2.53%)	0	0	2

continued on next page

continued from previous page

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
Kansas/Atchison	0	1 (1.49%)	0	0	0	1
Kansas/Auburn	1 (1.06%)	0	1 (1.27%)	0	0	2
Kansas/Baldwin City	0	1 (1.49%)	0	0	0	1
Kansas/Bonner Springs	0	0	1 (1.27%)	0	0	1
Kansas/Burlington	1 (1.06%)	1 (1.49%)	0	0	0	2
Kansas/Clay Center	0	0	2 (2.53%)	0	0	2
Kansas/Clyde	0	0	1 (1.27%)	0	0	1
Kansas/Council Grove	1 (1.06%)	2 (2.99%)	2 (2.53%)	0	0	5
Kansas/De Soto	1 (1.06%)	0	0	0	0	1
Kansas/Derby	0	2 (2.99%)	0	0	0	2
Kansas/Emporia	14 (14.89%)	7 (10.45%)	6 (7.59%)	1 (25.00%)	4 (8.33%)	32
Kansas/Fort Riley	0	0	0	0	2 (4.17%)	2
Kansas/Gardner	0	0	1 (1.27%)	0	0	1
Kansas/Goddard	0	2 (2.99%)	0	0	0	2
Kansas/Hartford	2 (2.13%)	0	0	0	0	2

continued on next page

continued from previous page

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
Kansas/Holton	3 (3.19%)	0	0	0	0	3
Kansas/Hope	0	0	0	0	1 (2.08%)	1
Kansas/Junction City	0	0	1 (1.27%)	0	0	1
Kansas/Kansas City	0	0	0	1 (25.00%)	0	1
Kansas/Lansing	0	1 (1.49%)	0	0	0	1
Kansas/Lawrence	6 (6.38%)	6 (8.96%)	3 (3.80%)	0	1 (2.08%)	16
Kansas/Le Roy	0	0	1 (1.27%)	0	0	1
Kansas/Leavenworth	0	2 (2.99%)	0	0	0	2
Kansas/Lebo	0	1 (1.49%)	2 (2.53%)	1 (25.00%)	0	4
Kansas/Lenexa	2 (2.13%)	1 (1.49%)	0	0	0	3
Kansas/Lyndon	0	0	1 (1.27%)	0	0	1
Kansas/Madison	1 (1.06%)	0	2 (2.53%)	0	1 (2.08%)	4
Kansas/Manhattan	3 (3.19%)	0	5 (6.33%)	0	9 (18.75%)	17
Kansas/McPherson	1 (1.06%)	1 (1.49%)	0	0	0	2
Kansas/Melvern	1 (1.06%)	2 (2.99%)	0	0	0	3

continued on next page



continued from previous page

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
Kansas/Newton	1 (1.06%)	0	0	0	0	1
Kansas/Olathe	4 (4.26%)	3 (4.48%)	0	1 (25.00%)	0	8
Kansas/Osage City	1 (1.06%)	3 (4.48%)	10 (12.66%)	0	0	14
Kansas/Osawatomie	0	1 (1.49%)	2 (2.53%)	0	0	3
Kansas/Oskaloosa	1 (1.06%)	0	0	0	0	1
Kansas/Ottawa	5 (5.32%)	1 (1.49%)	1 (1.27%)	0	0	7
Kansas/Overland Park	4 (4.26%)	0	0	0	0	4
Kansas/Paola	1 (1.06%)	0	0	0	0	1
Kansas/Prairie Village	2 (2.13%)	2 (2.99%)	0	0	0	4
Kansas/Pratt	0	0	2 (2.53%)	0	0	2
Kansas/Princeton	0	1 (1.49%)	0	0	0	1
Kansas/Rose Hill	0	1 (1.49%)	0	0	0	1
Kansas/Saint George	0	0	0	0	2 (4.17%)	2
Kansas/Salina	1 (1.06%)	2 (2.99%)	0	0	2 (4.17%)	5
Kansas/Shawnee	2 (2.13%)	0	0	0	0	2

