

OSAWATOMIE CITY COUNCIL  
**REVISED** AGENDA  
November 9, 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. November 9<sup>th</sup> Agenda
  - ~~B. City Council Minutes for October 25, 2017~~
  - C. Move November 23<sup>rd</sup> meeting, scheduled for Thanksgiving, to November 30, 2017.
6. Comments from the Public
  - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
  - A. KCP&L Letter of Agreement on Substation Metering
  - B. Sewer Plant Heater
  - C. Fiduciary Engagement Agreement for Municipal Advisory Services
  - D. JTC Oil Lease Extension**
10. New Business
  - A. Possible Budget Amendments
  - B. Water & Electric Rate Changes – Preliminary Discussion
  - C. Cold Weather Utility Policy
  - D. Leak Adjustment Policy
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
  - A. 3<sup>rd</sup> Quarter Reports
  - B. PD Monthly Report
  - C. City Manager Update Memo
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

*NEXT MEETING – Regular Meeting Moved to November 30, 2017  
Per section 1-203 of the City Code of Osawatomie (Ord. 3708)*



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



October 20, 2017

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

Dear Mr. Cawby,

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

### **Background**

The City contacted KCP&L in 2016 and communicated its request to add additional points into KCP&L’s remote terminal unit (“RTU”) at the 7<sup>th</sup> Street Substation as a result of the addition of the 9<sup>th</sup> Street Substation. The City plans to provide a fiber communication line from the new 9<sup>th</sup> Street Substation to the existing 7<sup>th</sup> Street Substation, which, along with the existing KCP&L RTU, will be utilized to provide all metering data to the KCP&L interconnection location.

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

### **Facilities to be provided by KCP&L**

KCP&L, or its designated agent, will design, construct, own, operate and maintain the electric meter (meter can, meter & wiring to the meter can) and RTU. KCP&L, or its designated agent, will install, own and maintain a communication line from the RTU located at the 7<sup>th</sup> Street Substation to KCP&L’s Energy Management System. The facilities to be provided and the work to be performed under this paragraph and under the Metering and Control paragraph below shall be referred to collectively as the KCP&L Work.

### **Facilities to be provided by City**

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



## **Cost**

KCP&L has provided a good-faith estimate of the cost for the KCP&L Work to be \$35,000 for the 7<sup>th</sup> Street Substation and \$18,000 for the 9<sup>th</sup> Street Substation, which includes a 12% gross up estimate for taxes. If KCP&L becomes aware that the actual costs for the KCP&L Work exceed this estimate, KCP&L will notify the City in writing as soon as practical. Notwithstanding this estimate, the City agrees to reimburse KCP&L for the actual cost of the KCP&L Work, as grossed up for the taxes, once all costs are completely booked by KCP&L.

## **Timing**

It is agreed by the Parties to have the 7<sup>th</sup> Street Substation and the the 9<sup>th</sup> Street Substation facilities in place by December 31, 2017 (each an “in-service date”).

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

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

## **Metering and Control**

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

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

## **Billing**



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

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

**Incorporation into the Interconnection Agreement**

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

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

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

Sincerely,

Jeff Wolf  
Senior Director, Transmission Operations and T&D Engineering

Acknowledged and agree to this \_\_\_ day of \_\_\_\_\_, 2017:

City of Osawatomie, Kansas

By: \_\_\_\_\_  
Don Cawby  
City Manager

# KwiKom Communications

800 W Miller Rd  
Iola, KS 66749

1 (800) 379-7292  
1 (620) 380-0010 - Fax



## Quotation

Prepared For:  
City of Osawatomie  
439 Main St  
Osawatomie, KS 66064

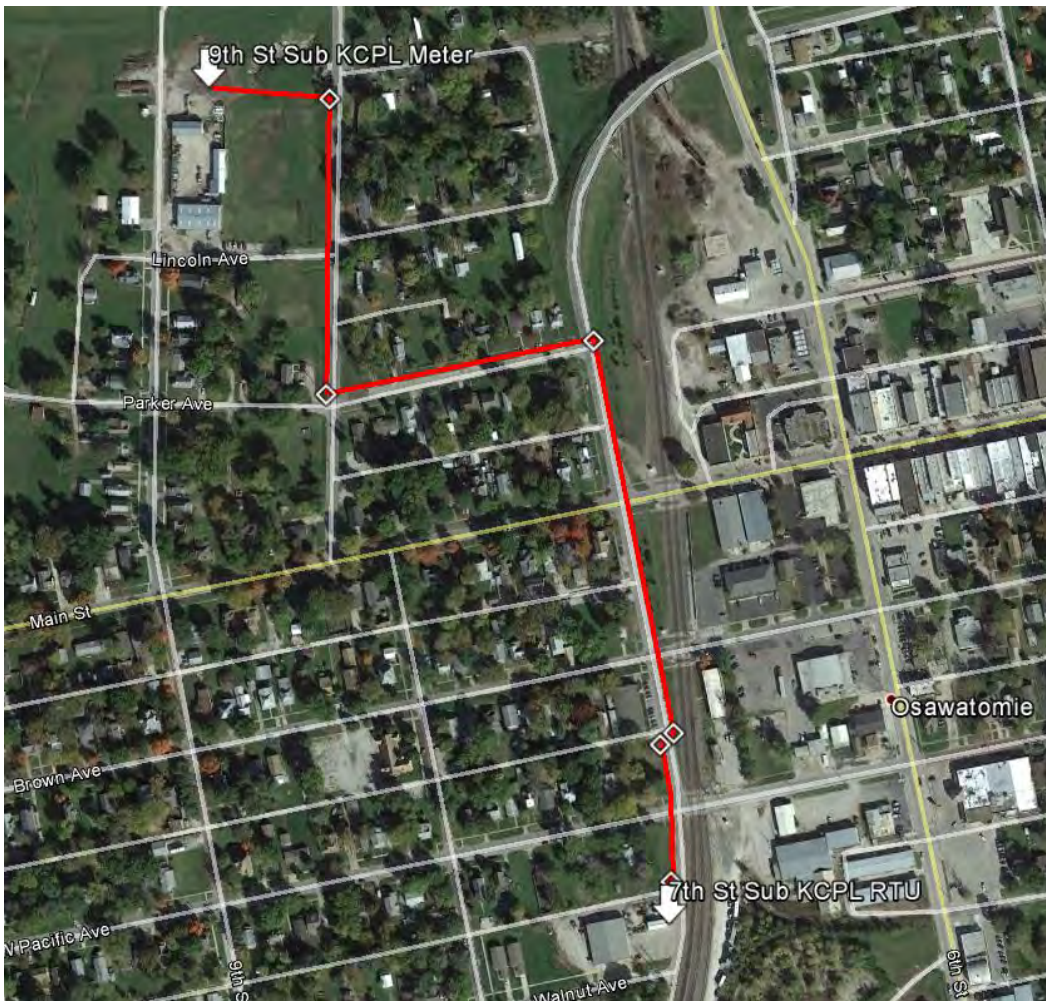
10/17/2017 - Quote Expires 12/17/2017  
Quoted By: Zachery Peres  
Lead Time to Start Project From Acceptance:  
30 Days

## Proposed Underground Fiber Option

UG Distance 3550 ft  
1x 1.25" HDPE Telecom Duct Pipe  
1x 24 ct Armor Fiber  
6x FRP Body - Polymer Concrete Cover (ANSI/SCTE 77 Tier 15) 24" x 36" x 24"h Vault  
Cost Quote: \$44,408.00 (Based on dirt-only boring. No hardened minerals ex: limestone)

Option -- Add \$1200/Vault to add Splice Closure and Tray

## Planned Fiber Route and Vault Locations



# KwiKom Communications

800 W Miller Rd  
Iola, KS 66749

1 (800) 379-7292  
1 (620) 380-0010 - Fax



## Quotation

Prepared For:  
City of Osawatomie  
439 Main St  
Osawatomie, KS 66064

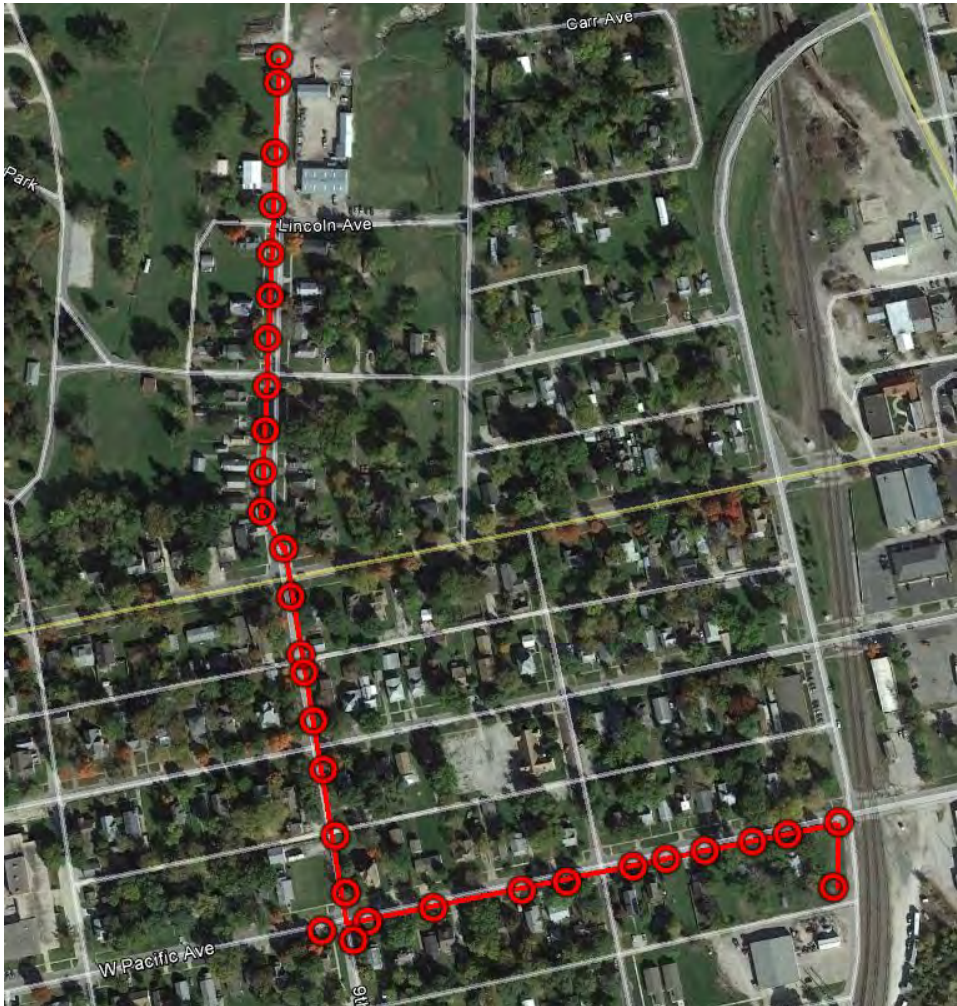
10/17/2017 - Quote Expires 12/17/2017  
Quoted By: Zachery Peres  
Lead Time to Start Project From Acceptance:  
30 Days

## Proposed Overhead Fiber Option

OH Distance 4000ft  
1x 1/4" Strand Messenger Line  
1x 24 ct Armor Fiber -- Lashed  
Cost Quote: \$37907.00

Option -- Add \$1200/splice point to add Splice Closure and Tray

## Planned OH Fiber Route and Pole Locations





# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** **Wastewater Treatment Plant, Headworks Building Heater Replacement**

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

**ISSUE SUMMARY:** In the fall of 2015, the heater in the headworks building at the wastewater treatment plant overheated and was eventually determined to be irreparable. As the City worked through the warranty process, heat cable was installed on all piping in the building as a temporary solution. Ultimately, the warranty claim was denied. On a positive note, the bond company for the contractor of the improvement project agreed to release the \$10,000 retainage to the City in June of this year. The City intends to direct these monies toward the purchase and installation of a new heater for the building.

The City recently requested proposals from G.K. Smith and Sons, Inc. and Bradley Air Conditioning and Heating. Bradley Air Conditioning and Heating declined to submit a proposal. G.K. Smith and Sons submitted the attached proposal in the amount of \$31,276.00. If accepted, the unit will have a one-year warranty on parts provided by Engineered Air and a one-year warranty on labor provided by G.K. Smith and Sons, both beginning on the date of startup.

