

OSAWATOMIE CITY COUNCIL
AGENDA
December 17, 2015
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. December 17 Agenda
 - B. Appropriations Ordinance 2015-11
 - C. 2016 Cereal Malt Beverage Permits
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.
7. Presentations
 - A. Kansas Fiber Net – Debbie Edwards, Business Development Executive
8. Public Hearings
 - A. 2015 Proposed Budget Amendments
9. Unfinished Business
 - A. 2015 Budget Amendments
 - B. Energy Cost Adjustment
 - C. Ordinance – Electric Utility
 - D. Extended Caterpillar Warranty for Generators
10. New Business
 - A. Ordinance – Franchise Agreement with Kansas Fiber Network
 - B. Resolution – 2016 Fee Resolution
 - C. 2016 Employee Salary Increases
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
 - A. Project Updates
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

REGULAR MEETING – January 14, 2016

REGULAR MEETING – January 28, 2016

Record of Ordinances

ORDINANCE NO. 2015-11

DATE WARRANTS ISSUED:
November 30, 2015

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
City of Osawatomie	Petty Cash Reimbursement	1680	5,683.99
KMEA	Nearman Electricity	1681	21,493.98
KMEA	GRDA Electricity	1682	76,145.08
KMEA	WAPA Electricity	1683	8,920.11
KMEA	SPA Electricity	1684	3,552.10
Kansas Department of Revenue	Water Protection & Clean Water Tax	46660	1,750.69
CenturyLink	Services	46661	722.87
Midwest Carpet Cleaning	Strip and Re-Apply Finish	46662	616.50
AT&T	RTU'S	46663	222.67
Baker & Taylor	Books	46664	397.09
Bradley A/C & Heating	Replace Evaporator Coil	46665	1,124.38
Rex Broxterman	Settlement Agreement-Sewage	46666	900.00
C&G Merchants Supply, Inc.	Cups, Chips, Towels	46667	86.36
Don Cawby	Mileage, Lodging, Air Fare	46668	1,616.39
City of Osawatomie	Utilities	46669	7,171.48
Cole Parmer	Pump Head	46670	409.03
Cross Midwest Tire	Tires	46671	1,552.00
Dental Insurance	Dental Insurance	46672	3,170.68
Design Mechanical, Inc.	Replace Motor, Blower, Capacitor	46673	1,207.04
Dish Network	Services	46674	105.99
Evco Wholesale Food Corp.	Coffee, Cups, Lids, Sausage	46675	290.91
Family Center	Dog Food, Bolts, Adapter, Quick Link	46676	749.26
Foremost Promotions	Crayons, Open House Kit	46677	275.62
Generator Services	Install New Voltage Regulator	46678	1,310.62
Hanes Florist	Plant	46679	35.00
Harding Law Firm, LLC	Attorney Fees	46680	399.08
Hawkins	Hydrochloric Acid, Aqua Hawk	46681	1,284.27
HD Supply Waterworks	Meter Tile, Meter Well Cover	46682	541.56
Hoover's Upholstery	Recover Seat	46683	275.00
Industrial Sales	PVC Tee, Bushings	46684	67.36
Inland Truck Parts	Air Dryer	46685	12.03
JCI Industries, Inc.	Troubleshoot FS Decanter	46686	1,225.00
Jeo Consulting Group, Inc.	Consulting Service	46687	8,405.00
Kansas City Wilbert	Grave Opening	46688	990.00
Kansas Department of Commerce	JTC Oil Lease-December 2015	46689	1,000.00
KS Dept. of Heath & Environmental	Analytical Service	46690	558.00
Kansas One Call System	Locates	46691	56.00
Key Equipment	Sweeper Broom, Replace Switch	46692	827.26
Kincaid Ready Mix	Concrete	46693	733.13
Kriz Davis Co.	Wire, Anchor, Clamp, Ballast	46694	3,848.82

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
L&K Services	Refuse Sludge Haul Off	46695	34,822.51
Louisburg Ford Sales, Inc.	Seat Handle	46696	15.80
Lybarger Oil	Fuel	46697	4,380.54
M&M Golf Cars, LLC	Cart Rental	46698	1,364.00
Macek's	Front Seat	46699	150.00
Madden Rental	Portable Toilet Rental	46700	795.00
Miami Lumber, Inc.	Concrete Mix, Smart Soffit, Unibit	46701	206.45
NEKLS	Workshop	46702	10.00
NPG Newspapers	Treasurer's Quarterly Statement	46703	65.70
Oil Patch Pump & Supply	Nipples, Reducer, Primer	46704	30.88
Olathe Winwater Works	Drainage Pipe	46705	7,170.00
Osawatomie Chamber of Commerce	Appropriation	46706	10,000.00
Osawatomie Pet Clinic	Rabies Test, Examination	46707	166.50
Paola Hardware	Couplings, Bearings, Nipples, Valve	46708	347.05
Praxair	Oxygen Regulator	46709	49.00
R&J Trucking	Rock Hauling	46710	1,525.20
Rural Water District #1	Services	46711	402.24
Senus	Repair Auto Reader	46712	202.67
Suddenlink	Internet	46713	274.90
Superior Vision	Vision Insurance	46714	653.66
T Mobile	Services	46715	44.73
Tire Wholesale Warehouse	Tires	46716	225.76
UPS Store	Laminating, Cutting	46717	17.75
USA Blue Book	Socket Flange, Face Shield	46718	234.88
USD 367 Sport & Fitness Zone	Membership Dues	46719	38.50
Visa	Fuel, Thermal Paper, Tape	46720	76.41
Visa	Lodging, Meals, Postage	46721	1,301.00
Winkler, Domoney & Schultz	Municipal Court Judge	46722	2,060.00
Winterscheid Auto Parts	Filters, Shock, Adhesive, Spark Plugs	46723	35.98
Wycoff's Locksmithing	Keys for Generators	46724	107.00
KMEA	EMP Electricity	1685	21,098.51
Kansas Department of Revenue	Compensating Use Tax	1686	270.43
Kansas Department of Revenue	Sales Tax	1687	545.96
Kansas Department of Revenue	Sales Tax	1688	8,978.60
Visa	Books, Video Light, Templates, DVD	46725	242.80
Visa	Notebooks, Baskets, Coffee, Pens	46726	562.57
Alamar Uniforms	Shirts, Patches	46727	127.98
Altec Industries, Inc.	Tool Apron, Crimper Tool Holder	46728	169.33
American Equipment Co.	Snowblades	46729	642.60
American Library Association	Membership Dues	46730	137.00
Apparatus Services, LLC	Replace Pump Motor	46731	716.58
Atco International	Wipe-EZ	46732	85.00
Baker & Taylor	Books	46733	860.29
BG Consultants, Inc.	Consulting Service	46734	859.00
California Contractors Supplies, Inc.	Plastic Ties, Recip Blades, Gloves	46735	501.89

Record of Ordinances

DATE WARRANTS ISSUED:
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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
City Electrical Supply	Conduit	46736	285.00
City of Osawatomie	Golf Course CMB License	46737	75.00
Cow Palace	Hot Dogs	46738	28.00
Design Mechanical, Inc.	Relief Valve	46739	591.63
EMG, Inc.	Energy Consulting	46740	2,376.25
Employee Screening Services	Drug Testing	46741	246.00
Richard Fisher Jr., LLC	Attorney Fees	46742	700.00
Gallagher Benefit Services, Inc.	Administration Fee	46743	445.00
Gerken Rent-All	Welder Arc Generator	46744	75.60
Grainger	Ball Bearing, Meter Clamp	46745	317.63
Hach	Chlorine Reagent	46746	345.17
Hawkins	Aqua Hawk, Pumps, 300 Gallon Tank	46747	2,839.86
Heavenly Hotdog	Catering	46748	690.00
IBT, Inc.	Uniworm	46749	321.73
JCI Industries, Inc.	Replaced Float Switch	46750	981.00
Kansas City Power & Light	Services	46751	1,719.61
Kansas Gas Service	Services	46752	966.33
Killough Construction	Asphalt	46753	498.45
Kincaid Ready Mix	Concrete	46754	1,602.38
Knapheide Truck Equipment	Snowblades	46755	419.93
Lang Chevrolet	Tube	46756	26.01
League of Kansas Municipalities	KACM Fall Conference	46757	160.00
Martin Pringle, Oliver, Wallace & Bauer	Municipal Matters, City Prosecutor	46758	3,890.90
Maxim Golf Solutions	Consulting Service	46759	1,250.00
Medallion Healthy Homes	Air Samples, Testing	46760	199.95
Miami County Sheriff's Office	Prisoner Care	46761	1,147.60
Moon's IGA	Chili, Candy, Chips, Cat Litter	46762	424.91
National Sign Company	Street Signs	46763	227.00
NPG Newspapers, Inc.	Subscription	46764	43.34
O'Reilly Auto Parts	Brake Hoses, Rotors, Power Belt	46765	273.49
Postmaster	Utility Billing	46766	1,000.00
Praxair	Glasses, Oxygen, Acetylene	46767	509.33
Professional Turf Products	Hinge Pin, Bushing, Spring	46768	83.40
Quill	Binder Clips, Labels, Paper Towels	46769	89.24
R&J Trucking	Sand Hauling	46770	426.25
R&R Products, Inc.	Container Bottom	46771	102.00
R&L Fire & Security Specialists	Monitoring Alarm-Cabin	46772	143.40
Rasco FR, Inc.	Pants	46773	653.16
Ray's Power Sports	Air Filter, Chains	46774	51.50
Red Bud Supply, Inc.	Gloves, Glasses	46775	304.62
Reflective Group	Services	46776	757.09
Rejis Commission	Leweb Subscription	46777	65.52
Ricoh, USA	Copies	46778	485.98
Ricoh, USA	Copier Lease	46779	280.78
Ricoh, USA	Copier Lease	46780	96.87

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: 2016 CMB Permits

PRESENTER: Ashley Kobe, Deputy City Clerk

ISSUE SUMMARY: Cereal Malt Beverage licenses are issued on a calendar basis and will expire December 31, 2015. The following establishments have filed for renewals in 2016.

- Casey's Retail Company – East Main Street
- Casey's Retail Company – 6th & Parker Ave
- Gasmart LLC (Quick Stop)
- Hayden & Hayden, LLC (Oz Mart)
- Willard's Inc. (Moon's Hometown Market)
- Osawatomie Golf Course (Bogey's)
- Pizza Hut
- Tail Gators
- Whistle Stop Café

All applications have been reviewed and verified for completeness and accuracy. Permits will be issued upon approval by the Council.

COUNCIL ACTION NEEDED: Review and consider as part of the consent agenda.