continued on next page

continued from previous page

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
Kansas/South Hutchinson	0	0	2 (2.53%)	0	0	2
Kansas/Spring Hill	1 (1.06%)	0	0	0	0	1
Kansas/Stilwell	0	1 (1.49%)	0	0	0	1
Kansas/Sublette	1 (1.06%)	0	0	0	0	1
Kansas/Topeka	10 (10.64%)	5 (7.46%)	6 (7.59%)	0	1 (2.08%)	22
Kansas/Towanda	1 (1.06%)	0	0	0	0	1
Kansas/Valley Center	0	0	1 (1.27%)	0	0	1
Kansas/Vassar	0	1 (1.49%)	0	0	0	1
Kansas/Wamego	0	0	1 (1.27%)	0	1 (2.08%)	2
Kansas/Waverly	0	1 (1.49%)	0	0	0	1
Kansas/Wellington	0	0	3 (3.80%)	0	0	3
Kansas/Wichita	10 (10.64%)	7 (10.45%)	7 (8.86%)	0	0	24
Kansas/Wisey	0	0	2 (2.53%)	0	0	2
Minnesota/Carver	2 (2.13%)	0	0	0	0	2
Missouri/Adrian	0	1 (1.49%)	0	0	0	1

continued on next page

concluded from previous page

STATE/CITY	Bike Full - 95 Miles	Bike Half - 54 Miles	Bike Quarter - 25 Miles	2-4 Person Run Relay	5-8 Person Run Relay	STATE/CITY TOTAL
Missouri/Columbia	0	0	1 (1.27%)	0	0	1
Missouri/Gallatin	1 (1.06%)	0	0	0	0	1
Missouri/Kansas City	4 (4.26%)	2 (2.99%)	0	0	1 (2.08%)	7
Missouri/Lees Summit	0	2 (2.99%)	0	0	0	2
Missouri/Saint Louis	0	0	1 (1.27%)	0	0	1
Missouri/Smithville	0	1 (1.49%)	0	0	0	1
Oklahoma/Edmond	1 (1.06%)	0	0	0	0	1
Oklahoma/Enid	1 (1.06%)	0	0	0	0	1
Oklahoma/Ponca City	0	1 (1.49%)	3 (3.80%)	0	0	4
Pennsylvania/Palmyra	0	0	0	0	1 (2.08%)	1
<b>REG CHOICE TOTAL</b>	<b>94</b>	<b>67</b>	<b>79</b>	<b>4</b>	<b>48</b>	<b>292</b>

Osawatomie Police Department  
Activity Report

Sep-17		Prior Month	Change	Prior Year	Change
25	Warrant Arrests	33	(8)	14	11
34	Other Arrest and /or Charges filed	41	(7)	47	(13)
176	Traffic Stops	156	20	78	98
145	Suspicious Activ., <b>Inv. Persons</b> , Ped Checks, Prowlers	118	27	56	89
11	Traffic Accident Calls	9	2	11	0
58	Assist EMS	54	4	58	0
49	Fights , <b>Disturbance</b> , Assaults, Domestic, Harras, Violation of Protection Orders, Trespass	42	7	35	14
3	Sex crimes	1	2	1	2
31	Damage to Prop., <b>Thefts</b> , Burglarys,	40	(9)	39	(8)
4	Drug Case or Calls	3	1	18	(14)
47	Animal calls	63	(16)	87	(40)
8	<b>Child in Need of Care</b> , Runaways, Missing Children	6	2	13	(5)
12	Vehicle Lock outs	23	(11)	23	(11)
80	Escorts, Civil Stand-bys, 911 Misdials, Motor Assist, X-Patrol, Alarm Calls, <b>Welfare Checks</b>	42	38	59	21
76	Citizen Inquires	117	(41)	73	3
93	Calls for service otherwise not classified	123	(30)	100	(7)
110	Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, <b>Follow-ups</b> , Found Property, Warrant Attempts, etc..	73	37	92	18
928	Calls handled by Officers	903	25	801	171
<b>1253</b>	<b>* Totals occurrences for the month</b>	<b>1246</b>	<b>7</b>	<b>1004</b>	<b>249</b>
69	Traffic Citations	64	5	35	34
19	Other Citations	16	3	12	7
<b>88</b>	<b>Total Citations</b>	<b>80</b>	<b>8</b>	<b>47</b>	<b>41</b>
* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire calls, and other public assistance.					