**COUNCIL ACTION NEEDED:** Determine whether to accept the proposal from G.K. Smith and Sons.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends acceptance of the proposal from G.K. Smith and Sons in the amount of \$31,276.00.



Phone 913-294-5379

1700 Industrial Park Drive, Paola, KS 66071

Fax 913-294-5370

October 30, 2017

City of Osawatomie WWTP  
29366 W. 347<sup>th</sup>  
Osawatomie, Kansas 66064

### HVAC Scope of Work for Headworks Building

#### Engineered Air Make-Up Air Unit

- 1 Remove the existing duct fan, heater and related ductwork
- 1 Provide and set new Engineered Air Make-Up Air unit (fabricated angle iron base and crane provided by City of Osawatomie)
- 1 Remove old louver
- 1 Fabricate and install new supply duct and register
- 1 New power circuit to new unit and start-up

The price for equipment and installation of the Engineered Air unit above is **\$31,276.00** not including any sales tax. This price is only good to February 1, 2018.

The lead time for this unit is approximately 120 days and would not be scheduled to ship until the first part of March 2018.

**A project exemption certificate is required or sales tax would have to be added.**

#### **Exclusions:**

Sales tax

Best Regards,



Les Smith

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** **Fiduciary Engagement Agreement with George K Baum**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** On May 25, 2017, the City Council a Resolution of Intent to issue \$1.8 million in temporary notes for Phase II of the Main Street Project. That same night, the Council approved an ordinance which increases the total cost of the Main Street project to \$4.0 million, so that funds may be borrowed for the payment of the project.

At that meeting we planned to quickly pass a fiduciary engagement agreement with George K Baum to cover their services in advising the City and bidding out these temporary notes. However, when the project was delayed by the Department of Commerce, we failed to quickly adopt the measure as the entire project was on hold.

At the November 30<sup>th</sup> meeting, Dave Arteberry will have bids on the temporary notes for you to accept. A calendar of the issue has been attached. The temporary notes have been reduced by \$1.65 million after a favorable construction bid was accepted at the last meeting.

**COUNCIL ACTION NEEDED:** Consider the proposed fiduciary agreement.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends approval of the proposed Fiduciary Engagement Agreement for Municipal Advisory Services with George K Baum and Company.

**FIDUCIARY ENGAGEMENT AGREEMENT  
FOR  
MUNICIPAL ADVISORY SERVICES**

This Fiduciary Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Osawatomie, Kansas (“Issuer”), and George K. Baum & Company, located at 4801 Main Street, Kansas City, Missouri (“GKB”).

**PURPOSE:** The Issuer has identified a specific need for initial construction period funding in 2017 for a second phase of improvements to Main Street (the “Project”) which may result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”). The Issuer deems it in its best interest to engage and retain GKB, an independent registered municipal advisor firm, to provide certain municipal advisory services to the Issuer for or related to the Transaction, including but not limited to the preparation of supporting data and assistance in investor negotiations.

**CONSIDERATION:** Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

**SPECIFIC PROVISIONS:** The provisions of the above “Purpose” section are material and binding terms of this Agreement.

1. **GKB’s Obligations, Scope of Services and Limitations on Scope of Services.** GKB shall provide the Issuer with the following municipal advisory services for or related to the Transaction, including the analysis of the cost and benefits relative to financing the Project (collectively, the “Scope of Services”), subject to the limitations set forth herein:
  - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with the Transaction.
  - B. Will attend all meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
  - C. Will prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for the Transaction.
  - D. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.
  - E. Will assist in the collection of information and the preparation of the documents necessary to accomplish the Transaction including any related contracts, agreements or other documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.
  - F. Will assist in the gathering of financial, statistical or factual information relating to (i) the Issuer, and (ii) GKB and its role as Issuer’s municipal advisor, to be included in the Issuer’s preliminary or final official statement or other documents for the Transaction.
  - G. Will advise Issuer with regard to any continuing disclosure undertaking required to be entered into in connection with the Transaction, including advising on the selection of a dissemination agent, if

any.

- H. For a competitive bid sale, GKB will assist Issuer in collecting and analyzing bids submitted by underwriters and in connection with Issuer's selection of a winning bidder.
- I. For a negotiated sale, GKB will assist Issuer in the selection of underwriter(s).
- J. Will arrange for closing and delivery of any bonds.
- L. Will provide such other usual and customary financial advisory services for or related to the Transaction as may be requested by Issuer.
- M. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that GKB, when acting as Issuer's municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by GKB to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that GKB undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. GKB is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- N. MSRB Rule G-42 requires that GKB provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in GKB's Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
- O. It is expressly understood and agreed that, under this Agreement, GKB is acting as a municipal advisor and fiduciary to the Issuer for or related to the Transaction. GKB retains the right to be engaged by the Issuer on other transactions in a capacity other than as a municipal advisor or fiduciary.
- P. It is expressly understood and agreed that the Scope of Services is limited solely to the services described in this Agreement.
- Q. Unless otherwise provided in the Scope of Services described above, GKB is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about GKB, in its role as Issuer's municipal advisor, provided by GKB for inclusion in such documents.
- R. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
- S. The Scope of Services may be changed only by written amendment or supplement to this Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.

2. **Issuer's Obligations.** The Issuer's obligations shall include the following, subject to the limitations set

forth herein:

- A. Retain GKB as its municipal advisor for and related to the Transaction.
  - B. Cooperate with GKB in the proper development of the Transaction and provide all pertinent information needed to allow GKB to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support the desired Transactions on behalf of the Issuer.
  - C. To the extent Issuer seeks to have GKB provide advice with regard to any recommendation made to Issuer by a third party other than an underwriter for the Transaction, including but not limited to any underwriter for the Transaction, Issuer agrees that it will provide GKB with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.
  - D. Issuer agrees to observe and comply with the limitations on GKB's Scope of Services described above.
  - E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney.
  - F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services.
  - G. Reimburse GKB for all reasonable costs and expenses incurred by GKB that are related to the Transaction.
  - H. Pay GKB an advisory fee of 0.60% of the principal amount of Transaction securities, at the time of the completion of the Transaction.
3. **Term.** The term of this Agreement shall commence on the date indicated above, and shall expire on the completion of the Transaction, except as terminated earlier pursuant to the provisions below.
  4. **Termination.** The Issuer, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to GKB. At the termination of this Agreement, the Issuer shall reimburse GKB such reasonable costs and expenses incurred to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
  5. **Additional Transactions.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time ("Additional Transactions"), the Issuer may engage GKB to act as its investment banker to provide financial advisory, or municipal advisory, or underwriting or placement agent services for any of those Additional Transactions. In that event, the parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.
  6. **Authority.** Each of the undersigned representatives of the respective parties represents and warrants

Fiduciary Engagement Agreement for Municipal Advisory Services

that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to GKB to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that GKB take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.

7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

**GEORGE K. BAUM & COMPANY**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF OSAWATOMIE, KANSAS**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF OSAWATOMIE, KANSAS  
GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2017-1**

**CALENDAR OF EVENTS**

		<b>RESPONSIBLE PARTIES*</b>	
<b><u>OCT</u></b>	25	Note Size and Terms Determined Draft Terms Sheet Distributed for Comment	I/BC/FA FA
<b><u>NOV</u></b>	2	Comments Due on Draft Terms Sheet	I/BC/FA
	3	Terms Sheets Distributed to Banks	I/FA
	15	Bids Received from Banks and Best Bid Determined	I/FA
	16	Note Resolution Distributed	BC
	<b>30</b>	<b>Pass Note Resolution</b>	<b>I</b>
<b><u>DEC</u></b>	1	Transcript Assembly Begins	BC
	7	Transcript Assembly Complete Transcript Forwarded to Attorney General	BC BC
	8	Registration Instructions to State Treasurer Closing Arrangements Distributed in Writing Note Registration Complete-Notes Forwarded to Purchaser	BC/P FA
	13	Transcript Approved	
	15	Closing and Delivery of Funds	I/BC/FA/P

<b>OCTOBER</b>						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

<b>NOVEMBER</b>						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

<b>DECEMBER</b>						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**NOTE: Bold items indicate actions of City Council**

October 18, 2017

- I- Issuer, City of Osawatome
- BC- Bond Counsel, Triplet Woolf & Garretson, LLC
- FA- Financial Advisor, George K. Baum & Company
- P- Purchaser



# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** JTC Oil Lease

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** On November 8, 2012, the City approved a lease with JTC Oil to lease the former ETI building. The original lease was for 3 years, with a purchase option after 3 years. The Department of Commerce had to agree to the lease since the building was purchased using Department of Commerce funds.

The agreement was renewed in 2015 and 2016, informally for one-year increments, but it never came to the Council for formal approval. Both parties have continued by the original terms of the agreement from 2012. These terms were:

1. JCI would pay \$1,000 per month rent (which will pass through to the state).
2. JCI would be responsible for the payment of the taxes on the building.
3. JCI would be responsible for utilities and routine maintenance of the property.
4. Osawatomie would be responsible for continuing to insure the property.
5. After 3 years, JCI could purchase the building for \$150,000, but all rent payments could be applied to the purchase price when they decide to purchase it.

We decided this contract needed to be formalized and taken back to the Council. This contract is a one year contract with a one year renewal option. This contract has not been signed or agreed to by JTC Oil, but as they requested the extension, we expect no issues to this contract extension. The Department of Commerce has said previously that extension of the contract was our decision, as they are in agreement with the current terms.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends approval of the proposed contract subject to any technical amendments which would have to be approved by the City Attorney.

## LEASE AGREEMENT

The City of Osawatomie (hereafter referred to as “Lessor” or “Landlord”) owns real property located at 35790 Plum Creek Road, Osawatomie, Kansas 66064. For lease payments and other consideration, the Lessor agrees to lease the above mentioned property to JTC Oil, Inc. (hereafter referred to as “Lessee”).

1. **TERM.** To have and hold the above stated location for a period of one year beginning on November 1, 2017 and ending on October 31, 2018, with the lessee having the option to renew for one additional one-year period.
2. **PAYMENTS.** Lessee agrees to pay Lessor monthly rent payments of \$1,000.00, beginning on the 1st day of November, 2017 following the execution of this contract, and on the 1st day of each month thereafter until the lease is terminated.
3. **USE OF PREMISES.** Lessee shall have the use of the premises for the term of this Lease for the purpose of office, warehousing, and light industrial use and for no other purpose. Lessee agrees not to use or permit the use of the Premises for any purpose which is illegal, or which violates authorized uses under the current zoning of the property. Lessee agrees to comply with all applicable laws, ordinances, rules, and regulations of the City of Osawatomie and State of Kansas. Specifically, Lessee shall use the building for no purpose which would constitute an environmental hazard under the Laws of the State of Kansas or the United State of America
4. **UTILITIES.** Water, gas, air-conditioning, electricity, and heat will be furnished and paid for by Lessee.
5. **REPAIR OF PREMISES.** Repairs of damage caused by Lessee shall be paid for by Lessee. Any decorations or remodeling shall be at the discretion and subject to the prior written approval of Lessor.
6. **ADDITIONAL SERVICES.** Lessee will also furnish and pay for routine maintenance of the grounds and building, except to the extent that damages or loss are covered by the insurance on the building as maintained by the Lessor.
7. **UNTENANTABLE PREMISES.** If the leased premises shall be damaged so as to be untenable, the rental payments shall abate from the date of such damage and shall not resume until the premises are restored to tenantable condition or until Lessor can provide alternate acceptable space to Lessee. Any prepaid payments shall be returned to Lessee for the period the premises are untenable.
8. **AUTOMATIC TERMINATION.** This Lease Agreement, if not previously terminated, shall automatically expire at the end of the term specified.