STAFF RECOMMENDATION TO COUNCIL: Approve the issuance of CMB permits, as presented in this memo, as part of the consent agenda.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: **2015 Budget Amendment**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the November 19 work session, I presented to the Council the proposed budget amendments for 2015. The hearing date was set by publication in the Graphic on December 2. At that meeting we reviewed the status of major funds and those items that would likely require a budget amendment. This memo will outline only the issues in each of the funds requiring a budget amendment. An official copy of the state forms and budget hearing publication are included.

General Fund. Expenditures for 2015 are estimated to be \$62,800 over the original approved amount for 2015, requiring a budget amendment. The main reason for this increase was moving the facilities operations from the Special Parks & Recreation Fund to the General Fund upon moving management of recreation to the school district. That change was estimated to increase General Fund expenditures by \$100,000, but savings through operations in all General Fund programs has lowered that amount by about one-third. The 2015 budget was revised to reflect the change.

Employee Benefit Fund. Expenditures for 2015 are estimated to be \$22,200 over the approved 2015 amount, requiring a budget amendment. The main reason for this increase is two-fold. First, the City experienced the retirement of an employee with a large amount of compensatory time, which increased FICA and KPERs expenses equivalent to over a full-year of those expenses for the employee, which was around \$10,000 in total. Second, an error was made in the calculation of worker's compensation insurance at the time of original budget preparation for 2015. That error was estimated to be about \$18,000. The 2015 budget was revised to reflect both changes.

Refuse Fund. The 2015 budget needs to be amended to reflect a shifting of funds at the close of 2014 to accommodate the lack of a budget amendment. Also, expenditures from the Refuse Fund increased as a result of increased rates by the contractor for 2014 and 2015. The fund projects to have about \$24,000 in increased expenditures for 2015. The fund is essentially revenue neutral as the expenses and receipts are borne by L&K Services. The 2015 budget was revised to reflect both changes and the need for the budget amendment.

Recreation Fund and Recreation Employee Benefit Fund. Both of these now unused funds are in need of a budget amendments because they received delinquent revenues that exceeded the estimates for both funds. As revenues come in, the balances are transferred to the Special Parks & Recreation Fund and the Employee Benefits Fund which causes increased expenditures from the funds.

Public Safety Equipment Fund. This fund has a budget limit because it could be eligible to receive tax revenues if the City set a mill levy for it. However, the fund is currently used as a capital equipment fund for police and fire. The Fund needs a budget limit increase of approximately \$8,100 to cover the purchase of \$13,500 in equipment through a 100% grant.

Sewer Fund. The Sewer Fund is projected to spend approximately \$92,000 more than anticipated in the original 2015 operating budget. There are three reasons for this increase. First was the approval of a \$36,500 optimization study at the Sewer Plant which was approved in the fall of 2014 after the 2015 budget was approved. Second, was the approval of \$20,000 to pay for the Sewer Fund's share of a new camera system. Third, was a budget error which zeroed out approximately \$35,000 in insurance expenses for the fund in 2015. The 2015 budget was revised to reflect both changes and the need for the budget amendment. It should be noted that the ending balance is still expected be approximately \$75,000 than originally anticipated in 2015.

Golf Course Fund. When the 2015 budget was adopted the City was still operating the Osawatomie Golf Course as it had for the several years prior. However, in February 2015, Maxim Golf Solutions took over the general management of the course for the City and many operational changes were made. Those changes have resulted in what is expected to be about a \$50,000 increase in revenue for 2015. Although those increases have occurred, the Course was also forced to increase expenditures by approximately the same amount for 2016. Those increased costs reflect approximately \$15,000 in start-up costs for replacing expired food stock and taking on the pro-shop as part of its operations. Management also believes unaccounted for, one-time expenses occurred to make badly needed repairs at the course.

The budget needs to be amended to increase the operations budget to reflect these increased operating expenditures and to reflect the pay-out of \$95,000 of accumulated leave for two employees in January of 2015. In the revised 2015 budget, the Council approved an additional one-time transfer of \$95,000 to cover these unique, unexpected costs. These two changes account for the requested limit increase of approximately \$132,000 for 2015. The 2015 budget was revised to reflect both changes and the need for the budget amendment.

COUNCIL ACTION NEEDED: Conduct the public hearing on the budget amendment and take action on the proposed budget amendment for 2015.

STAFF RECOMMENDATION TO COUNCIL: Adopt the proposed budget amendment and have all Councilmembers sign the Amended Certificate for Calendar Year 2015.

**Amended
Certificate
For Calendar Year 2015**

To the Clerk of Miami County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Osawatomie
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:			2015 Amended Budget		
			Amount of 2014 Tax that was Levied	Adopted 2015 Expenditures	Proposed Amended 2015 Expenditures
Fund	<u>K.S.A.</u>	Page No.			
General Operating Fund	12-101a	2	596,008	2,421,391	2,484,225
Employee Benefit Fund	12-16,102	3	553,956	731,932	754,130
Refuse Fund		4		396,700	421,000
Recreation Fund	12-1927	5		1,000	7,268
Public Safety Equipment Fund	12-110b	6		9,068	17,204
Sewer Fund		7		962,755	1,019,144
Recreation Employee Benefits	12-16,102	8		250	672
Golf Course Fund		9		258,454	390,631
Totals		xxxxxxxx	1,149,964	4,781,551	5,094,273
Summary of Amendments		10			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

Adopted Budget

General Operating Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	160,859	234,072
Receipts:		
Ad Valorem Tax	551,859	549,100
Delinquent Tax	18,947	12,947
Motor Vehicle Tax	50,442	53,000
Recreational Vehicle Tax	747	802
16/20M Vehicle Tax	506	506
Local Alcoholic Liquor	3,146	2,400
City Sales Tax	255,840	250,000
County Sales Tax	346,854	345,000
Compensating Use Tax	86,249	106,000
Commercial Motor Vehicle Tax		
Franchise Tax	127,506	119,200
Licenses	25,800	19,405
Charges for Services	45,400	60,506
Fines and Fees	122,000	114,000
Transfer In from Electric	86,000	191,450
Transfer In from Sewer	39,000	41,000
Transfer In from Refuse		
Transfer In from Water	41,000	40,000
Transfer in from Library		
Overhead Fees	417,539	431,726
Sale of Fixed Assets	1,000	0
Grants	22,000	68,990
Reimbursed Expense	12,000	90,000
Interest on Idle Funds	20,000	12,500
Miscellaneous	10,250	5,250
Total Receipts	2,284,085	2,513,782
Resources Available:	2,444,944	2,747,854
Expenditures:		
Administration	608,506	527,870
Code Enforcement	111,933	148,864
Police	903,876	872,845
John Brown Cabin	39,514	37,993
Streets & Alleys	240,033	225,852
Swimming Pool	3,200	0
Property & Maintenance	189,283	273,740
Fire Department	41,000	62,670
Municipal Court	122,010	162,744
Levees & Stormwater	14,030	34,240
Library	148,007	137,406
Total Expenditures	2,421,391	2,484,225
Unencumbered Cash Balance December 31	23,553	263,629

Adopted Budget

Employee Benefit Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	52,824	107,698
Receipts:		
Ad Valorem Tax	512,922	510,358
Delinquent Tax	19,536	12,759
Motor Vehicle Tax	52,009	53,422
Recreational Vehicle Tax	771	828
16/20M Vehicle Tax	521	521
Reimbursement Transfer - Water	33,330	35,869
Reimbursement Transfer - Elect	57,757	61,166
Reimbursement Transfer - Sewer	14,222	12,547
Reimbursement Transfer - Recreation		
Reimbursed Expense		
Interest on Idle Funds		
Total Receipts	691,068	687,470
Resources Available:	743,892	795,168
Expenditures:		
FICA	142,082	149,652
KPERS	172,480	185,074
Health Insurance	356,565	335,728
Workers' Compensation	36,986	55,364
Unemployment Insurance	3,819	3,912
Other Contractual Services		4,400
Reimbursement to 125/HRA	20,000	20,000
Total Expenditures	731,932	754,130
Unencumbered Cash Balance December 31	11,960	41,038

Adopted Budget

Refuse Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	5,154	19,986
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales/Charges	395,000	405,000
Miscellaneous	500	500
Interest on Idle Funds		
Total Receipts	395,500	405,500
Resources Available:	400,654	425,486
Expenditures:		
Contract Collection	395,000	420,000
Communications	1,000	1,000
Other Contractual	700	
Total Expenditures	396,700	421,000
Unencumbered Cash Balance December 31	3,954	4,486

Adopted Budget

Recreation Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	0	3,268
Receipts:		
Ad Valorem Tax		
Delinquent Tax	1,000	4,000
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Interest on Idle Funds		
Total Receipts	1,000	4,000
Resources Available:	1,000	7,268
Expenditures:		
Transfer to Special Parks & Recreation Fund	1,000	7,268
Total Expenditures	1,000	7,268
Unencumbered Cash Balance December 31	0	0

Adopted Budget

Public Safety Equipment Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	9,068	3,704
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Grants		13,500
Interest on Idle Funds		
Total Receipts	0	13,500
Resources Available:	9,068	17,204
Expenditures:		
Capital Equipment	9,068	17,204
Total Expenditures	9,068	17,204
Unencumbered Cash Balance December 31	0	0

Adopted Budget

Sewer Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	224,811	357,409
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales/Charges	814,405	849,000
Reimbursed Expenses		
Miscellaneous		450
Interest on Idle Funds		
Total Receipts	814,405	849,450
Resources Available:	1,039,216	1,206,859
Expenditures:		
Salaries & Wages	135,326	159,097
Utilities	43,260	54,000
Professional Services & Contract Maint	27,500	69,500
Chemicals	12,000	12,000
Parts & Supplies	27,000	13,000
Capital Outlay	63,000	42,997
Overhead Fees	90,919	99,021
All Other Operating Expenses	50,550	61,480
Debt Service	40,000	32,848
Transfer to Bond & Interest	434,200	434,200
Transfer to General Fund	39,000	41,000
Total Expenditures	962,755	1,019,144
Unencumbered Cash Balance December 31	76,461	187,715

Adopted Budget

Recreation Employee Benefits	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	0	422
Receipts:		
Ad Valorem Tax		
Delinquent Tax	250	250
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Interest on Idle Funds		
Total Receipts	250	250
Resources Available:	250	672
Expenditures:		
Transfer To Employee Benefit Fund	250	672
Total Expenditures	250	672
Unencumbered Cash Balance December 31	0	0

Adopted Budget

Golf Course Fund	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	19,789	6,362
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Greens & Range Fees	48,600	56,531
Member Fees	48,000	45,730
Cart Related Fees	40,600	60,022
Food & Beverage	30,500	44,254
Pro Shop Sales		5,162
Transfer from Electric	70,000	165,000
Miscellaneous/Sales Tax	9,700	11,900
Interest on Idle Funds		
Total Receipts	247,400	388,599
Resources Available:	267,189	394,961
Expenditures:		
Salaries & Wages	122,110	98,531
Employee Leave Payout		95,392
Management Contract		22,500
Utilities	14,610	20,475
Rentals	5,250	4,757
Chemicals/Seed/Fertilizer	14,000	19,620
Fuels	13,000	8,956
Commodities for Resale	20,000	29,232
Equipment	0	3,531
Debt Service	22,750	22,750
All Other Expenditures	46,734	64,887
Total Expenditures	258,454	390,631
Unencumbered Cash Balance December 31	8,735	4,330

**Notice of Budget Hearing for Amending the
2015 Budget**

The governing body of

City of Osawatomie

will meet on the day of December 17, 2015 at 6:30 PM at Memorial Hall, Osawatomie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall or on the City website at www.osawatoimeks.org and will be available at this hearing.

Summary of Amendments

Fund	2015 Adopted Budget			2015 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General Operating Fund	26.769	596,008	2,421,391	2,484,225
Employee Benefit Fund	24.880	553,956	731,932	754,130
Refuse Fund			396,700	421,000
Recreation Fund			1,000	7,268
Public Safety Equipment Fund			9,068	17,204
Sewer Fund			962,755	1,019,144
Recreation Employee Benefits			250	672
Golf Course Fund			258,454	390,631
			0	0
			0	0

Don Cawby
Official Title: City Manager

(Published in the Osawatomie Graphic, Dec. 2, 2015)

NOTICE OF BUDGET HEARING FOR AMENDING THE 2015 BUDGET

The governing body of **City of Osawatomie**

will meet on the day of December 17, 2015 at 6:30 p.m. at Memorial Hall, Osawatomie, KS, for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall or on the City website at www.osawatomieks.org and will be available at this hearing.

Summary of Amendments

Fund	2015 Adopted Budget		2015 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	
General Operating Fund	26.769	596,008	2,421,391
Employee Benefit Fund	24.880	553,956	731,932
Refuse Fund			396,700
Recreation Fund			1,000
Public Safety Equipment Fund			9,068
Sewer Fund			962,755
Recreation Employee Benefits			250
Golf Course Fund			258,454
			0
			0

Don Cawby

Official Title: City Manager

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: ECA Calculation Change & Electric Ordinance

PRESENTER: Don Cawby, City Manager

Scott Shreve, Energy Management Group (EMG)

ISSUE SUMMARY: At the November 19 Work Session, we discussed possible changes to the calculation of the ECA. The first change was to eliminate the 3-month rolling average and instead make the ECA “true up” with the energy prices for that billing cycle. Second, we proposed changing the base rate for the ECA calculation from 5.0 cents to 4.0 cents. This change is recommended to capture the savings from the elimination of the Nearman contract and put it towards the generation project. Included with the memo are tables and charts demonstrating the proposed changes in the ECA.

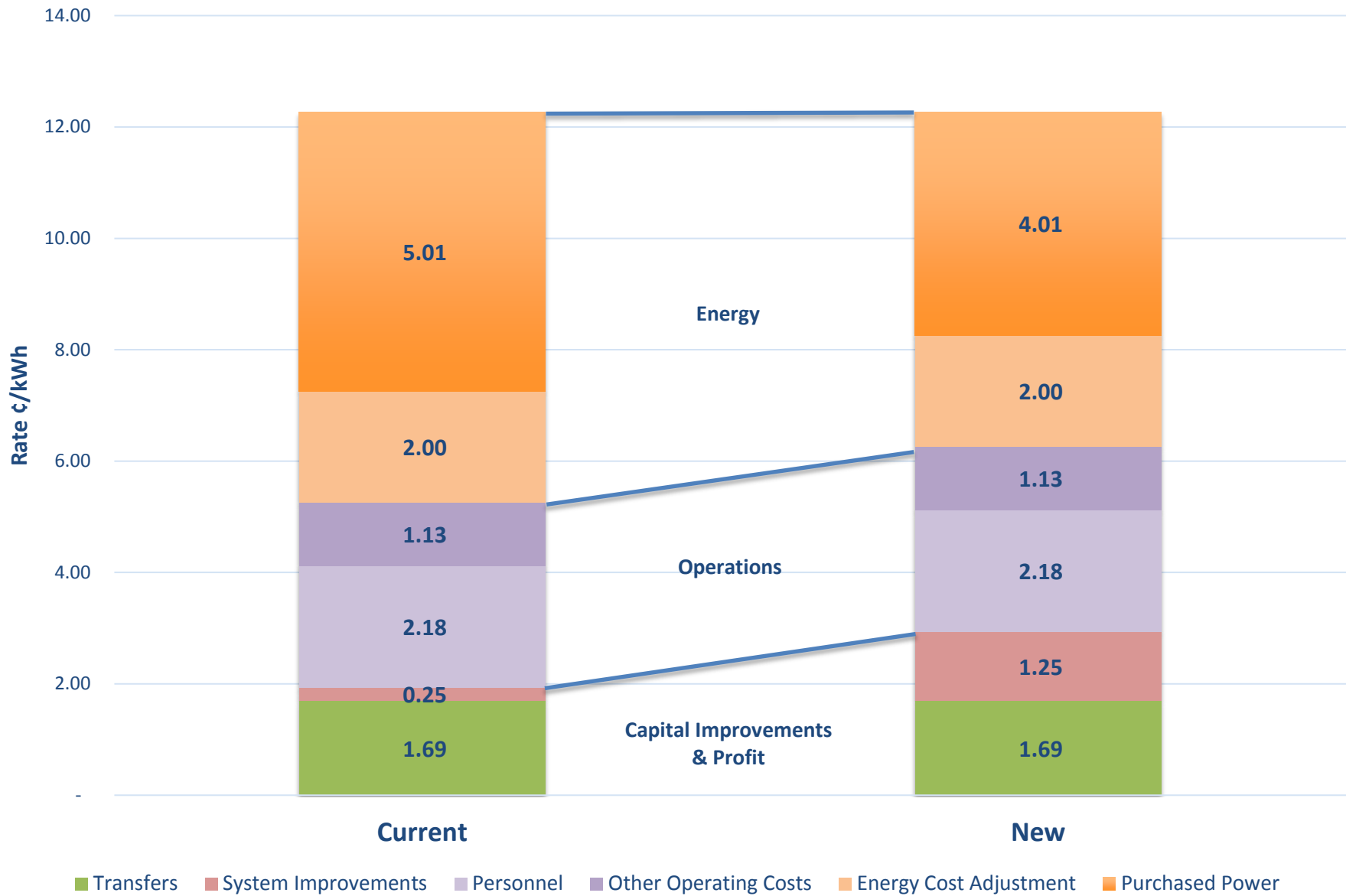
Both of these changes were discussed at length with the Power Supply Task Force and viewed favorably. The base rate change was agreed upon as an integral part of the generation project and has been used in all assumptions for the project and the sale of the bonds.

To implement this change, the new Electric System Ordinance should be adopted and the Fee Resolution should be passed with the changes made to reflect the new ordinance and the recommended calculation changes.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the ordinance. When considering the Fee Resolution, include the changes to the electric rates to adopt these changes.

Osawatomie Electric Rate Structure



The City of Osawatomie

Calculation form for the Monthly Energy Cost Adjustment (ECA)

Compute the monthly Osawatomie ECA with power purchased and City generated kWh data of the prior month. The retail billing month is:

September 2015

1. The prior month costs are:

A. City Generation

A. Gas	\$30.00	
B. Oil	\$0.00	
C. Diesel	\$0.00	\$30.00

B. GRDA

\$102,929.62

C. Nearman

\$20,502.64

D. SPA

\$3,552.10

E. WAPA

\$9,331.11

F. KCPL/KMEA

\$7,983.70

G. SPP Market

\$10,978.59

H. EMP1 Transmission

\$13,904.96

I. Total

\$169,212.72



2. The prior month energy supplied to Osawatomie

A. City Generation

- kWh

B. GRDA

2,160,000 kWh

C. Nearman

- kWh

D. SPA

116,632 kWh

E. WAPA

201,358 kWh

F. KCPL/KMEA

188,292 kWh

G. SPP Market

310,267 kWh

H. Total minus losses

2,976,549 kWh

3. Fuel Adjustment Calculations:

A. Item 1. I. divided by Item 2. H.

\$0.0568 per kWh

B. Transmission and City Losses @ 18%

\$0.0102 per kWh

C. Total Energy Cost for Osawatomie

\$0.0671 per kWh

D. Minus Base

\$0.0500 per kWh

E. Total ECA for Osawatomie

\$0.0171 per kWh

The City of Osawatomie

Calculation form for the Monthly Energy Cost Adjustment (ECA)

Compute the monthly Osawatomie ECA with power purchased and City generated kWh data of the prior month. The retail billing month is:

September 2015

1. The prior month costs are:

A. City Generation

A. Gas	\$30.00	
B. Oil	\$0.00	
C. Diesel	\$0.00	\$30.00

B. GRDA

\$102,929.62

C. Nearman

D. SPA

\$3,552.10

E. WAPA

\$9,331.11

F. KCPL/KMEA

\$7,983.70

G. SPP Market

\$10,978.59

H. EMP1 Transmission

\$13,904.96

I. Total

\$148,710.08



2. The prior month energy supplied to Osawatomie

A. City Generation

- kWh

B. GRDA

2,160,000 kWh

C. Nearman

- kWh

D. SPA

116,632 kWh

E. WAPA

201,358 kWh

F. KCPL/KMEA

188,292 kWh

G. SPP Market

310,267 kWh

H. Total minus losses

2,976,549 kWh

3. Fuel Adjustment Calculations:

A. Item 1. I. divided by Item 2. H.

\$0.0500 per kWh

B. Transmission and City Losses @ 18%

\$0.0090 per kWh

C. Total Energy Cost for Osawatomie

\$0.0590 per kWh

D. Minus Base

\$0.0400 per kWh

E. Total ECA for Osawatomie

\$0.0190 per kWh

**City of Osawatomie
Fuel Adjustment Worksheet**

September 2015

POWER COSTS

<u>Month</u>	<u>Fuel for Production</u>		<u>Purchased Power</u>		<u>Transmission</u>		<u>TOTAL</u>
June	31.81		165,567.23		17,645.62		183,244.66
July	30.87		178,382.99		20,251.21		198,665.07
August	320.22	Gas	8,762.53	EMP	16,071.04	EMP	
		Oil	4,922.52	HYDRO		HYDRO	
		Diesel	31,878.22	NEARMAN		Other	
		Other	104,046.81	GRDA			
			10,799.89	WAPA			
			10,799.89	Other			
Subtotal	320.22		160,409.97		16,071.04		176,801.23
TOTAL COSTS	382.90		504,360.19		53,967.87		558,710.96

POWER SOLD

<u>Month</u>	<u>KWH</u>
June	2,379,101
July	3,097,870
August	3,344,542
TOTAL POWER SOLD (3 Months)	8,821,513

FUEL ADJUSTMENT CALCULATION

	<u>Cost/KWH</u>
Actual Cost/KWH	0.0633
Less: Cost Base	0.0500
Energy Adjustment Needed	0.0133

ORDINANCE NO. ____

AN ORDINANCE PERTAINING TO THE OPERATION AND MAINTENANCE OF A MUNICIPAL ELECTRIC UTILITY; BY ADDING NEW SECTIONS TO ARTICLE 3 OF CHAPTER 15 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, KANSAS

WHEREAS, the City of Osawatomie's electric system was established in 1939 to provide electricity to residents of the City; and

WHEREAS, the City owns and operates the electric system for the benefit of its citizens and to ensure the on-going economic vitality of the community; and

WHEREAS, the City must establish rules, rates and operational procedures for the efficient and effective operation of the electric system.