9. **AGREEMENT WITH KANSAS LAW.** This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
10. **BINDING EFFECT.** The terms and conditions of this Lease Agreement shall be binding upon the parties, their agents, administrators, or legal successors.
11. **RESPONSIBILITY FOR TAXES.** Lessor shall not be responsible for nor indemnify Lessee for any taxes, fees, or assessments which may be imposed or levied upon the subject matter of this Lease Agreement. It shall be the responsibility of the Lessee to pay all such taxes, fees, and assessments. If any taxes for which Lessee is liable under this Paragraph are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Lessee in the Premises and Landlord elects to pay the taxes based on such increase, Lessee shall pay to Landlord upon demand that part of such taxes for which Lessee is primarily liable hereunder.
12. **LIABILITY FOR DAMAGES.** Lessee agrees to hold harmless and indemnify Lessor from any and all claims that are brought or maintained by third parties against Lessor by reason of the acts or omissions of the Lessee.
13. **TERMINATION PRIOR TO EXPIRATION OF TERM** – Notwithstanding the length of the term of this lease agreement, Lessor may terminate this lease prior to the expiration of the term of the lease upon the lessee's failure to make lease payments, the lessee's use of the building for criminal activities, or significant damage to the property caused by the lessee's action. In this event, the Lessor will provide a 30 day written notice to:
 

LESSEE NAME	JTC Oil, Inc.
	PO Box 24386
City, State, Zip Code	Overland Park, KS 66283
14. **PURCHASE OPTION.** The Lessee shall have the exclusive first option to purchase this property at any time for One Hundred Fifty Thousand dollars (\$150,000.00). If Lessee desires to avail itself of this option, all lease payments made throughout the term of this and previous leases and renewal periods, shall be applied to the purchase price.
15. **MODIFICATION.** Lessor reserves the right to modify this Lease Agreement upon written notice to and subsequent written consent by Lessee. Modifications are subject to the same approvals and conditions as required for approval of this Lease Agreement.
16. **CONTRABAND.** Possession of illegal drugs or of firearms, alcoholic beverages, or other contraband on the premises is prohibited.

17. **ENTRY BY LANDLORD.** Lessee agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at reasonable hours (and in emergencies at all times) to inspect the same, or to show the Premises to insurers. Lessor shall give written notice to lessee at least five business days in advance of any entry upon the premises by lessor.
18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not voluntarily, involuntarily, or by operation of law, assign this Lease in whole or in part, nor sublet all or any part of the leased premises without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting. The foregoing shall be construed to include a prohibition against any assignment or subletting by operation of law. Lessor shall have the right to sell, convey, transfer or assign all or any part of its interest in the real property and the buildings of which the leased premises are a part of its interest in this Lease. All covenants and obligations of the Lessor under this Lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner or owners thereof or of the lease.
19. **MECHANIC'S LIENS.** Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or the Building and nothing in this Lease shall be deemed or construed in anyway as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises. In the event any such lien is attached to the Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be paid by Lessee to Landlord on demand as additional rent.
20. **Insurance.** Landlord shall maintain fire and extended coverage insurance on the Building and the Premises. Lessee shall be solely responsible for or insure any loss sustained by Lessee associated Lessee's use of the building. Lessor shall have no obligation or responsibility for any loss sustained by the Lessee related in any way to Lessee's use of the building leased pursuant to the terms of this lease.
21. **HOLD HARMLESS.** Landlord shall not be liable to Lessee, or to Lessee's agents, servants, employees, customers, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Lessee, its agents, servants, or employees, invitees, licensees or any other person entering the Premises under the invitation of Lessee or arising out of the use of the Premises by Lessee and the conduct of its business or out of a default by Lessee in the performance of its obligations hereunder. Lessee hereby agrees to hold Landlord harmless from all liability and claims for any such damage or injury.

## **22. EVENTS OF DEFAULT REMEDIES.**

- (a) The following events shall be deemed to be events of default by Lessee under this Lease:
- (i) Lessee shall fail to pay the Base Rental when due and following five (5) days written notice thereof and opportunity to cure;
  - (ii) Lessee shall fail to comply with any non-monetary provisions of this Lease or any other agreement between Landlord and Lessee all of which terms, provisions and covenants shall be deemed material within thirty (30) days following written notice thereof and opportunity to cure; provided, however, to the extent such non-monetary default cannot be cured within such 30-day time period, Lessee shall not be deemed in default as long as Lessee has commenced its efforts to cure such default and diligently pursues the same;
  - (iii) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Lessee;
  - (iv) (vi) Lessee files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Lessee under any such statute by any party other than Lessor or
  - (vii) as part of any Bankruptcy or insolvency proceeding a receiver or trustee shall be appointed for Lessee's leasehold interest in the Premises or for all or a substantial part of the assets of Lessee (the mere appointment of a receiver or trustee as part of any civil litigation shall not constitute a default under the terms of this agreement).
- (b) Upon the occurrence of any event or events of default by Lessee, as enumerated in Paragraph 22(a) above, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand for possession whatsoever :
- (i) terminate this Lease in which event Lessee shall immediately surrender the Premises to Landlord;
  - (ii) terminate Lessee's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease);
  - (iii) enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Lease; and Lessee further agrees that Landlord shall not be liable for any damages resulting to the Lessee from such action; and
  - (iv) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, expel or remove Lessee and any other person who may be occupying said Premises or any part thereof. In addition, the provisions of Paragraph 28 hereof shall apply with respect to the period from and after the giving of notice of such termination to Lessee. All Landlords' remedies shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

- (c) This Paragraph 22 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Lessee's right of occupancy, Lessee and Landlord hereby agree that notice, either oral or by telephone, or by any act of Landlord that comes to the attention of Lessee, its agents, servants or employees, which reflects Landlord's intention to terminate, shall be sufficient to evidence and effect the termination herein provided

for, but Lessee hereby agrees that, as between Landlord and Lessee, its successors and assigns, no such notice shall ever be necessary to effect a termination hereunder.

23. **PEACEFUL ENJOYMENT.** Lessee shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Lessee pays the rent and other sums herein recited to be paid by Lessee and performs all of Lessee's covenants and agreements herein contained. This covenant and any and all other covenants of Lessor shall be binding upon Lessor and its successors only with respect to breaches occurring during its or their respective periods of ownership of the Lessor's interest hereunder.
24. **HOLDING OVER.** In the event Lessee continues to occupy the Premises after the termination of Lessee's right of possession pursuant to Paragraph 22(b)(ii) hereof, Lessee shall, throughout the entire hold over period, pay rent equal on a per diem basis, to one and one-half times the Base Rental.
25. **NO IMPLIED WAIVER.** The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Lessee or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
26. **LIMITATION ON LIABILITY.** The liability of Landlord to Lessee for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and Lessee agrees to look solely to Landlord's interest in the Building for the recovery of any judgment from the Landlord, it being intended that Landlord shall not be liable for any judgment or deficiency. Provided however, if any default hereunder is determined to be the result of Landlord's gross negligence, willful misconduct or an intentional breach of this agreement, the limitations upon Landlord's liability contained in this paragraph shall not apply and Landlord will be liable for the full amount of any judgment or deficiency.
27. **NOTICE.** Any notice in this lease provided for must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, addressed to the party to be notified at the address stated in this Lease or such other address notice of which has been



CERTIFICATION STATEMENT – I certify that this lease agreement is entered into within the authority of law, is with my approval, and that the person signing said agreement for the Lessee immediately below is authorized to do so.

_____ Lessee	Tom Cain	_____ Title	President	_____ Date
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DRAFT



# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** **2017 Budget Amendment**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Included in this document are the proposed budget amendments for 2017. The three amendments simply reflect the Revised 2017 Budget amounts that were discussed when approving the 2017 Budget, with one exception. The Industrial Fund revised amount is being increased by \$150,000 to reflect running the purchase and financing of the grocery store equipment through the fund. This merely increases the expenditure limit and does not change the ending balance projections.

I am proposing publishing the budget amendment on Wednesday the 22<sup>nd</sup> or 29<sup>th</sup>, and holding the hearing at our regularly scheduled meeting on December 14. At that meeting we will do a more in-depth review of the year-end status of major funds. A summary of my current year estimate sheet is included.

**COUNCIL ACTION NEEDED:** None. Staff will publish in the newspaper on November 22 or 29, and set the hearing date for December 14. Staff reserves the right to add some other possible increases to the publication should a closer review of finances reveal it is necessary.

**STAFF RECOMMENDATION TO COUNCIL:** Review and discuss.

Cash Report - All Funds

No.	Fund	Beginning Balance	Budget Revenues	Budget Expend	Proj. End Balance	YTD Revenues	YTD Expend	YTD End Balance	Est Change In Balance	Approved Expend	Over/(Under) Approved	Rec Amend	Change
1	General Operating Fund	\$ 431,993	\$ 2,443,136	\$ 2,579,633	\$ 295,495	\$ 2,487,724	\$ 2,539,457	\$ 380,260	\$ 84,765	\$ 2,638,308	\$ (98,851)	\$ -	\$ -
2	Water Fund	243,189	921,197	1,018,834	145,552	885,494	973,716	154,968	9,416	1,053,775	(80,059)	-	-
3	Electric Fund	427,571	3,757,170	3,885,556	299,184	3,635,057	3,840,948	221,680	(77,505)	4,223,746	(382,798)	-	-
4	Employee Benefit Fund	83,707	812,923	739,063	157,568	817,973	745,584	156,096	(1,471)	825,610	(80,027)	-	-
5	Refuse Fund	7,760	430,500	431,000	7,260	404,420	398,314	13,865	6,606	431,500	(33,186)	-	-
6	Library Fund	108,330	41,000	7,000	142,330	43,339	43,997	107,672	(34,659)	114,000	(70,003)	-	-
7	Recreation Fund	-	-	-	-	1	1	-	-	2,000	(1,999)	-	-
8	Rural Fire Fund*	-	-	-	-	-	-	-	-	-	-	-	-
9	Industrial Fund	70,913	84,860	78,138	77,635	235,203	220,412	85,703	8,069	105,500	114,912	228,138	122,638
10	Revolving Loan Fund*	-	-	-	-	-	-	-	-	-	-	-	-
11	Special Parks and Recreation Fund	100,084	24,830	90,290	34,623	19,984	62,454	57,613	22,990	50,000	12,454	90,290	40,290
12	Street Improvements Fund	148,184	120,100	141,960	126,304	119,798	134,931	133,051	6,747	157,980	(23,049)	-	-
13	Bond & Interest Fund	202,542	781,101	799,069	184,574	791,374	800,969	192,946	8,373	939,069	(138,100)	-	-
14	Public Safety Equipment Fund	15,083	105,845	117,063	3,865	116,225	116,592	14,716	10,851	64,800	51,792	117,063	52,263
15	Insurance Proceeds Fund*	1	-	-	1	-	-	1	-	-	-	-	-
16	Sewer Fund	153,253	897,320	877,043	173,529	876,978	865,899	164,332	(9,197)	979,430	(113,532)	-	-
17	Recreation Employee Benefits Fund	-	-	-	-	0	0	-	-	1,000	(1,000)	-	-
18	Golf Course Fund	1,399	302,049	301,563	1,885	307,763	298,923	10,239	8,354	313,946	(15,023)	-	-
19	Special Revenue - Fire Equipment	-	-	-	-	-	-	-	-	-	-	-	-
20	Special Revenue - 911 Fund	9,897	-	-	9,897	-	-	9,897	-	9,897	(9,897)	-	-
21	LLEBG Grant*	-	-	-	-	-	-	-	-	-	-	-	-
22	Tourism Fund	36,462	47,758	53,374	30,846	51,590	58,537	29,515	(1,331)	85,350	(26,813)	-	-
23	Evidence Liability*	12,900	-	-	12,900	-	-	12,900	-	-	-	-	-
24	Capital Improvements - General*	138,539	130,000	197,116	71,423	130,000	145,393	123,146	51,723	145,000	393	-	-
25	Capital Improvements - Streets*	116,594	2,200,000	2,228,290	88,304	1,652,000	267,362	1,501,232	1,412,928	1,200,000	(932,638)	-	-
26	Capital Improvements - Sewer*	4,000	-	-	4,000	-	-	4,000	-	-	-	-	-
27	Capital Improvements - Grants*	74,142	272,306	346,448	-	272,306	206,500	139,948	139,948	-	206,500	-	-
28	Capital Improvements - Water*	-	-	-	-	-	-	-	-	-	-	-	-
33	Capital Improvements - Electric*	3,029,841	-	2,579,841	450,000	11,999	928,557	2,113,283	1,663,283	450,000	478,557	-	-
43	Electric Debt Service	147,866	435,725	433,600	149,991	435,725	433,601	149,990	(1)	443,600	(9,999)	-	-
50	Cafeteria 125*	43,827	60,000	52,500	51,327	52,407	39,279	56,955	5,628	52,500	(13,221)	-	-
51	Court ADSAP*	7,401	-	-	7,401	-	-	7,401	-	-	-	-	-
52	Court Bonds*	13,270	20,000	20,000	13,270	20,295	20,040	13,525	255	20,040	20,040	-	-
53	Forfeitures*	978	-	-	978	1,875	1,000	1,853	875	-	1,000	-	-
	* Non-Budgeted Funds	\$ 5,629,724	\$ 13,887,820	\$ 16,977,403	\$ 2,540,141	\$ 13,369,531	\$ 13,142,466	\$ 5,856,788	\$ 3,316,647	\$ 14,287,012	\$ (1,144,545)	-	-
	Budgeted Funds Only	\$ 2,040,366	\$ 10,769,789	#####	\$ 1,690,547	\$ 10,792,923	\$ 11,100,734	\$ 1,732,555	\$ 42,008	\$ 12,439,512	\$ (895,177)	-	-