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

SECTION ONE. Article 3 of Chapter 15 of the Code of the City of Osawatomie is hereby amended to read as follows:

ARTICLE 3. ELECTRICITY

15-301. Administration and Operation of the Utility.

The City Manager shall adopt such administrative and operational policies as necessary to allow for the efficient and effective metering, billing and collecting of payments from customers of the electric utility.

15-302. Meter regulations.

(a) All electricity furnished by the municipal electric utility shall be measured by electric meters furnished, installed and maintained by the city for that purpose and every consumer shall provide a suitable place for the installation of the same.

(b) For the purpose of reading meters, duly authorized employees of the city may legally enter any premises at any reasonable hour.

15-303. Connections.

All connections to the municipal electric system shall be made by city employees only.

15-304. Same; separate connections.

Unless special permission is granted by the city, each premise shall have a separate and distinct service connection, and where permission is granted for branch service connections, each branch service connection shall have its own separate meter.

15-305. Taking service without authority prohibited.

It shall be unlawful for any person, firm or corporation to take any electric service from the municipal electric utility except where lawfully authorized and where such electricity is passing through a city meter.

15-306. Meter testing.

If a test is requested by the customer and the meter is found to be accurate within two percent, the meter will be deemed correct and the cost of the test will be assessed to the customer.

15-307. Utility deposit.

At the time of making application for electric service, the property owner or customer shall make a cash deposit in the amount and manner specified in Section 15-108 to secure payment of accrued bills or bills due on discontinuance of service.

15-308. Electric rates.

The rates per month for the use of electricity shall be set by the governing body at least annually in a fee resolution. Said rates may include, but are not limited to, the following types of classes, services and fees:

- (a) Residential
- (b) Small General
- (c) Large General
- (d) City Use
- (e) Outside City Limits
- (f) Energy Cost Adjustment (ECA) Charge
- (g) Security/Yard Lights
- (h) Late Charges & Penalties
- (h) Connection, Disconnect & Reconnect Charges

15-309. Property easements for electric utilities.

The easement is to be kept clear of any obstructions that would prevent city crews from maintaining service.

15-310. Declaration of an electric emergency.

Whenever the governing body of the city finds that an emergency exists by reason of a shortage of electric supply at a reasonable price, it shall be empowered to declare by resolution that an electric supply emergency exists and that it will encourage voluntary electric conservation or impose mandatory restrictions on electrical use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of an electrical supply emergency shall be effective upon their publication in the official city newspaper.

15-311. Emergency electric rates.

Upon the declaration of an electrical supply emergency as provided in Section 15-310, the governing body of the city shall have the power to adopt emergency electric rates by ordinance

designed to conserve electric supplies. Such emergency rates may provide for, but are not limited to:

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

15-312. Energy Cost Adjustment (ECA).

(a) All electric bills are subject to a monthly Energy Cost Adjustment (ECA) and shall be calculated as follows:

The rate for energy to which this adjustment is applicable shall be adjusted by \$.0001 per kilowatt-hour (kWh) in the aggregate cost of energy as computed by the following formula:

$$[(P + G + O) / (K + C)] \times L - (B) = \text{Adjustment}$$

P = The current month actual total cost of power purchased.

G = The current month actual total cost of City generation.

O = The current month actual total cost of any other associated power supply expenses.

K = The current month actual total kWh of the delivered purchased power.

C = The current month actual total kWh of the delivered City generation power.

L = The current City losses determined annually (((Purchased Power + City Generation) - City Billed) / City Billed).

B = The Base will be established by a fee resolution, as specified in Section 15-308.

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

ADOPTED AND APPROVED by the Governing Body this 17th day of December, 2015.

(SEAL)

L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk



CITY OF OSAWATOMIE

FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. ____: AN ORDINANCE PERTAINING TO THE OPERATION AND MAINTENANCE OF A MUNICIPAL ELECTRIC UTILITY; BY ADDING NEW SECTIONS TO ARTICLE 3 OF CHAPTER 15 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, KANSAS

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

(Published in the Osawatomie Graphic, December 23, 2015) 1t

Summary of Ordinance No. ____

On December 17, 2015, the City of Osawatomie, Kansas adopted Ordinance No. ____, an ordinance adding new sections related to operation of the City’s electric utility to the municipal code of the city of Osawatomie. The ordinance provides an outline for the operation of the electric utility with provisions concerning metering, connections to service, deposits, supply emergencies, and rates. The ordinance also specifically outlines the calculation of the City’s Energy Cost Adjustment (ECA) and allows for the setting of rate amounts in an annual fee resolution. Changes to the City Code are made by adding new sections to Article Three of Chapter 15 of the Code of the City of Osawatomie. A complete copy of this ordinance is available at www.osawatomiex.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary is certified by Richard Wetzler, City Attorney.

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

DATED: December 17, 2015

/s/
Richard S. Wetzler, City Attorney

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: **Extended Warranties for Generators**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As part of the generation project, we have planned to secure a 3-5 year extended warranty on the generators, when the initial warranty expires in November of 2016. We have received pricing from Caterpillar on the extended warranties, and they have offered the following options:

- 24 Month \$6,082.00 per unit
- 36 Month \$9,741.00 per unit
- 48 Month \$13,870.00 per unit

Dave Schaefer of High Plains Power and Scott Shreve of EMG both recommend the 36-month option based on the number of hours and length of time we expect to generate and the appropriate timing to consider conversion to dual fuel capabilities. At that point, there is also expected to be another option for extended coverage.

I am working on getting detailed information to confirm the coverage of these warranties, but we understand them to be mere extensions of the bumper to bumper coverage of the units that are currently on the units. The one requirement will be that the equipment must be under a CAT maintenance agreement while under extended warranty. This agreement would not need to be in place until the units are operational, so purchase of the agreement may wait until early in 2016.

The initial price we have been given on a maintenance agreement is \$4,700 per unit per year over the 3 years, or \$26,000 per year for all six units. We do believe that we can lower the maintenance agreement amount through negotiation. The timing of the purchase at these prices may not work out to allow the Council to consider the approval of the purchase of these warranties at our January 14 meeting.

COUNCIL ACTION NEEDED: Review and discuss. Consider approval of the purchase in order to take advantage of 2015 warranty prices.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends authorizing the City Manager to purchase of the 36 month warranty from CAT, not to exceed \$60,000 in total for 36 months.

City of Osawatomie
Proposed Generator Substation Project Budget
12 MW (6-2,000 KW)

		Total
1	Generator Purchase	\$ 1,600,000.00
2	Generator Delivery	\$ 220,000.00
3	Generator Warranty Extended Warranty	\$ 90,000.00
4		
5	7th Street Sub Modifications 15% Contingency Included	\$ 785,000.00
6	7th Street Sub Feeder Mod (1) 10% Contingency Included	\$ 39,600.00
7	9th Street Substation 15% Contingency Included	\$ 2,052,000.00
8	9th Steet Sub Temp Dist (2) 10% Contingency Included	\$ 43,300.00
9		
10	Generator Megger Testing	\$ 6,000.00
11	Generator Engine Testing Budget	\$ 27,000.00
12	Gen Load Testing (Insp & Service) Budget	\$ 31,200.00
13		
14	Geneator #2 Repairs	\$ 150,000.00
15		
16	New Building	\$ 450,000.00
17	Dual Fuel Conversion	
18	Additional Unknowns/Risk	\$ 104,840.00
19	Subtotal	\$ 5,598,940.00
20	Overall Project Contingencies Budget ??%	
21	Survey	
22	Engineering Austin, NM Site Visit	\$ 3,840.00
23	Engineering Gen Transport/Study and Report	\$ 23,400.00
24	Air Permitting/Engineering Amendment 12/10/2015	\$ 316,810.00
25	Legal	
26	Total Project Opinion of Cost	\$ 5,942,990.00
27	City Budget	\$ 5,848,570.00
	Over/(Under) Budget	\$ 94,420.00

Notes

- 1 To be determined after survey
- 2 To be coordinated with City

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: **KS FiberNet Franchise Agreement**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: KS FiberNet will make a presentation to the City Council at the meeting about their proposed fiber project which will bring wholesale fiber and another fiber-backed business internet option to Osawatomie. In order for KS FiberNet to offer these services, the City will have to enter into an agreement with the provider to allow them to use our right-of-way (ROW) to distribute the services throughout town.

KS FiberNet provided us with a template franchise agreement which they have used in other communities. I reviewed this proposed agreement with those that have been adopted in Paola and Atchison, and the provisions in all three agreements are identical. The proposed agreement has also been reviewed by the City Attorney.

COUNCIL ACTION NEEDED: Review and discuss the proposed agreement.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends adopting the proposed Ordinance to authorize the franchise agreement as proposed. Staff will begin discussions with KS FiberNet to evaluate options for fiber connections between the City's buildings and the School District will also be invited to participate in these discussions as they consider options for upgrading their fiber connections.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, GRANTING TO KANSAS FIBER NETWORK, A KANSAS LIMITED LIABILITY COMPANY (KSFIBERNET), ITS SUCCESSORS AND ASSIGNS, A TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

This Franchise Agreement (“Agreement”) is entered into as of December 17, 2015 (“Effective Date”) by and between the City of Osawatomie, a municipal corporation (the “City”), and KsFiberNet.

RECITALS

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

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

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

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

E. KsFiberNet desires to obtain from City as permitted by law, and City is willing to grant KsFiberNet as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent this Agreement.