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** Utility Rate Changes

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** As we are working on utility rate increases for the Electric and Water Funds, we have several directions we could go. I have a few issues about which I would like to get some input from the Council. These issues are:

1. **Should we attempt to flatten electric rates?** We need to increase rates by about 3.5% or \$125,000 per year just to get balanced on operating expenses. We can either raise everything by 3.5% (a combo of meter fees and rates). There are a lot of current tiers in our rates and it is hard for the public to calculate, which hurts transparency. On the other hand, trying to get to one flat rate will create winners and losers.
2. **Should we concentrate more on rates (usage based) and less on meter fees (fixed costs)?** Given we may need to do a fixed surcharge on each bill in the near future to pay for a finance and metering system, I think the degree of fixed cost should be taken into account.
3. **Should we consider making the meter charge truly a “meter” charge?** Some municipalities charge a meter fee to each customer, whether or not the service is active. Meaning the cost is related to having the meter and not the service. This is particularly an issue in cities where there is a large transient population or vacant structures.
4. **Should we base water meter fees on the size of the meter?** The cost to replace a larger meter (non-residential) is exponentially more expensive than a standard water meter. Many cities are moving to charging a fee based on the size of the meter since the cost of replacement is higher and also because it has the ability to create more demand.

It is hard to estimate the impact of all of these changes, so it is imperative that staff is able to concentrate on those issues which are a higher priority to the council. Staff expects to have a proposal to the Council at the November 30 meeting for adoption at one of the meetings in December.

**COUNCIL ACTION NEEDED:** Provide guidance to staff.

## 12 MO ROLLING RATE COMPARISON SUMMARY-OSAWATOMIE

2017		Residential								
September		Inside City			Westar Comparison			KCPL Comparison		
	kWh	ECA	Total Cost	Cost/kWh	Total Cost	Cost/kWh	% Diff	Total Cost	Cost/kWh	% Diff
Jan 17	1,182	\$0.0120	\$131.63	\$0.11136	\$157.61	0.13334166	-19.7%	\$178.62	\$0.1511	-35.7%
Feb 17	636	\$0.0138	\$83.55	\$0.13137	\$94.37	\$0.1484	-12.9%	\$104.85	\$0.1649	-25.5%
Mar 17	705	\$0.0164	\$91.78	\$0.13019	\$102.88	\$0.1459	-12.1%	\$114.44	\$0.1623	-24.7%
Apr 17	603	\$0.0136	\$80.39	\$0.13332	\$92.07	\$0.1527	-14.5%	\$103.69	\$0.1720	-29.0%
May 17	753	\$0.0199	\$99.03	\$0.13151	\$111.31	\$0.1478	-12.4%	\$125.11	\$0.1661	-26.3%
Jun 17	1,088	\$0.0216	\$133.85	\$0.12303	\$154.08	\$0.1416	-15.1%	\$171.43	\$0.1576	-28.1%
Jul 17	1,329	\$0.0220	\$158.51	\$0.11927	\$189.87	\$0.1429	-19.8%	\$205.43	\$0.1546	-29.6%
Aug 17	1,319	\$0.0141	\$146.82	\$0.11131	\$188.58	\$0.1430	-28.4%	\$201.32	\$0.1526	-37.1%
Sep 17	851	\$0.0191	\$107.96	\$0.12687	\$124.95	\$0.1468	-15.7%	\$141.33	\$0.1661	-30.9%
Oct 16	592	\$0.0190	\$82.66	\$0.13962	\$88.55	\$0.1496	-7.1%	\$82.42	\$0.1392	0.3%
Nov 16	617	\$0.0161	\$83.26	\$0.13494	\$91.62	\$0.1485	-10.0%	\$83.76	\$0.1357	-0.6%
Dec 16	1,241	\$0.0176	\$144.07	\$0.11609	\$164.01	\$0.1322	-13.8%	\$146.42	\$0.1180	-1.6%
<b>10,916</b>			<b>\$1,343.51</b>	<b>\$0.12308</b>	<b>\$1,559.89</b>	<b>\$0.14290</b>	<b>-16.1%</b>	<b>\$1,658.83</b>	<b>\$0.15196</b>	<b>-23.5%</b>

### Small General Service

		Inside City		Westar Comparison			KCPL Comparison			
	kWh	kW	Total Cost	Cost/kWh	Total Cost	Cost/kWh	% Diff	Total Cost	Cost/kWh	% Diff
Jan 17	631	4	\$99.21	\$0.15722	\$100.24	0.15886283	-1.0%	\$121.05	\$0.1918	-22.0%
Feb 17	558	3	\$91.79	\$0.16450	\$91.65	\$0.1642	0.2%	\$107.46	\$0.1926	-17.1%
Mar 17	457	3	\$80.36	\$0.17584	\$79.77	\$0.1745	0.7%	\$92.76	\$0.2030	-15.4%
Apr 17	467	6	\$80.32	\$0.17199	\$87.29	\$0.1869	-8.7%	\$97.32	\$0.2084	-21.2%
May 17	472	7	\$84.24	\$0.17848	\$93.14	\$0.1973	-10.6%	\$105.97	\$0.2245	-25.8%
Jun 17	758	7	\$121.95	\$0.16089	\$131.51	\$0.1735	-7.8%	\$169.58	\$0.2237	-39.1%
Jul 17	1,121	7	\$168.58	\$0.15038	\$181.70	\$0.1621	-7.8%	\$245.38	\$0.2189	-45.6%
Aug 17	1,070	7	\$152.86	\$0.14286	\$175.94	\$0.1644	-15.1%	\$232.69	\$0.2175	-52.2%
Sep 17	791	7	\$123.99	\$0.15675	\$142.09	\$0.1796	-14.6%	\$164.32	\$0.2077	-32.5%
Oct 16	532	7	\$91.72	\$0.17241	\$103.60	\$0.1947	-13.0%	\$109.25	\$0.2054	-19.1%
Nov 16	513	7	\$87.74	\$0.17103	\$96.17	\$0.1875	-9.6%	\$104.77	\$0.2042	-19.4%
Dec 16	556	7	\$93.86	\$0.16880	\$101.16	\$0.1819	-7.8%	\$109.72	\$0.1973	-16.9%
<b>7,926</b>	<b>7</b>		<b>\$1,276.61</b>	<b>\$0.16107</b>	<b>\$1,384.26</b>	<b>\$0.17465</b>	<b>-8.4%</b>	<b>\$1,660.27</b>	<b>\$0.20947</b>	<b>-30.1%</b>

### Medium General Service

		Inside City		Westar Comparison			KCPL Comparison			
	kWh	kW	Total Cost	Cost/kWh	Total Cost	Cost/kWh	% Diff	Total Cost	Cost/kWh	% Diff
Jan 17	85,200	146	\$7,123.26	\$0.08361	\$8,021.00	0.09414317	-12.6%	\$8,178.02	\$0.0960	-14.8%
Feb 17	70,080	139	\$6,189.43	\$0.08832	\$7,394.12	\$0.1055	-19.5%	\$6,975.68	\$0.0995	-12.7%
Mar 17	67,680	134	\$6,169.81	\$0.09116	\$7,294.63	\$0.1078	-18.2%	\$6,719.00	\$0.0993	-8.9%
Apr 17	82,560	221	\$7,798.85	\$0.09446	\$8,595.54	\$0.1041	-10.2%	\$9,731.51	\$0.1179	-24.8%
May 17	88,080	214	\$8,714.35	\$0.09894	\$8,706.09	\$0.0988	0.1%	\$10,775.18	\$0.1223	-23.6%
Jun 17	126,960	290	\$12,586.09	\$0.09913	\$12,442.02	\$0.0980	1.1%	\$16,332.41	\$0.1286	-29.8%
Jul 17	130,800	298	\$13,014.06	\$0.09950	\$13,178.69	\$0.1008	-1.3%	\$17,361.47	\$0.1327	-33.4%
Aug 17	141,600	346	\$13,083.12	\$0.09239	\$14,795.00	\$0.1045	-13.1%	\$18,843.40	\$0.1331	-44.0%
Sep 17	135,600	305	\$13,022.89	\$0.09604	\$13,587.24	\$0.1002	-4.3%	\$16,380.70	\$0.1208	-25.8%
Oct 16	111,120	259	\$10,759.95	\$0.09683	\$10,599.35	\$0.0954	1.5%	\$12,790.86	\$0.1151	-18.9%
Nov 16	94,080	240	\$9,020.41	\$0.09588	\$9,198.95	\$0.0978	-2.0%	\$10,969.18	\$0.1166	-21.6%
Dec 16	67,680	134	\$6,258.33	\$0.09247	\$7,246.79	\$0.1071	-15.8%	\$6,955.64	\$0.1028	-11.1%
<b>1,201,440</b>	<b>346</b>		<b>\$113,740.54</b>	<b>\$0.09467</b>	<b>\$121,059.41</b>	<b>\$0.10076</b>	<b>-6.4%</b>	<b>\$142,013.06</b>	<b>\$0.11820</b>	<b>-24.9%</b>

10/18/2017 17:38

% Difference column represents the % that Westar is higher (-x.xx%) or lower (x.xx%) than the city calculated as (City rate - Westar rate)÷City rate  
2017-11-09 Revised Agenda Packet v1

**OSAWATOMIE FEE SCHEDULE**  
**Approved 12/22/2016; Resolution No. 735**  
**Changes Effective - January 1, 2017**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE
<b>UTILITIES:</b>					
<b>ADMINISTRATIVE</b>					
15-126	3744	Customer utility service fee (connections & transfers)	\$15.00	13-Dec-07	\$20.00 + tax
15-130	3744	Utility Deposits Residential - single family or unit Commercial - average of previous 3 mos or similar business Senior citizen housing unit	\$100.00 \$300.00 \$50.00	13-Dec-07	\$200.00 \$300 min \$75.00
15-126	3744	Late charge for delinquent utility bills Monthly interest rate for unpaid balances over one month past due Termination Fee	3%	11-Dec-08 22-Dec-16 22-Dec-16	7% of amount billed 1.0% on balance due \$25.00 + tax
<b>ELECTRIC SERVICE RATES</b>					
15-308	3744	Residential* Meter Charge First 100 kwh per month Next 400 kwh per month Next 1,000 kwh per month All over 1,500 kwh per month  Small General* Meter Charge First 100 kwh per month Next 400 kwh per month Next 1,500 kwh per month Next 3,000 kwh per month Next 5,000 kwh per month All over 10,000 kwh per month  Large General (Demand Meters)* Demand Demand Charge First 150 demand kWh (150 x demand) Next 150 demand kWh (150 x demand) All additional kWh Customer Charge Minimum bill	\$10.00 \$0.156 \$0.100 \$0.079 \$0.077  \$15.00 \$0.137 \$0.121 \$0.103 \$0.100 \$0.088 \$0.082  \$5.81 \$0.068 \$0.062 \$0.053 \$75.00 demand + cc	13-Dec-12 25-Sep-08 " " " 13-Dec-12 25-Sep-08 " " " " " 25-Sep-08	\$9.00 0.150/kwh \$0.096/kwh \$0.076/kwh \$0.074/kwh  \$14.00 \$0.126/kwh \$0.111/kwh \$0.095/kwh \$0.092/kwh \$0.081/kwh \$0.075/kwh  Minimum kW demand or 60% of highest summer kW demand \$5.35/kW of Demand \$0.063/demand kWh \$0.057/demand kWh \$0.049/kWh \$75.00/mo demand + customer chg

**OSAWATOMIE FEE SCHEDULE**  
**Approved 12/22/2016; Resolution No. 735**  
**Changes Effective - January 1, 2017**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE
		School District* Demand Meters		17-Dec-15	Minimum kW demand or 60% of highest summer kW demand \$5.35/kW of Demand \$0.059/demand kWh \$0.053/demand kWh \$0.049/kWh \$75.00/mo demand + customer chg
		Demand Charge First 150 kWh * demand kW per month Next 150 kWh * demand kW per month All additional kWh Customer Charge Minimum bill			
		City Use & School District Non-Demand* First 100 kwh per month All over 100 kwh per month	\$0.115 \$0.083	17-Dec-15 12-Oct-95	(school added) \$0.115 per kwh \$0.083 per kwh
15-312	3744	Outside City Limits Energy Cost Adjustment (ECA) Charge* Base Rate for Calculation (Calculation in Ordinance) ECA Calculation Period * ECA applied to all electric rates		14-Dec-06	50% over rates listed above
15-126	3744	Service Connection Regular meter - res. & small commercial - 200 amps & less Demand meter - 400 amps & more Padmount transformer	\$0.05/kWh thru Jan 2016 Based on 3 month rolling average of actual costs	17-Dec-15 17-Dec-15	\$0.04/kWh beg. Feb 2016 billing Based on energy costs for actual billing period
15-126	3744	Temporary Electric Hookup rate installation deposit	as applicable as applicable		\$500.00 \$750.00 cost + labor + 10%
15-126	3744	Security/Yard Lights Monthly Rate Installation Pole After Hours Repair	\$7.50 \$60.00 \$60.00	14-Dec-06 14-Dec-06 13-Dec-12	as applicable \$100.00 \$100.00 \$9.50 per month \$20.00 per month \$100 per light \$100 per pole \$150 per pole \$125/hr equipment charge + \$75/hour per employee





**OSAWATOMIE FEE SCHEDULE**  
**Approved 12/22/2016; Resolution No. 735**  
**Changes Effective - January 1, 2017**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE
<b>SEWER SERVICE CHARGES</b>					
15-126	3744	Inside City Limits Fixed Charges			
		Monthly user charge	\$4.33	18-Dec-14	\$5.00
		Monthly net capital charge	\$21.75	"	\$23.25
		Minimum monthly charge (user charge + net capital charge)	\$28.00 per housing unit	12-May-16	\$28.25 per housing unit
		Volume Charges			
		Volume charge per 100 gallons of metered water	\$0.27 per 100 gallons	12-May-16	\$0.29 per 100 gallons
		Volume charge based on metered water used during two month winter average (Dec-Jan). No charge for water meters dedicated to lawns or other non-sewer users. Staff may delay 1-2 months for weather event. If winter history average is not yet established.		12-May-16	Based on two month winter average
		Residential Charge			Bill based on 4,000 gallon usage
		Non-Residential Charge		"	Based on Actual Usage
		Outside City limits		14-Dec-06	50% over rates listed above
		Service to the State Hospital			
		Monthly user charge	\$2.33	18-Dec-14	\$5.00
		Monthly net capital charge	\$5,953.37	"	\$9,545.93
		Minimum monthly charge (user charge + net capital charge)	\$5,955.70	"	\$9,550.93
		Volume charge per 100 gallons of metered water	\$.27 per 100 gallons	12-May-16	\$0.29 per 100 gallons
		Extra Strength Sewage Surcharge		18-Dec-14	$S = V_s \times 0.00624 [\$2.647 (BOD-300) + \$1.942 (SS-350)]$
		BOD	\$0.2364 per pound	"	\$0.2647 per pound
		Suspended Solids	\$0.1734 per pound	"	\$0.1942 per pound
15-403	Ord 3496	Service Connection connection within existing districts reconnection	\$250.00 \$50.00	13-Dec-07	\$350.00 \$50.00
		Amortization Assessment fee - outside the bounds of an assessed improvement district	\$1,000.00	14-May-98	\$1,000.00
		Private system inspection & permit fee - does not include regular plumbing permit fee		28-Jul-05	\$50.00

**OSAWATOMIE FEE SCHEDULE**  
**Approved 12/22/2016; Resolution No. 735**  
**Changes Effective - January 1, 2017**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE
<b>WATER SERVICE RATES</b>					
15-217	3744	Residential First 1,500 gallons per month Next 2,200 gallons per month	\$9.50 meter fee \$.42 per 100 gallons	12-May-16 "	\$10.50 meter fee \$.45 per 100 gallons
		Commercial Meter Fee Up to 75,000 gallons per month Over 75,000 gallons per month <i>* top tier increase per 100 gal each year until tier is eliminated</i>	\$9.50 \$.42 per 100 gal \$.34 per 100 gal \$.02 per 100 gal	12-May-16 " " "; 14-Dec-06	\$10.50 \$.45 per 100 gal \$.36 per 100 gal \$.02 per 100 gal 50% over rates listed above
		Outside City Limits State Hospital and Rural Water Districts Meter Charge Usage Rate	\$25.00 \$2.90 per thousand	12-May-16 "	\$26.00 \$3.10 per thousand
		Bulk Water Sales Per Thousand Gallons Per 100 Gallons Hydrant Meter Fee	\$5.50 \$0.55	12-May-16 "	\$5.80 \$0.58 \$25.00
15-204	3744	State Water Protection Fee - State mandated New Service Connection - tap, service line & meter 3/4 inch meter or 5/8 inch meter meter larger than 3/4 inch Temporary Water Service rate installation deposit fire hydrant water meter deposit	\$0.032	17-Dec-09	\$0.032 per thousand gallons \$750.00 time & material + \$750.00 bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 9, 2017

**AGENDA ITEM:** **Leak Adjustment and Cold Weather Policies**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** With the cold weather season approaching, city staff believes it is a good time to revisit and solidify city policies regarding water leak adjustments and the cold weather shut-off policy. Drafts of the above mentioned policies are attached.

The Cold Weather Rule Policy is intended to clarify the procedures for electric utility disconnections during the winter months. Many people believe the city is required to follow the Kansas Corporation Commission (KCC) cold weather rule, however as the owner of our own distribution the city is not under the jurisdiction of KCC. Electric Cooperatives and municipal utilities generally do not fall under the jurisdiction of the KCC. The city, however, does not wish to disconnect customers utilities in cases of extreme cold for customers who are regularly on time with their payment.

The cold weather policy outlines procedures for disconnection during the “cold weather period” lasting from November 1 to March 31. The policy states that the city will not be conducting regular shut-offs during the cold weather months but customers must still pay their bill to guarantee their utilities will not be disconnected. In certain cases, the city will disconnect utilities regardless of the temperature and forecast. All customers who are scheduled to be disconnected during the winter months are initially notified of their shut-off. We will post a notice to our webpage when the temperature rises enough to start shutting off people. This will provide the customer the opportunity to sign up for notifications from our website in order to prepare.

The purpose of a water leak adjustment policy to set procedures by which customers may request an adjustment to their water bill in the event of a water leak. Customers may be eligible for a water leak adjustment only in circumstances beyond the control of the customer and must not be due to negligence by the customer, homeowner, or contractor. Leak adjustment credits will not be approved for avoidable leaks that are within the customer’s direct control. To receive the bill adjustment customers must notify the City’s Utility Billing Office and provide proof of repair before the adjustment

will be made. All requests are evaluated on average water consumption for the billing period and approval comes at the discretion of the city clerk.

**COUNCIL ACTION NEEDED:** Review and discuss. Provide direction to staff.

**STAFF RECOMMENDATION TO COUNCIL:** Review the policies and approve as drafted.

# CITY OF OSAWATOMIE



Subject <b>Cold Weather Rule</b>		Draft No. <b>2017-01</b>
Adopted	Revised	Rescinded
Authorization		Date

## A. Statement of Purpose

The City will generally not shut-off electric service for non-payment during cold weather months. Although the Kansas Corporation Commission’s “Cold Weather Rule” does not apply to municipally owned utilities like the City of Osawatomie, the City will follow portions of the KCC’s Rule to help ensure electric service will not be shut-off in cases of extreme cold. The purpose of this policy is to detail the City’s policies and procedures for shut-off during the cold weather months.

## B. Policy

The period of observance for the Cold Weather Rule will be from November 1<sup>st</sup> through March 31<sup>st</sup> each winter season. During these months the City will not shut-off electric utilities if the National Weather Service forecasts the temperature for Osawatomie to drop below 35 degrees in the following 48 hours.

In accordance with the City’s Utility Billing Policy, shut-offs will not be conducted on Fridays or the day prior to a holiday. If the temperature drops below 35 degrees after a service has been shut-off, the customer’s electric service will not be re-established until payment arrangements have been made with the City.

The City reserves the right to shut off water service for the non-payment of bills.

## C. Procedures

The City may still conduct shutoffs during the winter months. Shut-off notices will still be issued according to standard Utility Billing procedures and any delinquency fees or interest on outstanding balances will still apply. After receiving notice of an impending shutoff, the service will be shut-off once the shut-off date has passed and the temperature forecast meets the Rule’s criteria.

Prior to implementing shut-offs that are delayed after the shut-off day, due to observance of the Cold Weather Rule, the City will post a notice on the News Flash section of its website that electric utilities will be shut-off for all delinquent customers beginning at a certain date and time. Customers wishing to monitor such notices may sign-up for notifications from the web page.

The Cold Weather Rule will not apply to customers who have entered into a previous payment plan with the City. These customers will be required to pay their agreed upon installments in order to avoid disconnection.

Customers will still be required to pay their utility bills to guarantee their utilities will not be shut-off or disconnected. In certain cases, such as violation of a payment agreement, fraud or criminal activity, the City has the right to shut-off or disconnect utilities for non-payment during the period of time the Cold Weather Rule is in effect.

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# CITY OF OSAWATOMIE



Subject <b>Water Leak Adjustment Policy</b>		Draft No. <b>2017-02</b>
Adopted	Revised	Rescinded
Authorization		Date

## A. Statement of Purpose

The purpose of this policy is to provide an opportunity for customers to request consideration for a financial adjustment to water use charges where there is an unexplained increase in consumption. The City may upon written request of a customer adjust such customer's bill due to circumstances beyond the reasonable control of the customer

## B. Policy

A leak adjustment is a financial adjustment to water usage charges caused by a loss or leak on the customer's side of the meter. A determination of whether an adjustment is granted shall be made at the discretion of the City Clerk. There will be a maximum of one adjustment allowed in a 12 month period and a maximum of two adjustments in a 36 month period. The adjusted water amount shall in no case be less than the previous 36 month average consumption.

In making the determination, the City Clerk may take into account the cause of water loss, the customer's opportunity to detect it, and any negligence of the customer. Cause for a water leak adjustment must be due to circumstances beyond the customers "reasonable" control, such as a mechanical malfunction, blind leak, theft, or vandalism. Leak adjustments will cover no more than two consecutive months. The account must remain current and bills paid by the due date to avoid additional service charges.

All leak adjustments must be approved by the City Clerk. A notice or report of all monthly leak adjustments will be provided to the City Manager and kept as a record in City Clerk's Office as the City Clerk directs.

## C. Procedures

**Granting a Leak Adjustment.** A leak adjustment may be granted when ALL of the following conditions are present:

- Customer notifies the City of Osawatอมie Utility Billing Department of an excessive utility bill that may be related to a leak.
- Consumption exceeds the customer's previous 12-month average usage by more than 50%.
- Leak occurred on the customer's side of the meter.
- Receipt or proof of repair provided.