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

SECTION 1 INSTALLATION OF THE NETWORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5.1 City Use of New Poles. The Parties understand and agree that the city may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with KsFiberNet’s use of its Network or Facilities. KsFiberNet shall reasonably cooperate with the City when using the New Poles.

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

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

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

1.6.1 5% Franchise Fees for all Gross Revenues. In consideration of this Franchise Agreement, KsFiberNet agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross Revenues" means revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; and (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; (G) RF telecommunications service revenue or any other operating revenue derived from leasing KsFiberNet's dark fiber and indefeasible rights of use "IRU") fees. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (G) as referenced within this Section 1.6.1. Uncollectable and late charges shall not be included within gross revenues. KsFiberNet shall pay its Franchise Fee on the 15th day of the second month following the month in which the Gross Revenue is received. Notwithstanding the above, to the extent the definition of Gross Revenues is inconsistent with the definition of "Gross Receipts" set forth in KSA 12-2001, the definition of Gross Receipts shall control.

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

1.6.3 **Ministerial Application Fees.** Upon execution and approval of this Agreement, KsFiberNet shall pay to the City a one-time application fee in the sum of \$2,500.00 to recover the City's costs associated with the review and approval of this Agreement. The City certifies that such application fee reimburses the City for its reasonable, actual and verifiable cost of reviewing and approving this Agreement.

1.6.4 **Accounting Matters.** KsFiberNet shall keep accurate books of account at its principal office in Wichita, Kansas , or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6.1 above. No more than once per year, the City may inspect KsFiberNet's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 1.6 – 1.6.3 above. The City agrees to hold in confidence any non-public information it learns from KsFiberNet to the fullest extent permitted by Law.

1.7 **Access to the Facilities.**

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

1.7.2 **City Observation.** KsFiberNet shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 **Term.** This Franchise Agreement shall be effective for an initial term of two (2) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if KsFiberNet does not request termination and is operating hereunder and is not in

default of its obligations hereunder, then this franchise shall not be terminated and shall continue from year-to-year as provided herein. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment. Under no circumstances shall this franchise ordinance exceed twenty (20) years from the effective date of the franchise ordinance. At the conclusion of the twenty (20) year period the parties hereto agree to negotiate a new franchise in good faith in the event KsFiberNet is still providing services hereunder.

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

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

SECTION 3 REMOVAL AND RELOCATION

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

3.2 Removal Due to Termination. No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, KsFiberNet shall, at its sole cost and

expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including City ROW, City facilities added under Section 1.4.1, or City real property), restore each Facility and its adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by KsFiberNet to the Facility or adjacent property, or as otherwise required by the City. For New Poles, KsFiberNet shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, KsFiberNet shall abandon the Network, or any part thereof, in place and convey it to the City if either the City or KsFiberNet elects to do so.

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

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

SECTION 4 MAINTENANCE AND REPAIR

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

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

to maintain the Facilities, KsFiberNet shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

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

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

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

SECTION 5 TAXES

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

SECTION 6 INDEMNIFICATION

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

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

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

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

SECTION 7 INSURANCE

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

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

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

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

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

(b) **Deductible and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if KsFiberNet's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the KsFiberNet's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, the KsFiberNet's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 DEFAULT

8.1 Default.

8.1.1 **Defined.** A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default

shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

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

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

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

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

SECTION 9 INTERFERENCE

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

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

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, KsFiberNet shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by KsFiberNet to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than ninety (90) days, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of KsFiberNet's Customer(s)

remains the responsibility of KsFiberNet. If the interference is an emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

SECTION 10 MISCELLANEOUS PROVISIONS

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

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

City: City of Osawatomie
439 Main Street
Osawatomie, KS 66064
Attention: Don Cawby, City Manager

KsFiberNet: Kansas Fiber Network, LLC
8201 E. 34th St. Cir N
Building #1501
Wichita, KS 67226
Attention: Steven Dorf, President and CEO

Such notice shall be deemed made when personally delivered; of mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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

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

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

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

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

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

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

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

10.12 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority

to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

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

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

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

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

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

ADOPTED AND PASSED by the Governing body of the city of Osawatomie, Kansas, this 17th day of December, 2015.

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CITY OF OSAWATOMIE, KANSAS

By: _____
L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

KANSAS FIBER NETWORK, LLC

By: _____
Steven Dorf, President

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: Fee Table & Resolution

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The fee table has been amended to reflect proposed changes in rates, as well as clarification or re-wording of existing fees in the table. The following changes are proposed to fees for 2016:

- Auditorium Rental – Add an hourly fee of \$10. Current practice.
- Old Stone Church Deposit – Increase to \$100, same as others. Current practice.
- Delete Clubhouse Rental Fee – To be negotiated by Golf Course, as with other fees.
- Municipal Court Fee – Increase to \$60. Court costs continuing to rise. This is an attempt to recover costs. Based on other cities, we are low.
- Plan Review Fees for Buildings – Charge actual costs for third party review. Current practice.
- Pet Registration – Clarify fees and timing to match current practice.
- Electric Rate for School District – Lower rate per agreement with school to cover increased costs from recreation and new pool. Lower rates on demand and City rates on non-demand.
- ECA – Changed to match ordinance and proposed plan for generation.
- Refuse – Increase service charge to \$0.65 per month from \$0.50. Refuse fund balance continues to decline. Raises about \$2,800 per year to balance fund.
- Water – Updates for already passed annual top water rate increase of \$0.02 per 100 gallons.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the resolution as presented.

RESOLUTION NO. _____

**A RESOLUTION REVISING THE ANNUAL
FEE RESOLUTION NO. 698.**

WHEREAS, a “comprehensive fee listing” promotes efficiency and expediency regarding City fees and charges; and

WHEREAS, the Governing Body shall at least annually review prior to the next fiscal year’s budget all fees and charges.

BE IT RESOLVED BY THE CITY OF OSAWATOMIE, KANSAS, that the fees and charges in “Exhibit A” attached be established.

SECTION ONE: Resolution No. 698 and all fees that are in conflict with this Resolution regarding fees and charges are hereby repealed.

SECTION TWO: This Resolution shall take effect the 1st day of January, 2016.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 17th day of December, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

OSAWATOMIE FEE SCHEDULE
Adopted 12/___/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
ADMINISTRATIVE:							
ALCOHOL & CEREAL MALT BEVERAGE							
3-101	Code 1977	Alcoholic Consumption on Public Property	\$100.00 deposit	28-Jul-05	\$100.00 deposit		
		Cereal Malt Beverage					
		general retailer/consumption	\$100.00*	13-Dec-07	\$50.00 per calendar year *		
		limited retailer/retail sales	\$50.00*	13-Dec-07	\$50.00 per calendar year *		
	change location application fee		13-Dec-07	\$25.00			
	* plus any state assessed costs/taxes						
	Occupational Tax – Retail Liquor sales off premises consumption	\$300.00		\$300.00 per year			
	Private Club License - Class A Club			\$250.00 per year			
Private Entertainment Event			\$100.00				
Ord 3254	Drinking Establishment License - Class B Club	\$100.00		\$250.00 per year			
Special Event Cereal Malt Beverage Permit			\$50 + \$25 State Fee				
Temporary Liquor License - by the drink			28-Jul-05	\$50.00 per day + state license			
BUILDING RENTALS							
Governing Body Nov-05	Auditorium	per hour				\$10.00	
		per day	\$125.00	17-Dec-09	\$150.00		
		deposit			\$100.00		
		microphone deposit			\$25.00		
	Memorial Hall	Monday - Friday	7:00 a.m. - 3:00 p.m.	\$35.00	13-Dec-07	\$40.00	
			4:00 p.m. - midnight	\$45.00	13-Dec-07	\$50.00	
			all day	\$55.00	13-Dec-07	\$60.00	
		Saturday, Sunday, Holidays	7:00 a.m. - 3:00 p.m.	\$40.00	13-Dec-07	\$50.00	
			4:00 p.m. - midnight	\$50.00	13-Dec-07	\$60.00	
			all day	\$60.00	13-Dec-07	\$70.00	
		Grandfathered organizations	deposit	\$25.00 per year		\$35.00 per year	
				\$100.00		\$100.00	
	Old Stone Church		\$50 deposit only	16-Dec-10	\$50 rent + \$50 deposit	\$50 rent + \$100 deposit	
	Golf Course Clubhouse	winter rental	\$125.00 + salary	13-Dec-07	\$250.00 + salary	delete	
Rental Waivers	USD #367 & Chamber of Commerce Osawatomie Alumni Association Benefit for someone with severe illness	no rent/no deposit	14-Dec-06	no rent/no deposit no rental charge no rental charge			

OSAWATOMIE FEE SCHEDULE
Adopted 12/___/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
CEMETERY						
	Ord 3395	Opening & closing grave, reopening or disinterment	contractor's cost		contractor's cost	
		Single grave space				
		City Limits	\$100.00	9-Jan-14	\$150.00	
		Osawatomie Zip Code	\$0.00	9-Jan-14	\$250.00	
		All Other	\$200.00	9-Jan-14	\$400.00	
		Permit for setting monument				
		single/double/corner markers	\$30.00	14-Dec-06	\$40.00	
		reset	\$0.00	9-Jan-14	no charge	
		repair			no charge	
		Burial Permit				
	during business hours	\$25.00	14-Dec-06	\$30.00		
	after business hours	\$75.00	14-Dec-06	\$80.00		
	Permit for disinterment	\$10 + cost + 10%	14-Dec-06	\$80.00		
	Stone Setting Bond	\$300.00	14-Dec-06	\$300 w/liability ins of \$1M		
FIREWORKS						
	Ord 3582	Permit for sale of fireworks	\$750.00	11-Dec-08	\$1,000.00	
		Permit for public display	none		none	
MISCELLANEOUS/OTHER						
		Insufficient check charge for checks returned unpaid by a bank (KSA 21-3707(b)(1))			\$30.00	
MUNICIPAL COURT						
	Ord 3627	Court Cost - plus any state assessed costs	\$40.00	14-Jun-07	\$55.50 + State costs	\$60.00 + State costs
	Ord 3706	Other Court Fees not to exceed \$500		13-Dec-12	As assessed by the Judge	
		Court Fines			fine schedule determined by Judge	
OPEN RECORDS FEES						
		Copies	\$0.20	28-Jul-05	\$.60 per page	
		Research fee per employee	\$13/hr.		\$20.00 hr. w/ \$20.00 min.	
		Utility Histories	150% of cost	9-Jan-14	\$.60 per page or \$10 per mutli-family housing complex	
		Letters of Credit	150% of cost	9-Jan-14	\$.60 per page	
		Maps, postage, manuals, misc.	manuals - \$10		150% of City cost including labor	
SOLICITORS, CANVASSERS, PEDDLERS (ETC. City Code 5-201)						
	5-207	License fee per person	\$10/day/person	14-Dec-06	\$30.00 per day per person	
		License fee for Ice Cream Street Vendors			12-Jul-12	\$50.00 per year per vehicle