No adjustments will be granted where any of the following situations exist:

- Usage above the customer's average monthly consumption is a result of seasonal usage such as watering sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- Leak was caused by a third party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage, unoccupied or vacant properties.
- When leak continues for three (3) or more months, there will be no adjustment for the third or subsequent months.
- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a City of Osawatอมie employee and that action results in loss of water.
- Leak adjustment credits will not be approved for avoidable leaks that are within the customer's direct control. Examples of avoidable leaks not eligible for leak adjustment credits include leaky toilets, dripping faucets, poorly maintained water softeners, burst hoses, unattended nozzles, faulty irrigation valves, damaged irrigation sprinkler heads, or repeated leaking in the same pipe or plumbing system, whether underground or not.

**Applying for a Leak Adjustment.** Customers will be required to file a written request for a water leak adjustment. The request must include ALL of the following information:

- Date of request
- Account Number Name
- Service address
- Daytime Phone
- Evening Phone
- Date Leak was Discovered
- Date Leak was Repaired
- Description of leak (faucet, toilet, underground, etc.)
- Explanation of repair
- Receipts or proof of repair will be required

Completion of a leak adjustment request does not guarantee an adjustment will be made to the customer's utility bill.

**Determination of the Adjustment Amount.** A City employee will check the water meter to verify that the leak has been fixed. Customers must make reasonable efforts to locate the leak and initiate repairs within 30 days of the City's or customers initial notification of increased usage.



All requests are to be evaluated on average water consumption for the billing period. The City Clerk will attempt to identify normal water use for the period, plus an additional 25%, by using data from previous months, previous years, and/or calculation of water usage for certain activities on the property.

The City Clerk may temporarily waive the payment requirement of water portion of the bill for a period of time for those leaks that are more than double the average usage. However, the remaining account must remain current and bills paid by the due date to avoid additional service charges.

Once a complete application is provided, the leak adjustment process can take up to 14 days to complete.

## **D. Attachments**

Appendix A: Water Leak Adjustment Request

DRAFT



**Water Leak Adjustment Request**

A leak adjustment is a financial adjustment to water usage charges caused by a loss or leak on the customer's side of the meter. A determination of whether an adjustment is granted shall be made at the discretion of the City Clerk.

Account Holder \_\_\_\_\_ Date \_\_\_\_\_

Service Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Date Leak Discovered \_\_\_\_\_ Date Leak was Repaired \_\_\_\_\_

Description of Leak \_\_\_\_\_

\_\_\_\_\_

Description of Repair \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion of a leak adjustment request does not guarantee an adjustment will be made to your City of Osawatome utility bill. All requests are evaluated on average water consumption for the billing period. Copies of invoices or receipts for repairs will be requested. The account must remain current and bills paid by the due date to avoid additional service charges. A City employee will check the water meter to verify that the leak has been fixed. Customers must make reasonable efforts to locate the leak and initiate repairs within 30 days of the City's or customers initial notification of increased usage

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Complete this form and return to Utility Billing at 439 Main Street Osawatome, KS 66064. If you have any questions please call Utility Billing at 913-755-2146**

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

# CITY OF OSAWATOMIE



Subject <b>Water Leak Adjustment Policy</b>		Draft No. <b>2017-02</b>
Adopted	Revised	Rescinded
Authorization		Date

## A. Statement of Purpose

The purpose of this policy is to provide an opportunity for customers to request consideration for a financial adjustment to water use charges where there is an unexplained increase in consumption. The City may upon written request of a customer adjust such customer's bill due to circumstances beyond the reasonable control of the customer

## B. Policy

A leak adjustment is a financial adjustment to water usage charges caused by a loss or leak on the customer's side of the meter. A determination of whether an adjustment is granted shall be made at the discretion of the City Clerk. There will be a maximum of one adjustment allowed in a 12 month period and a maximum of two adjustments in a 36 month period. The adjusted water amount shall in no case be less than the previous 36 month average consumption.

In making the determination, the City Clerk may take into account the cause of water loss, the customer's opportunity to detect it, and any negligence of the customer. Cause for a water leak adjustment must be due to circumstances beyond the customers "reasonable" control, such as a mechanical malfunction, blind leak, theft, or vandalism. Leak adjustments will cover no more than two consecutive months. The account must remain current and bills paid by the due date to avoid additional service charges.

All leak adjustments must be approved by the City Clerk. A notice or report of all monthly leak adjustments will be provided to the City Manager and kept as a record in City Clerk's Office as the City Clerk directs.

## C. Procedures

**Granting a Leak Adjustment.** A leak adjustment may be granted when ALL of the following conditions are present:

- Customer notifies the City of Osawatomi Utility Billing Department of an excessive utility bill that may be related to a leak.
- Consumption exceeds the customer's previous 12-month average usage by more than 50%.
- Leak occurred on the customer's side of the meter.
- Receipt or proof of repair provided.

No adjustments will be granted where any of the following situations exist:

- Usage above the customer's average monthly consumption is a result of seasonal usage such as watering sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- Leak was caused by a third party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage, unoccupied or vacant properties.
- When leak continues for three (3) or more months, there will be no adjustment for the third or subsequent months.
- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a City of Osawatomi employee and that action results in loss of water.
- Leak adjustment credits will not be approved for avoidable leaks that are within the customer's direct control. Examples of avoidable leaks not eligible for leak adjustment credits include leaky toilets, dripping faucets, poorly maintained water softeners, burst hoses, unattended nozzles, faulty irrigation valves, damaged irrigation sprinkler heads, or repeated leaking in the same pipe or plumbing system, whether underground or not.

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- Date of request
- Account Number Name
- Service address
- Daytime Phone
- Evening Phone
- Date Leak was Discovered
- Date Leak was Repaired
- Description of leak (faucet, toilet, underground, etc.)
- Explanation of repair
- Receipts or proof of repair will be required

Completion of a leak adjustment request does not guarantee an adjustment will be made to the customer's utility bill.

**Determination of the Adjustment Amount.** A City employee will check the water meter to verify that the leak has been fixed. Customers must make reasonable efforts to locate the leak and initiate repairs within 30 days of the City's or customers initial notification of increased usage.

All requests are to be evaluated on average water consumption for the billing period. The City Clerk will attempt to identify normal water use for the period, plus an additional 25%, by using data from previous months, previous years, and/or calculation of water usage for certain activities on the property.

The City Clerk may temporarily waive the payment requirement of water portion of the bill for a period of time for those leaks that are more than double the average usage. However, the remaining account must remain current and bills paid by the due date to avoid additional service charges.

Once a complete application is provided, the leak adjustment process can take up to 14 days to complete.

## **D. Attachments**

Appendix A: Water Leak Adjustment Request

DRAFT



**Water Leak Adjustment Request**

A leak adjustment is a financial adjustment to water usage charges caused by a loss or leak on the customer's side of the meter. A determination of whether an adjustment is granted shall be made at the discretion of the City Clerk.

Account Holder \_\_\_\_\_ Date \_\_\_\_\_

Service Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Date Leak Discovered \_\_\_\_\_ Date Leak was Repaired \_\_\_\_\_

Description of Leak \_\_\_\_\_

\_\_\_\_\_

Description of Repair \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion of a leak adjustment request does not guarantee an adjustment will be made to your City of Osawatome utility bill. All requests are evaluated on average water consumption for the billing period. Copies of invoices or receipts for repairs will be requested. The account must remain current and bills paid by the due date to avoid additional service charges. A City employee will check the water meter to verify that the leak has been fixed. Customers must make reasonable efforts to locate the leak and initiate repairs within 30 days of the City's or customers initial notification of increased usage

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Complete this form and return to Utility Billing at 439 Main Street Osawatome, KS 66064. If you have any questions please call Utility Billing at 913-755-2146**

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

# CITY OF OSAWATOMIE



Subject <b>Cold Weather Rule</b>		Draft No. <b>2017-01</b>
Adopted	Revised	Rescinded
Authorization		Date

## A. Statement of Purpose

The City will generally not shut-off electric service for non-payment during cold weather months. Although the Kansas Corporation Commission’s “Cold Weather Rule” does not apply to municipally owned utilities like the City of Osawatomie, the City will follow portions of the KCC’s Rule to help ensure electric service will not be shut-off in cases of extreme cold. The purpose of this policy is to detail the City’s policies and procedures for shut-off during the cold weather months.

## B. Policy

The period of observance for the Cold Weather Rule will be from November 1<sup>st</sup> through March 31<sup>st</sup> each winter season. During these months the City will not shut-off electric utilities if the National Weather Service forecasts the temperature for Osawatomie to drop below 35 degrees in the following 48 hours.

In accordance with the City’s Utility Billing Policy, shut-offs will not be conducted on Fridays or the day prior to a holiday. If the temperature drops below 35 degrees after a service has been shut-off, the customer’s electric service will not be re-established until payment arrangements have been made with the City.

The City reserves the right to shut off water service for the non-payment of bills.

## C. Procedures

The City may still conduct shutoffs during the winter months. Shut-off notices will still be issued according to standard Utility Billing procedures and any delinquency fees or interest on outstanding balances will still apply. After receiving notice of an impending shutoff, the service will be shut-off once the shut-off date has passed and the temperature forecast meets the Rule’s criteria.

Prior to implementing shut-offs that are delayed after the shut-off day, due to observance of the Cold Weather Rule, the City will post a notice on the News Flash section of its website that electric utilities will be shut-off for all delinquent customers beginning at a certain date and time. Customers wishing to monitor such notices may sign-up for notifications from the web page.

The Cold Weather Rule will not apply to customers who have entered into a previous payment plan with the City. These customers will be required to pay their agreed upon installments in order to avoid disconnection.

Customers will still be required to pay their utility bills to guarantee their utilities will not be shut-off or disconnected. In certain cases, such as violation of a payment agreement, fraud or criminal activity, the City has the right to shut-off or disconnect utilities for non-payment during the period of time the Cold Weather Rule is in effect.

DRAFT



# CITY HALL 3RD QUARTER 2017

Utility Transfers		13
New Deposits		75
Camping Permits		11
Cemetery spaces		17
Setoff collected	\$	1,555.06
Total Funds Received	\$	2,103,473.55
Auditorium used		45 TIMES
Memorial hall used		59 TIMES
Old stone church used		1 TIME
Animal tags purchased		16

## **Department of Public Works and Utilities, Street Division**

### **Routine Maintenance Activities**

- Pothole patching
- Crack sealing
- Street sweeping
- Alley maintenance
- Painting of crosswalk, parking line, and railroad crossing pavement markings
- Repair pavement and sidewalks following water main breaks
- Rock, sand, and salt hauling
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment

### **2017 April to October Notable Activities**

- Replaced curb and gutter along north side of street south of Adair Cabin
- Constructed limestone block wingwalls on Parker Avenue bridge in JBM Park
- Replaced gutter along south side of Parker Avenue in JBM Park
- Installed a new water main and services along Main Street Terrace between 16th and 17th streets
- Reconstructed driveways after Main Street Terrace water main installation
- Constructed concrete pads for generators at 9th Street Substation

## **Department of Public Works and Utilities, Water and Wastewater Division**

### **Routine Activities**

- Repair water main breaks
- Repair water service lines on the City's side of the meter
- Tap water mains and install meters for new service lines
- Maintain existing water meters
- Tap sanitary sewer mains for new service lines
- Clear obstructions from sanitary sewer mains
- Maintain sanitary sewer lift stations
- Rock hauling
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment

### **2017 April to October Notable Activities**

- Installed a new water main and services along Main Street Terrace between 16th and 17th streets
- Reconstructed driveways after Main Street Terrace water main installation
- Installed a new water main and services along 12th Street between Main Street and Parker Avenue
- Constructed concrete pads for generators at 9th Street Substation

## **Department of Public Works and Utilities, Parks and Facilities Division**

### **Routine Activities**

- Mowing and string trimming of the grounds at the John Brown Park, Anna January Park, Osawatomie City Lake, Beaver Lake, Osawatomie Cemetery, Elmdale Cemetery, Oakwood Cemetery, Land Office, Veterans Monument, Old Stone Church, City Hall, City Library, various tax sale acquired property, and the levee and its ponding areas
- Tree trimming and removal
- Replacing light bulbs and air handler filters at the Police Department, Library, City Hall, Memorial Hall, Adair Cabin, John Brown Memorial Park shelter house and bathroom
- Pruning and spraying of rose bushes in downtown area
- Maintenance and operation of flood protection system
- Maintenance of boilers at City Hall
- Locating and marking graves and headstone settings
- Piling and burning brush at the forestry disposal site
- Piling and loading out yard waste at the forestry disposal site
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Resolve citizen cemetery complaints and concerns
- Maintenance and repair of equipment and vehicles
- Transfer shop tickets to electronic format