OSAWATOMIE FEE SCHEDULE
Adopted 12/___/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
BUILDING, ZONING & NUISANCES:							
BUILDING PERMITS							
	Ord 3577	Residential Structures New, Additions, Remodel, or Accessory Structures over 120 ft ² , including unfinished basements & garages	\$.27/sq ft (annual increase of \$.03/yr)+ Utilities as required	12-Jan-12	\$.30 per sq. ft., minimum \$40 + UTILITIES as required		
		Non-Residential & Public Projects (Other than City) New, Alterations or Additions with a Construction Value less than \$300,000 New, Alterations or Additions with a Construction Value of \$300,000 or greater	\$.22 per sq. ft., \$100 minimum + UTILITIES as required	12-Jan-12	\$.25 per sq. ft., \$100 minimum + UTILITIES as required Adopted Building Code Rates		
		Accessory Structures Residential/Commercial 120 sf and greater Agricultural All square footage	\$.27/sq ft (\$40 min) \$25.00	12-Jan-12 13-Dec-07	\$.30 per sq. ft. - min of \$40 \$30.00		
		Re-roof/New Roof/fences over 6' in height	\$25.00	13-Dec-07	\$30.00		
		Demolition Free Standing Building with Shared Wall	\$25.00 \$100.00	13-Dec-12	\$30.00 \$100 + engineer review costs		
		Electric Wiring replacement (of existing wiring only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00		
		Plumbing replacement (of existing plumbing only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00		
		Mechanical, Heating, Venting & AC replacement (of existing HVAC only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00		
		Earthwork - excavation or fill 18" or more	\$40 + actual cost		\$50 plus actual City cost		
		Towers, Generating Stations, & Generating Plants			Adopted Building Code Rates		
		Temporary Occupancy Permit		17-Dec-09	\$25.00		
		Decks	\$25.00		\$30.00		
		Signs	\$25.00		\$30.00		
		Structure Moving Fee <i>* does not include all cost of required new structure permits</i>	\$40 + cost - \$300 ...	13-Dec-07	\$50 + cost of City labor - \$500 in escrow prior to permit - total cost = actual City cost*		
		Street excavation fee per occurrence or street/curb damage fee <i>(permit required for each occurrence)</i>	\$300 escrow ...		\$1,000 escrow held up to 1 year, 48 hr response to trigger escrow		
		Ord 3320	Oil or gas drilling permit fee	\$100.00	13-Dec-07	\$1,000.00	
			Plan Review Fee Non-Residential & Public Housing* <i>* may include (but not limited to) all plans such as utility site plans, storm water plans, traffic flow plans, outside lighting plans, landscaping plans, building plans, etc.</i>	\$250.00	12-Jan-12	\$250 or adopted building code rates if value is over \$300,000	\$250 or Actual Cost of Third-Party Review

OSAWATOMIE FEE SCHEDULE
Adopted 12/__/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		Residential Homes and Accessory Structures	\$50/hour w/1 hour min./3 hour max.	12-Jan-12	\$50/hour w/1 hour min./3 hour max. or Adopted Building Code Rate for Buildings valued over \$300,000	\$50 minimum up to \$150, based on \$50/hr, or Actual Cost of Third-Party Review, if necessary
		Working without building permit (in addition to any citation)	double permit fee	13-Dec-07	triple permit fee	
CONTRACTOR REGISTRATION FEES*						
	Ord 3577	<i>* All must present proof of required insurance</i>				
		General Builder or Limited Building Contractor Engages in general contract work, except house moving	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Electrician or Electrical Contractor Engages in more than one kind of electrical construction work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Plumber or Plumbing Contractor Engages in more than one kind of plumbing work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Mechanical Contractor Engages in more than one kind of mechanical work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Tree Trimmers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		House Movers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Sign Hangers and Panel Posters	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Operating without being registered		14-Dec-06	maximum \$500.00	
MOWING ASSESSMENT						
		Mowing of Nuisance Lots - each occurrence	\$150/hour	17-Dec-09	\$200.00/hr, 1 hr minimum (round up to next hour)	
ZONING*						
	Ord 3577	<i>* All zoning requests will be fees plus actual City costs for publication, notifications, legal costs</i>		28-Jul-05		
		Rezoning – All districts 0 - 5 acres 5.1 - 50 acres 50.1 and up	\$150.00 + \$5.00 per owner		\$250.00 \$300.00 \$400.00	
		Special Use Permit – Initial Application 0 - 5 acres 5.1 - 50 acres 50.1 and up	\$100.00 + \$5.00 per owner		\$200.00 \$300.00 \$400.00	
		Land use permit			\$400.00	
		Board of Zoning Appeals Variances Appeals	\$300.00 \$150.00	9-Feb-06	\$150.00 \$300.00	
		Subdivision Application Per lot, 10 or less Per lot, 11 or more Preliminary Plat Final Plat - not combined with preliminary plat	\$75 + \$5/lot \$75 + \$3.50/lot \$600.00	14-Dec-06	\$200.00 + \$5.00 per lot \$200.00 + \$3.50 per lot \$300.00 \$300.00	
		Lot Splits	\$75.00		\$150.00	

OSAWATOMIE FEE SCHEDULE
Adopted 12/___/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
PUBLIC SAFETY:						
ADMINISTRATIVE						
		Fee for Police Responses to Party* * Fees including but not limited to: Officer salaries, pro rate cost of equipment, cost of repairing City equipment or property, officer medical treatment, reasonable attorney fees, etc.		28-Jul-05	Actual Cost*	
	Ord 3482	Adult entertainment licenses				
		Business license	\$500.00 per year*	13-Dec-07	\$1,000.00 per year*	
		Manager's license	\$100.00 per year*	13-Dec-07	\$250.00 per year*	
		Entertainer's license	\$250.00 per year*	"	\$1,000.00 per year*	
		Server's license	\$50.00 per year*	"	\$50.00 per year*	
		* plus investigation costs	\$50.00 per year*	"	\$50.00 per year*	
		Access/ Copy Fees*				
		Copies	\$4.00 per report	18-Dec-14	\$5.00 per report	
		Mail Charge		"	\$2.00 per report	
		Fax Charge		"	\$1.00 per report	
		Search Charge		"	\$20.00 per hour	
		Computer Time		"	\$40.00 per hour	
		Video Reproduction	\$20.00 per copy	"	\$20.00 per hour	
		*No charge for law enforcement agencies or victims of crimes				
ANIMALS						
Ch. 2	Ord 3709	Dog or Cat License (registered for first time after Nov 1 will apply to the following year)				
		sexually altered	\$7.00 per animal per year	13-Jun-13	\$5.00 per animal per year	
		unaltered	\$10.00	13-Dec-07	\$10.00 per animal per year	
		updated micro-chip discount (must provide proof)	not available	13-Jun-13	Free, one tag	
		duplicate tag	\$2.00	13-Dec-07	(if not picked up unlicensed) \$2.50	
		Pickup Fee per licensed non-aggressive animal (in lieu of citation)				
		1st Pickup per animal	not available	13-Jun-13	\$0 (Warning)	
		2nd Pickup (within 12 months of 1st)	not available	"	\$10.00	
		3rd Pickup (within 12 months of 1st)	not available	"	\$25.00	
		4th Pickup (within 12 months of 1st)	not available	"	Pickup + at large citation	
		Unlicensed Animal Pickup Fee (in lieu of citation)				
		1st Pickup per owner	not available	13-Jun-13	\$25 + license	
		2nd Pickup (within 24 months of 1st)	not available	"	\$50 + license	
		3rd Pickup (within 24 months of 1st)	not available	"	\$100 + license	
		4th Pickup (within 24 months of 1st)	not available	"	Pickup + license + at large citation	
		General Pickup fee	\$25.00	13-Jun-13	\$25.00 with at large citation	
		Boarding fee (paid if animal is checked into pound)	\$20.00 per day	13-Jun-13	\$7.00 per day	
		Euthanization Fee	\$20.00	13-Dec-07	\$50.00	

OSAWATOMIE FEE SCHEDULE
Adopted 12/__/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		Vaccination fee	\$10.00	13-Dec-07	\$15.00 per animal	
		Vaccination deposit		13-Jun-13	\$10.00	
		Dead Animal Removal				
		Small animal from private property (commercial operation)	\$30.00 per animal	13-Jun-13	<i>Not Available</i>	
		Small animal from private property		14-Dec-06	\$25.00	
		Large animal from private property (over 50 lbs.)	Actual cost of removal	13-Jun-13	\$50.00 or Actual Cost if higher	
		Animal Adoption, dog or cat				
		License Fee	Same as above		Same as above	
		Adoption fee	\$20.00 per animal	14-Dec-06	\$25.00 per animal	
		Spay/neuter fee		14-Dec-06	\$100.00	
		Vaccination fee	Same as above		Same as above	
RECREATION:						
CAMPING FEES						
	Ord. 3277	Individuals				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day limit combined with all City parks	
		air conditioning or heat	--			
		Organizations				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day	
		air conditioning or heat	--			
GOLF COURSE FEES						
	Ord 3552	Memberships, Greens Fees and Golf Carts			All Rates To Be Established by the Operator Subject to City Manager Approval	
		Tournament Rates			Tournament Rates to be Negotiated by the Operator	

OSAWATOMIE FEE SCHEDULE
Adopted 12/__/2015; Resolution No. ---
Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
UTILITIES:						
ADMINISTRATIVE						
		Customer utility service fee (connections & transfers)	\$15.00	13-Dec-07	\$20.00 + tax	
		Utility Desposits		13-Dec-07		
		Residential	\$100.00		\$200.00	
		Commercial - average of previous 12 mos or similar business	\$150.00 min		\$300.00	
		Rental Units - residential	\$100.00		\$200.00	
		Senior citizen housing	\$50.00		\$75.00	
		Tavern	\$250.00		\$300.00	
		Restaurant	\$1,000.00		\$1,000.00	
		Late charge for delinquent utility bills	3%	11-Dec-08	7% of amount billed	
		Reconnection Trip Charge for services delinquent for non-payment				
		during business hours	\$20 + tax		\$25.00 + tax	
		after business hours	\$40 + tax		NO AFTER HOURS RECONNECT	
ELECTRIC SERVICE RATES						
	Ord 3422	Residential*				
		Meter Charge	\$10.00	13-Dec-12	\$9.00	
		First 100 kwh per month	\$0.156	25-Sep-08	0.150/kwh	
		Next 400 kwh per month	\$0.100	"	\$0.096/kwh	
		Next 1,000 kwh per month	\$0.079	"	\$0.076/kwh	
		All over 1,500 kwh per month	\$0.077	"	\$0.074/kwh	
		Small General*				
		Meter Charge	\$15.00	13-Dec-12	\$14.00	
		First 100 kwh per month	\$0.137	25-Sep-08	\$0.126/kwh	
		Next 400 kwh per month	\$0.121	"	\$0.111/kwh	
		Next 1,500 kwh per month	\$0.103	"	\$0.095/kwh	
		Next 3,000 kwh per month	\$0.100	"	\$0.092/kwh	
		Next 5,000 kwh per month	\$0.088	"	\$0.081/kwh	
		All over 10,000 kwh per month	\$0.082	"	\$0.075/kwh	
		Large General (Demand Meters)*				
		Demand			Minimum kW demand or 60% of highest summer kW demand	
		Demand Charge	\$5.81	25-Sep-08	\$5.35/kW of Demand	
		First 150 demand kWh (150 x demand)	\$0.068		\$0.063/demand kWh	
		Next 150 demand kWh (150 x demand)	\$0.062		\$0.057/demand kWh	
		All additional kWh	\$0.053		\$0.049/kWh	
		Customer Charge	\$75.00		\$75.00/mo	
		Minimum bill	demand + cc		demand + customer chg	

OSAWATOMIE FEE SCHEDULE
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Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
15-312		School District* Demand Meters				Minimum kW demand or 60% of highest summer kW demand
		Demand				\$5.35/kW of Demand
		Demand Charge				\$0.059/demand kWh
		First 150 kWh * demand kW per month				\$0.053/demand kWh
		Next 150 kWh * demand kW per month				\$0.049/kWh
		All additional kWh				\$75.00/mo
		Customer Charge				demand + customer chg
		Minimum bill				
		City Use & School District Non-Demand*				
		First 100 kwh per month	\$0.115	12-Oct-95	\$0.115 per kwh	
		All over 100 kwh per month	\$0.083		\$0.083 per kwh	
		Outside City Limits		14-Dec-06	50% over rates listed above	
		Energy Cost Adjustment (ECA) Charge* weighted average of 3 most recent months		28-Jul-05	Add 0.1 mill/kwh for each 0.1 mill over 50.0 mills or subtract for under 50.0 mills	<i>delete</i>
		Base Rate for Calculation (Calculation in Ordinance) 3 month average eliminated; based on actual bills for meter period * ECA applied to all electric rates				\$0.05/kWh - Jan 2016; \$0.04/kWh - beginning Feb billing
		Service Connection				
		Regular meter - res. & small commercial - 200 amps & less			\$500.00	
		Demand meter - 400 amps & more			\$750.00	
		Padmount transformer			cost + labor + 10%	
		Temporary Electric Hookup				
		rate	as applicable		as applicable	
		installation			\$100.00	
		deposit	as applicable		\$100.00	
		Security/Yard Lights				
		Monthly Rate		14-Dec-06	\$9.50 per month	
		175 watt	\$7.50			
		400 watt		14-Dec-06	\$20.00 per month	
		Installation	\$60.00		\$100 per light	
		Pole	\$60.00		\$100 per pole	
		30'		13-Dec-12	\$150 per pole	
		35'			\$125/hr equipment charge + \$75/hour per employee	
		After Hours Repair				

OSAWATOMIE FEE SCHEDULE
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Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
REFUSE SERVICE RATES						
	Ord 3533	Residential*	\$16.87 per family unit	18-Dec-14	\$17.20 per family unit	
		Business*				
		Class 1	2x \$16.77	18-Dec-14	\$17.10	
			5x \$39.04	"	\$39.81	
		Class 2	2x \$30.80	"	\$31.41	
			5x \$74.98	"	\$76.47	
		Class 3	2x \$42.11	"	\$42.94	
			5x \$103.24	"	\$105.29	
		Class 4	2x \$60.66	"	\$61.86	
			4x \$96.22	"	\$98.13	
			5x \$119.94	"	\$122.33	
			6x \$143.66	"	\$146.52	
		Class 5	2x \$96.22	"	\$98.13	
			4x \$191.07	"	\$194.88	
			5x \$238.50	"	\$243.26	
			6x \$285.94	"	\$291.65	
		Class 6	2x \$143.66	"	\$146.52	
			4x \$285.94	"	\$291.65	
			5x \$355.96	"	\$363.07	
			6x \$428.20	"	\$436.75	
		Class 7	2x \$191.07	"	\$194.88	
			4x \$380.79	"	\$388.40	
			5x \$475.63	"	\$485.13	
			6x \$570.48	"	\$581.88	
		Fuel Surcharge				
		Adjusts every 6 months per contract		1-Jan-14	3% for each \$0.20 increase in fuel over \$3	
		* Fuel Surcharge applied to all electric rates				
		Billing Charge - Administraton fee inlucded in rates			\$0.50	\$0.65
		Bulky Item Pickup Fee - included in rate	\$1.22		\$1.28	
		Collection outside City limits	no additional chg		50% over rates listed above	

OSAWATOMIE FEE SCHEDULE
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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
SEWER SERVICE CHARGES						
Ord 3481		Inside City Limits				
		<i>Volume charge based on metered water used during preceding December & January</i>		12-Nov-99		
		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)	\$26.08 per housing unit	"	\$28 per housing unit	
		Volume charge per 100 gallons of metered water	\$0.25 per 100 gallons	"	\$0.27 per 100 gallons	
		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)		"	\$9,550.93	
		Volume charge per 100 gallons of metered water	\$1.79 per month	"	\$.27 per 100 gallons	
		Extra Strength Sewage Surcharge	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)]	18-Dec-14	S=Vs x 0.00624 [\$.2647 (BOD-300) + \$.1942 (SS-350)]	
		BOD	\$0.2364 per pound	"	\$0.2647 per pound	
		Suspended Solids	\$0.1734 per pound	"	\$0.1942 per pound	
	Ord 3496	Service Connection		13-Dec-07		
		connection within existing districts	\$250.00		\$350.00	
		reconnection	\$50.00		\$50.00	
	Ord 3457	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
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Changes Effective - December 31, 2015

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
WATER SERVICE RATES						
	Res 557	Residential First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Over 7,400 gallons per month	\$13.00 min. per housing unit \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000	18-Dec-14 " "	\$9.50 meter fee \$.42 per 100 gallons	
		Commercial First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Next 67,400 gallons per month Over 74,800 gallons per month	\$18.25 minimum \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000 \$.30 per 100 gal over 65,000	18-Dec-14 " " "	\$9.50 meter fee \$.42 per 100 gal up to 75k gal \$.32 per 100 gal over 75,000 gal top tier increases \$0.02 per 100 gal each year until tier is eliminated	\$.34 per 100 gal over 75,000 gal automatic increase
		Outside City Limits		14-Dec-06	50% over rates listed above	
		State Hospital and Rural Water Districts First 7,500 Gallons, Minimum Excess Meter Charge Usage Rate	\$35.00 \$2.69 per thousand	18-Dec-14 "	\$25.00 \$2.90 per thousand	
		Bulk Water Sales Per Thousand Gallons Per 100 Gallons Hydrant Meter Fee	\$4.90 \$0.49	18-Dec-14 " 17-Dec-09	\$5.50 \$0.55 \$25.00	
		State Water Protection Fee - State mandated	\$0.032		\$0.032 per thousand gallons	
		New Service Connection - tap, service line & meter 3/4 inch meter or 5/8 inch meter meter larger than 3/4 inch			\$750.00 time & material + \$750.00	
		Temporary Water Service rate installation deposit fire hydrant water meter deposit			bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00	

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: 2016 Employee Increases

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: During the budget process, on my recommendation, the City Council did not set aside any funding for raises in 2016. One of the primary reasons was the projected low ending fund balance in the General Fund for 2016. Based on current projections, the General Fund ending balance should increase by at least \$60,000 over the budgeted amount. Furthermore, based on receipts and trends, I would expect there to be around \$40,000 or more increase in revenues for 2016 over the budgeted amount.

Based on the minimum savings I would expect for this year and the projections for 2016, I have attached a sheet with six options for salary increases in 2016.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends Option 5 which provides a one-time bonus of \$650 and an across the board \$0.20/hour increase for all employees. This equates to an increase of \$1,066 for all eligible full-time employees, but only \$416 is guaranteed to carry into 2017. On average the rate increase is a 1.2% base increase for an employee making \$16.50/hr. Overall, it has the effect of a 2.5% average increase for 2016, across all salaries.

2016 Pay Increase Scenarios
No Increases in Proposed Budget

		Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	Current	.25 Rate Inc	\$500 Bonus	1.25% COLA	1% COLA & \$.15 Rate Inc	\$.20 Rate Inc & \$650 Bonus	1.5% COLA, & 500 Bonus
Salaries	2,545,512	2,578,732	2,574,322	2,576,080	2,589,906	2,609,547	2,611,021
Benefits	884,561	891,233	890,436	890,865	893,608	897,537	898,002
Total	3,430,073	3,469,965	3,464,758	3,466,946	3,483,514	3,507,084	3,509,023
2016 Increase		39,892	34,685	36,873	53,441	77,011	78,950
<i>Salaries Only</i>		1.3%	1.1%	1.2%	1.7%	2.5%	2.6%
<i>w/ Benefits</i>		1.2%	1.0%	1.1%	1.6%	2.2%	2.3%
2017 Increase		39,892	-	36,873	53,441	24,285	31,147
	General Fund	Emp Ben	Water	Electric	Sewer	Golf	TOTAL
Option 1	23,065	4,982	3,234	4,538	1,754	2,319	39,892
Option 2	20,155	4,421	2,746	3,833	1,555	1,975	34,685
Option 3	20,588	4,450	3,060	5,613	1,776	1,386	36,873
Option 4	30,333	6,556	4,377	7,202	2,466	2,508	53,441
Option 5	44,076	9,621	6,060	8,472	3,385	4,356	75,969
Option 6	44,871	9,767	6,409	10,567	3,665	3,671	78,950

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: December 17, 2015

AGENDA ITEM: Capital Improvement Projects Update

PRESENTER: Don Cawby, City Manager

2015 Completed Projects

Police Station Garage & Breezeway

Sports Complex Building

Sports Complex Canopy & Sidewalks

Sports Complex Drainage

5th Street Water Line

7th & Brown Water Line

Golf Course Clubhouse

Project Updates

Main Street - Water. Water line work has connected all services up to 9th Street. Work continues this week while holding out hope the remaining two blocks are completed by Christmas. The holdup on the project has been inaccurate survey results not identifying a couple of major structures in the second half of the project. At this time, with no major change orders, we are running about \$250,000 (20%) under budget on the project.