### **2017 April to October Notable Activities**

- Removed 2 dead/diseased trees from parks and cemeteries
- Sprayed John Brown Memorial Park for weeds and crabgrass
- Exercised and greased all levee flap and sluice gates

## **Department of Public Works and Utilities, Electric Distribution Division**

### **Routine Activities**

- Maintain electric distribution lines and transformers
- Install electric service lines and meters
- Restore downed electric distribution and service lines
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots

### **2017 April to October Notable Activities**

- Rebuilt powerlines from 5th Street to 7th Street between Main Street and Parker Avenue
- Removed 5 dead/diseased trees from right-of-way
- Placed fill for the 9th Street Substation project
- Constructed concrete pads for generators at 9th Street Substation

2017 - 2nd quarter				
Category	Total Permits	Total Value	Building permit, plan review and equipment purchase fees collected	
<b>New SFD</b>				
<b>Residential remodel</b>				
<b>Res. addition</b>				
<b>New commercial</b>				
<b>Commercial remodel</b>	1	\$ 1,500	\$ 60	
<b>Comm. Addition</b>				
<b>Re-Roofs</b>	11	\$ 49,898	\$ 330	
<b>Demo</b>	1	\$ -	\$ -	
<b>Accessory Structures</b>	1	\$ 250	\$ -	
<b>Deck/porch/ramp</b>	5	\$ 24,900	\$ 240	
<b>Fence</b>	5	\$ 6,500	\$ -	
<b>Siding/door/window</b>	2	\$ 6,500	\$ -	
<b>Concrete</b>	1	\$ 3,000	\$ -	
<b>HVAC</b>	9	\$ 34,891	\$ 270	
<b>Other mechanical</b>				
<b>Gas-pressure test</b>	4	\$ -	\$ 120	
<b>Hot water tank</b>				
<b>Sewer repairs</b>				
<b>Water service</b>	5	\$ 2,287	\$ 150	
<b>Other plumbing</b>	1	\$ 3,000	\$ -	
<b>Elect. Serv. upgrade</b>	4	\$ 3,450	\$ 120	
<b>Other Elect</b>	1	\$ 1,200	\$ 30	
<b>Ag. Building</b>				
<b>Miscellaneous</b>	1	\$ 30	\$ 15,000	T-Mobile Antennas
<b>Plav review (out)</b>				
<b>Sign</b>				
<b>Water meter</b>				
<b>Electric meter</b>				
<b>Sewer tap</b>				
<b>Fire suppression</b>				
<b>Foundation repair</b>				
<b>Totals</b>	<b>52</b>	<b>\$ 137,406</b>	<b>\$ 16,320</b>	

Monthly Library Report - 2017

	1st Qtr.	2nd Qtr.	3rd Qtr.	2017 Total
Adult Books Purchased	103	149	86	338
Adult Books Donated	25	14	34	73
Adult CD/Audio Books Purchased	23	17	10	50
Adult DVD's Purchased	25	45	27	97
Adult DVD's Donated	4	0	0	4
<b>Adult Total</b>	<b>180</b>	<b>225</b>	<b>157</b>	<b>562</b>
Juvenile Books Purchased	92	97	39	228
Juvenile Books Donated	12	0	4	16
Juvenile CD/Audio Books Purchased	0	1	0	1
Juvenile DVD's Purchased	12	22	17	51
Juvenile DVD's Donated	0	0	39	39
<b>Juvenile Total</b>	<b>116</b>	<b>120</b>	<b>99</b>	<b>335</b>
<b>Total Acquisitions</b>	<b>296</b>	<b>345</b>	<b>256</b>	<b>897</b>
Fiction	3050	3104	3232	9386
Non Fiction	420	352	329	1101
Paperbacks	89	49	73	211
Laptops	16	10	15	41
DVD Movies	2642	2527	2661	7830
Audio CD's - Books	201	245	202	648
Magazines	0	0	3	3
Audio CD's - Music	27	27	29	83
Microfilm Readers	1	4	5	10
ILL Microfilm	2	0	0	2
<b>Adult Total</b>	<b>6448</b>	<b>6318</b>	<b>6549</b>	<b>19315</b>
Juvenile Fiction	1819	2043	1475	5337
Juvenile Non Fiction	268	191	168	627
Video Games	83	83	30	196
<b>Juvenile Total</b>	<b>2170</b>	<b>2317</b>	<b>1673</b>	<b>6160</b>
Interlibrary Books Borrowed	3451	2711	2996	9158
Interlibrary Books Loaned	1931	2263	2287	6481
Internet Users	1003	1214	1085	3302
<b>Total Circulation</b>	<b>15003</b>	<b>14823</b>	<b>14590</b>	<b>44416</b>
Children's Programs	49	92	30	171
Attendance	435	1857	362	2654
Adult Programs	21	23	9	53
Attendance	454	525	90	1069
Library Visitors	5050	5733	5578	16361
Days Open	77	74	79	230

Osawatomi Police Department  
Activity Report

2017	1st Qtr Totals	2nd Qtr Totals	Jul	Aug	Sep	3rd Qtr Totals	Year Total	Prior Yr 3rd Qtr	Change from PY
Warrant Arrests	71	64	17	33	25	75	210	41	34
Other Arrest / Charges filed	94	115	16	41	34	91	300	118	(27)
Traffic Stops	407	625	150	156	176	482	1514	301	181
Suspicious Activ., Inv. Persons, Ped Checks, Prowlers	253	341	131	118	145	394	988	231	163
Traffic Accidents	36	45	11	9	11	31	112	37	(6)
Assist EMS	154	140	82	54	58	194	488	144	50
Fights , Disturbance, Assaults, Domestic, Harras, Violation of Protection Orders	66	138	39	42	49	130	334	115	15
Sex crimes	3	12	1	1	3	5	20	4	1
Damage to Prop., thefts, Burglarys,	74	103	33	40	31	104	281	132	(28)
Drug Cases Dispatched	6	14	5	3	4	12	32	49	(37)
Drug Cases Cleared (annual only)									
Animal calls	124	175	73	63	47	183	482	212	(29)
Child in Need of Care, Runaways, Missing Children	11	27	5	6	8	19	57	35	(16)
Vehicle Lock outs	61	56	24	23	12	59	176	61	(2)
Escorts, Civil Stand-bys, 911 Misdiags, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks	147	202	88	42	80	210	559	281	(71)
Citizen Inquires	165	229	79	79	76	234	628	226	8
Calls for service otherwise not classified	271	316	165	165	93	423	1010	337	86
Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow ups, Found Property, etc...	212	287	118	118	110	346	845	350	(4)
<b>Total Calls handled by Officers</b>	<b>2155</b>	<b>2889</b>	<b>1037</b>	<b>993</b>	<b>962</b>	<b>2992</b>	<b>8036</b>	<b>2,674</b>	<b>318</b>
*Totals occurrences for the month	3001	3683	1414	1246	1253	3913	10597	3,166	747
Actual Written Reports Taken By Officers (Annual Only)									
Traffic Citations	155	334	99	64	69	232	721	108	124
Other Citations	38	135	30	16	19	65	238	39	26
<b>Total Citations</b>	<b>193</b>	<b>469</b>	<b>129</b>	<b>80</b>	<b>88</b>	<b>594</b>	<b>959</b>	<b>147</b>	<b>447</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.



## **Golf Course Superintendent Report**

### **3<sup>rd</sup> Quarter**

We started off this quarter with adequate moisture in the ground, however, air temperatures started to climb. We made adjustments in mowing to help alleviate stress from turf. During this month the new sod that was installed on three and four green became diseased and died. This area has since been re-seeded. The zoysia fairways were hitting peak growing potential. This quarter is usually survival mode.

August and September had a few challenges. The biggest being staffing. With school starting, it left a very limited staff to accomplish all of the mowing essentials. With a lighter staff, we start to use more growth regulator on the turf. This helps keep the turf from growing too fast, saves labor dollars and fuel.

The only project outside of normal maintenance was an attempt at hand sprigging three forward tee boxes with Bermuda grass. The actual process was completed in a day and most of the Bermuda had good rooting going into winter.

This quarter in addition to normal maintenance practices we also spent a total of 34.5 hours on repairs. These repairs are small items that we can accomplish on site at the golf course. Larger repairs that require a mechanic are not calculated. However, there were 9 days in this quarter that we had a machine down while in the shop being worked on by the city mechanic.

The water department did help us out by coming out and repairing a water leak. This took them a day and a half. The golf course staff fixed three leaks in this quarter. In addition to fixing leaks, we also had a system wiring issue that needed to be fixed. This took a total 6 hours.

### **Normal scope of maintenance per week**

- 30 hrs to mow rough 1x
- 10 hrs to mow fairways 1x – we mow 2x week
- 1.5 hrs to mow greens 1x- we mow 7x week
- 3 hrs to mow tees 1x
- 3.5 hrs to mow tee and green banks
- 1.5 hrs to move pins on greens 1x – done 4x week
- 2 hours to hand water greens 1x- as needed
- 10 hours to spray fairways 1x
- 3 hours to topdress and drag greens (2 men) 1x-
- 8 – 10 hours spot spraying fairways 1x – done as needed
- 3 hours to spray greens 1x
- 3 hours to spray green and tee surrounds and tee boxes 1x

# Information Technology – Q3

## Fund Balance

- Fix outdated information with software registry

- Install programs that match desktop icons

  - (network workstation setup)

- Fund Balance backup drive getting full; ensure backup purge after 90 days

- Reload virtual machine, unjoin/rejoin domain, and update Fund Balance software

## Computers aren't remembering default printers

- Remove unneeded printers

  - Fax

  - Microsoft XPS Document Writer

## Create folder monitor for city clerk

## Username/password reset on routers and switches

- Reset main switch to different IP

## Calendar issue at sewer plant

## Update court and utilities e-mail users and permissions

## Populate spam filter service with valid e-mail addresses

- Spam issues with "beauty samples"

## Provide Chief Ellis access to folders on network

## Examine and fix slow computer for electric crew

## Start VPN automatically

- Add court clerk to VPN

- Generate fax number for court clerk and teach how to use

## HDD for PD sergeant went bad / replaced and re-imaged

## Reset firewall permissions at PD

## Allow users to change passwords within e-mail server

# Osawatomie Fire Department

Osawatomie, KS

This report was generated on 10/2/2017 7:49:22 PM



## Incident Type Count per Station for Date Range

Start Date: 07/01/2017 | End Date: 09/30/2017

INCIDENT TYPE	# INCIDENTS
<b>Station: CIT - STATION CIT</b>	
111 - Building fire	1
118 - Trash or rubbish fire, contained	1
131 - Passenger vehicle fire	1
143 - Grass fire	1
311 - Medical assist, assist EMS crew	7
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	6
322 - Motor vehicle accident with injuries	1
341 - Search for person on land	1
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	1
550 - Public service assistance, other	1
554 - Assist invalid	2
600 - Good intent call, other	1
651 - Smoke scare, odor of smoke	1

**# Incidents for CIT - Station CIT: 30**

<b>Station: COU - STATION COU</b>	
113 - Cooking fire, confined to container	1
122 - Fire in motor home, camper, recreational vehicle	1
131 - Passenger vehicle fire	1
132 - Road freight or transport vehicle fire	1
138 - Off-road vehicle or heavy equipment fire	1
142 - Brush or brush-and-grass mixture fire	1
151 - Outside rubbish, trash or waste fire	1
311 - Medical assist, assist EMS crew	8
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	2
361 - Swimming/recreational water areas rescue	1

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
611 - Dispatched & cancelled en route	5
735 - Alarm system sounded due to malfunction	1
<b># Incidents for COU - Station COU:</b>	<b>28</b>

Station: DIV - DIVE	
360 - Water & ice-related rescue, other	1
363 - Swift water rescue	9
611 - Dispatched & cancelled en route	2
<b># Incidents for DIV - DIVE:</b>	<b>12</b>

Only REVIEWED incidents included.

**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE:Aug 2017</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	541,405.00		351,182.61	190,222.39
Codes Enforcement	153,955.00	300.00	102,494.51	51,760.49
Police	912,481.00	14,123.82	583,257.33	343,347.49
John Brown Cabin	37,727.00		22,450.64	15,276.36
Public Works	199,927.00		118,464.04	81,462.96
Properties & Maintenance	312,364.00		195,100.09	117,263.91
Fire	79,313.00	4,094.41	44,934.46	38,472.95
Municipal Court	172,633.00		97,508.81	75,124.19
Levees & Storm Water	25,289.00		21,174.11	4,114.89
Library	145,039.00	2,038.61	88,853.34	58,224.27
<b>TOTAL</b>	<b>2,580,133.00</b>	<b>20,556.84</b>	<b>1,625,419.94</b>	<b>975,269.90</b>
<b>WATER</b>				
Administration	366,244.00		272,267.89	93,976.11
Water Treatment	347,756.00		188,233.66	159,522.34
Water Distribution	304,834.00		203,997.69	100,836.31
<b>TOTAL</b>	<b>1,018,834.00</b>	<b>-</b>	<b>664,499.24</b>	<b>354,334.76</b>
<b>ELECTRIC</b>				
Administration	1,490,439.00		1,049,422.73	441,016.27
Electric Production	1,884,136.00		1,120,238.00	763,898.00
Elect Transmission	510,984.00	1,232.50	325,432.81	186,783.69
<b>TOTAL</b>	<b>3,885,559.00</b>	<b>1,232.50</b>	<b>2,495,093.54</b>	<b>1,391,697.96</b>
EMPLOYMENT BENEFIT	739,063.00	91,027.24	615,200.30	214,889.94
REFUSE	431,000.00		231,728.07	199,271.93
LIBRARY	7,000.00	123.10	7,608.85	(485.75)
RECREATION	-		1.06	(1.06)
INDUSTRIAL	78,138.00		58,019.71	20,118.29
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	90,290.00		19,508.40	70,781.60
ST IMPROVEMENT	141,980.00	9,589.99	62,683.55	88,886.44
BOND & INTEREST	799,069.00		799,069.33	(0.33)
PUBLIC SAFETY EQUIP.	117,063.00		85,010.92	32,052.08
FIRE INS PROCEEDS	-		-	-
SEWER	877,044.00		595,789.99	281,254.01
REC EMP BENEFITS	-		0.13	(0.13)
GOLF COURSE	301,562.00		209,496.65	92,065.35
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	53,375.00	1,397.50	39,987.34	14,785.16
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	197,116.00		91,292.59	105,823.41
CAPITAL IMP. - STREET	2,228,290.00		16,361.63	2,211,928.37
CAPITAL IMP - SEWER	-	-	-	-
CAPITAL IMP - GRANTS	346,448.00		-	346,448.00
CAPITAL IMP - WATER	-		-	-
ELECTRIC REVENUE BOND	2,579,841.00		624,956.38	1,954,884.62
ELECTRIC UTILITY DEBT SER	433,600.00		433,601.25	(1.25)
CAFETERIA 125 #50	52,500.00		23,798.02	28,701.98
COURT ADSAP #51	-		-	-
COURT BONDS #52	20,000.00		12,270.64	7,729.36
FOREITURES #53	-		1,000.00	(1,000.00)
PAY PAL #55	-		-	-
<b>GRAND TOTAL</b>	<b>16,977,905.00</b>	<b>123,927.17</b>	<b>8,712,397.53</b>	<b>8,389,434.64</b>

## CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: August 2017	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBRANCES (ORD.)	CASH BALANCE 8/31/2017
GENERAL OPERATING	427,561.07	1,894,833.10	1,604,863.10	717,531.07		717,531.07
WATER	243,189.12	607,465.75	664,499.24	186,155.63		186,155.63
ELECTRIC	516,295.78	2,419,359.65	2,493,861.04	441,794.39		441,794.39
EMPLOYEE BENEFIT	83,706.81	708,797.28	524,173.06	268,331.03		268,331.03
REFUSE	7,759.60	269,203.21	231,728.07	45,234.74		45,234.74
LIBRARY	108,330.36	43,338.61	7,485.75	144,183.22		144,183.22
RECREATION	-	1.06	1.06	-		-
RURAL FIRE	-	-	-	-		-
INDUSTRIAL	70,912.74	75,352.70	58,019.71	88,245.73		88,245.73
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	100,083.71	19,983.70	19,508.40	100,559.01		100,559.01
STREET IMPROVEMENTS	148,183.62	89,854.56	53,093.56	184,944.62		184,944.62
BOND & INTEREST	202,541.60	650,106.15	799,069.33	53,578.42		53,578.42
PUBLIC SAFETY EQUIP.	15,083.11	85,325.09	85,010.92	15,397.28		15,397.28
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	153,252.78	605,396.76	595,789.99	162,859.55		162,859.55
RECREATION BENEFIT	-	0.13	0.13	-		-
GOLF COURSE	1,399.35	249,099.74	209,496.65	41,002.44		41,002.44
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	36,461.62	43,593.09	38,589.84	41,464.87		41,464.87
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	138,538.56	97,500.00	91,292.59	144,745.97		144,745.97
CAPITAL IMP. - STREETS	116,593.98	2,000.00	16,361.63	102,232.35		102,232.35
CAPITAL IMP - SEWER	4,000.00	-	-	4,000.00		4,000.00
CAPITAL IMP - GRANTS	74,142.13	272,306.00	-	346,448.13		346,448.13
CAPITAL IMP - WATER	-	-	-	-		-
ELECTRIC REVENUE BONDS	3,029,838.11	10,205.34	624,956.38	2,415,087.07		2,415,087.07
ELECTRIC BOND RESERVE	147,868.81	290,483.36	433,601.25	4,750.92		4,750.92
CAFETERIA 125 # 50	43,826.84	32,917.35	23,798.02	52,946.17		52,946.17
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,269.54	14,772.64	12,270.64	15,771.54		15,771.54
FORFEITURES # 53	978.42	1,875.00	1,000.00	1,853.42		1,853.42
PAYPAL # 55	0.01	-	-	0.01		0.01
<b>TOTALS</b>	<b>5,714,016.71</b>	<b>8,483,770.27</b>	<b>8,588,470.36</b>	<b>5,609,316.62</b>	<b>-</b>	<b>5,609,316.62</b>

Osawatomie Police Department  
Activity Report

Oct-17		Prior Month	Change	Prior Year	Change
35	Warrant Arrests	25	10	9	26
36	Other Arrest and /or Charges filed	34	2	54	(18)
165	Traffic Stops	176	(11)	156	9
177	Suspicious Activ., <b>Inv. Persons</b> , Ped Checks, Prowlers	145	32	114	63
12	Traffic Accident Calls	11	1	23	(11)
40	Assist EMS	58	(18)	62	(22)
30	Fights , <b>Disturbance</b> , Assaults, Domestic, Harras, Violation of Protection Orders, Trespass	49	(19)	56	(26)
1	Sex crimes	3	(2)	0	1
27	Damage to Prop., <b>Thefts</b> , Burglarys,	31	(4)	83	(56)
3	Drug Case or Calls	4	(1)	10	(7)
35	Animal calls	47	(12)	50	(15)
6	<b>Child in Need of Care</b> , Runaways, Missing Children	8	(2)	8	(2)
24	Vehicle Lock outs	12	12	17	7
69	Escorts, Civil Stand-bys, 911 Misdiags, Motor Assist, X-Patrol, Alarm Calls, <b>Welfare Checks</b>	80	(11)	61	8
69	Citizen Inquires	76	(7)	60	9
67	Calls for service otherwise not classified	93	(26)	90	(23)
79	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..	110	(31)	71	8
839	Calls handled by Officers	928	(89)	870	(31)
<b>1106</b>	<b>* Totals occurrences for the month</b>	<b>1253</b>	<b>(147)</b>	<b>1049</b>	<b>57</b>
72	Traffic Citations	69	3	34	38
13	Other Citations	19	(6)	9	4
<b>85</b>	<b>Total Citations</b>	<b>88</b>	<b>(3)</b>	<b>41</b>	<b>42</b>
<p>* 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.</p>					

# CITY OF OSAWATOMIE



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## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** November 9, 2017

### Projects

**Main Street Project.** We have not received a draft contract yet on the awarded bid to Kansas Heavy, but we expect one soon.

**9<sup>th</sup> Street Substation.** The project is moving along and most outside work will be completed very soon. We expect the inside work to take at least a month and it may be delayed some by the fiber line installation.

**City Auditorium.** The brick work on the east side of the building is almost complete. There will still be some work to be done around the top of the building. We expect cast stone for the front of the building to be delivered in January, so weather will dictate when that can be installed.

**City Hall.** We have finalized interior plans and are working on getting bids for the work. We hope to have those by November 30<sup>th</sup> so the work can commence. We are behind schedule for having the offices moved by January 1.

### Issues

**Osawatomie State Hospital Water Service.** The State Hospital has requested that we permit them to provide an emergency backup to Rural Water District No. 1. The City was just apprised of this on Friday and we received completed engineering plans and a request to provide immediate approval to KDHE. I have asked staff to look into our obligations and I also have some concerns with their plan being the right solution for a backup. We will review the plans, discuss with KDHE and then bring it back to the engineer and state hospital once we have had time to digest this.

**Trash Change Negotiations.** We have had discussions with Waste Management and believe we are on the path to coming to an agreement on a contract change for 2018. The changes would be:



1. **Billing directly from WM.** They do bill on a quarterly system, which is likely to be unpopular, but we are working with them to see if the first bill in January can be delayed or given more time for payment without penalty. They bill in advance and we bill in arrears, so our customers will see a trash bill from us for December on the bill they get in January. We are working together to solve this for our customers.
2. **Bulk Pickup Changes.** Bulk pickup would change to allow one item to be placed out with trash on the first pickup day of each month. That would be a Thursday if not affected by a holiday. Then the City would also arrange for a once a year bulk pickup day (on a Saturday), most likely the week after the citywide garage sale weekend. No more call-ins would be required and other than the special Saturday, all bulk will be placed where the normal trash goes (often in alleys).
3. **New Commercial Service Offerings.** WM will offer a wider scale of commercial services, adding once-a-week and three-times-a-week pickups for commercial trash. Rates have been set for those new categories and would be included in the contract for 2018.
4. **Franchise Fee.** We are looking at how to handle the City's franchise fee for this service. Currently we charge \$0.60 per account per month. However, we would pass on \$0.40 of that to WM for billing, so the City would retain approximately \$0.25. We may look at an alternative payment arrangement so we are basing the fee on previous years users and not requiring close tracking of each monthly roster.
5. **Auditing.** We are working out an arrangement on how to deal with adding and canceling accounts. We may have to consider some ordinance changes on requiring individuals to have trash service, but we believe there are strong ordinances in place that already make it next to mandatory, if not financially prudent, to have service.

If these terms are acceptable to the Council, we will shoot for having a contract at the November 30 meeting and also having notifications go out to all customers the first week of December.

**Gun Law Changes in Public Buildings.** Before January 1, we will need to change the wording on all public buildings regarding allowing concealed carry. We may still ban open carry, but concealed carry must be allowed by both customers and staff. We will need to do a revision to our employee manual to update the rules for the carrying of concealed weapons.

Once change to the law allows us to provide a temporary ban on concealed carry at meetings or court, however, it will require that all public entrances are controlled and go through a metal detector (can be a wand) and be manned by licensed security. We will work on procedures for how we will handle this for meetings after January 1 and present to the Council next month.

**Upcoming Meetings/Dates**

Nov 10	City Offices Closed (Veterans Day)
Nov 18	Christmas Opener
Nov 23-24	City Offices Closed (Thanksgiving)
Nov 28	Christmas Lighting Downtown
Nov 30	City Council Meeting – Moved for Thanksgiving (not a special meeting)
Dec 14	City Council Meeting
Dec 28	City Council Meeting (if necessary)