Main Street – Phase 1. The project went out for bid last week and with a schedule to open bids on January 15. We will approve the bidder at the January 28 meeting.

Main Street – Phase 2. The CDBG application for Phase 2 was complete by GAS and submitted on November 2. We will hear in mid-January on whether or not the grant was awarded.

Generation Project. This project was reviewed at the December 10 meeting.

Sports Complex – CDBG Special Round. Design work for the project has begun with some planned redesign of the basketball and tennis court layout.

Shelter House. Tuck pointing is complete and the last item will be the ceiling or bracing under the roof. Plans are beginning on how to build the patio and how to tie into fundraising for the project.

West Lake Road. Work on 327th Street to north entrance of golf course was completed last Friday. The county is beginning stretch from golf course to boat ramp this week.

6th Street and Lincoln Avenue Intersection Reconstruction. Staff has begun a small project to construct approximately 1200 square feet of concrete pavement at 6th & Lincoln. Drainage issues was making pothole repair impossible. The project consists of constructing a concrete flume between pavement and inlet. Given good weather, the project should be completed by Christmas.

John Brown Park Drainage Improvements. For the project to continue, the staff must first relocate Museum's sanitary sewer service line, grade creek bed and slopes, and place rip rap in the current drainage way. The remainder of the project will consist of: (1) installing a drain basin and pipe from low area west of bathrooms to creek; (2) constructing retaining walls behind curbs at bridge; (3) reconstructing curb from bathrooms to bridge.

School/Pool Underground Electric. Underground wires are hot but are not carrying any load. Staff is checking to ensure the underground distribution was installed properly. In early January, the underground will be loaded. In mid-January, the overhead wires and poles will be removed.

Wastewater Treatment Plant – Phase 1. This project is wrapping up with the final payout. BG has been arguing with the now bankrupt contractors to finish the waterproofing on the project. We have thrown in the towel since it will cost more for staff and engineer time than it will for the City to just finish the water proofing ourselves.

Police Station Parking Lot. We are in negotiations with the new owner of the dentist office building to get the property transfer done and begin the construction of the parking lot.

Future Projects

Council Room / Court Room. Staff is waiting on the old police station to be cleared out before demolition of the current rooms can begin. Staff will also speak with a couple of design professionals to see if a plan can be put together at a reasonable cost and within budget.

Wastewater Treatment Plant – Phase 2. The optimization study is complete, but staff has not reviewed the report with BG at this time. Plans will be to review the study and to start developing the Phase 2 project shortly after the beginning of the year.

Water Treatment Plant. We have continued to make repairs to the weirs in the settling basin. At the same time, we need to engage an engineer or consultant to help us make some macro-level evaluations of whether or not we should (1) rehab the plant; (2) build a new plant; or (3) look at regionalization options.

CITY OF OSAWATOMIE



MEMORANDUM

To: Mayor and City Council

From: Don Cawby, City Manager

Re: **Projects & Issues Update**

Date: December 17, 2015

Year in Review

We had a busy and productive year in 2015 that I believe will set us on the path to even bigger things in 2016 and beyond.

The **Generation Project** monopolized much of my year, but for good reason. When completed the project will pay for itself and provide the City with enough backup for current and future demand to make the City a strong candidate in landing electric heavy industrial customers.

City staff spent much of the first half of the year in reshaping and the **Sports Complex** and setting the groundwork for the major improvements the school will finish in the upcoming year. The new concession stand and the canopy are major additions to the facility. That will only improve with the CDBG grant that will provide refurbished tennis and basketball courts, a shade structure for the playground, as well as new seating for the complex.

The City worked with the USD 367 to transition recreation to a district-based **Recreation Commission**. This change has proven to be a win-win for both parties and was a driver behind the school building a new swimming pool. It has also helped strengthen the relationship between the two elected governing bodies.

The **Police Department** moved into their new building and the move has been a refreshing change for the staff. The new department was sorely needed and the transition went fairly smooth for the changes that had to occur to make the move possible.

The City was able to sign a new lease agreement with **T-Mobile** that increased revenue to the Water Fund and will allow the cellular provider to upgrade service to its customers in the area.

The new equipment at the **Sewer Plant** came on line and has been working with only a few minor issues. The increased capacity at the headworks will allow the City to take the next step in increasing treatment quality and efficiency at the plant.

The **Golf Course** saw many changes, including new equipment, zoysia spreading, and new management. The hybrid contract management arrangement with Maxim Golf Solutions has noticeably improved the quality of services offered and increased revenues, memberships and sales. The Golf Course Association members gave of their time and sweat to conduct a major facelift for the interior of the clubhouse.

Most importantly, the City began a major facelift with the waterline project on **Main Street**. This project will allow the City to realize some major improvements in 2016 with the rebuilding of 9 blocks of the City's major thoroughfare.

I don't anticipate 2016 being any less exciting and busy than 2015, but it will be nice to see even more tangible results from our efforts by the end of 2016.

Upcoming Meetings/Dates

Dec 18	Employee Recognition Breakfast
Dec 24-25	City Offices Closed – Christmas (+ Floating Holiday on 24 th)
Jan 1	City Offices Closed – New Year's Day
Jan 14	City Council Meeting
Jan 18	City Offices Closed – Martin Luther King Day
Jan 28	City Council Meeting

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: Nov 2015	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	527,870.00		465,322.46	62,547.54
Codes Enforcement	148,864.00		117,973.72	30,890.28
Police	872,845.00	2,677.49	799,040.84	76,481.65
John Brown Cabin	37,993.00		31,019.73	6,973.27
Public Works	225,851.00		160,911.78	64,939.22
Swimming Pool	-		-	-
Properties & Maintenance	273,740.00		215,627.61	58,112.39
Fire	62,670.00		45,073.76	17,596.24
Municipal Court	162,744.00		129,172.98	33,571.02
Levees & Storm Water	34,240.00		8,924.78	25,315.22
Library	137,406.00	1,075.12	112,912.10	25,569.02
TOTAL	2,484,223.00	3,752.61	2,085,979.76	401,995.85
WATER				
Administration	282,162.00		229,953.72	52,208.28
Water Treatment	372,804.00		312,347.49	60,456.51
Water Distribution	271,615.00		245,527.99	26,087.01
TOTAL	926,581.00	-	787,829.20	138,751.80
ELECTRIC				
Administration	1,167,012.00		970,170.55	196,841.45
Electric Production	2,432,933.00		2,123,767.62	309,165.38
Elect Transmission	550,172.00		421,697.83	128,474.17
TOTAL	4,150,117.00	-	3,515,636.00	634,481.00
EMPLOYMENT BENEFIT	744,130.00	128,511.33	842,431.69	30,209.64
REFUSE	421,000.00		344,701.21	76,298.79
LIBRARY	8,000.00	30.00	7,810.59	219.41
RECREATION	7,268.00		3,949.22	3,318.78
RURAL FIRE	60,000.00		52,856.09	7,143.91
INDUSTRIAL	34,460.00		17,396.12	17,063.88
REVOLVING LOAN	-		73,231.68	(73,231.68)
SPECIAL PARKS & REC	57,318.00		52,359.46	4,958.54
ST IMPROVEMENT	144,980.00		51,725.31	93,254.69
BOND & INTEREST	766,705.00		751,875.00	14,830.00
PUBLIC SAFETY EQUIP.	-		13,532.00	(13,532.00)
FIRE INS PROCEEDS	-		-	-
SEWER	1,019,143.00		776,971.98	242,171.02
REC EMP BENEFITS	672.00		506.41	165.59
GOLF COURSE	368,630.00	-	371,924.21	(3,294.21)
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	47,685.00	-	44,493.44	3,191.56
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	432,083.00		393,160.27	38,922.73
CAPITAL IMP. - STREET	1,485,463.00		56,718.51	1,428,744.49
CAPITAL IMP - SEWER	104,611.00	2,392.50	98,476.60	8,526.90
CAPITAL IMP - GRANTS	1,167,050.00		131,392.02	1,035,657.98
CAPITAL IMP - WATER	1,210,000.00		550,660.00	659,340.00
CAFETERIA 125 #50	44,900.00		37,204.95	7,695.05
COURT ADSAP #51	-		-	-
COURT BONDS #52	8,000.00		5,208.75	2,791.25
FOREITURES #53	-		900.00	(900.00)
OLD STONE CHURCH #54	-		-	-
PAY PAL #55	-		-	-
GRAND TOTAL	15,693,019.00	134,686.44	11,068,930.47	4,758,774.97

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: November 2015	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 11/30/2015
GENERAL OPERATING	234,071.92	2,267,459.45	2,082,227.15	419,304.22		419,304.22
WATER	122,292.04	978,494.38	787,829.20	312,957.22		312,957.22
ELECTRIC	622,115.36	3,496,720.38	3,515,636.00	603,199.74		603,199.74
EMPLOYEE BENEFIT	107,698.44	666,805.23	713,920.36	60,583.31		60,583.31
REFUSE	19,986.28	361,844.73	344,701.21	37,129.80		37,129.80
LIBRARY	102,054.01	12,149.93	7,780.59	106,423.35		106,423.35
RECREATION	3,267.99	681.23	3,949.22	-		-
RURAL FIRE	3,391.81	61,030.18	52,856.09	11,565.90		11,565.90
INDUSTRIAL	49,980.48	28,278.57	17,396.12	60,862.93		60,862.93
REVOLVING LOAN	72,758.43	473.25	73,231.68	-		-
SPECIAL PARKS & REC	90,821.54	51,069.45	52,359.46	89,531.53		89,531.53
STREET IMPROVEMENTS	127,185.86	119,912.69	51,725.31	195,373.24		195,373.24
BOND & INTEREST	119,631.91	664,977.15	751,875.00	32,734.06		32,734.06
PUBLIC SAFETY EQUIP.	3,704.23	13,500.85	13,532.00	3,673.08		3,673.08
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	357,409.31	778,214.42	776,971.98	358,651.75		358,651.75
RECREATION BENEFIT	421.66	84.75	506.41	0.00		0.00
GOLF COURSE	6,362.09	356,803.13	371,924.21	(8,758.99)		(8,758.99)
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	25,564.38	59,912.68	44,493.44	40,983.62		40,983.62
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	227,418.52	181,789.25	393,160.27	16,047.50		16,047.50
CAPITAL IMP. - STREETS	65,978.61	909,123.05	56,718.51	918,383.15		918,383.15
CAPITAL IMP - SEWER	(139,871.62)	235,587.72	96,084.10	(368.00)		(368.00)
CAPITAL IMP - GRANTS	252,049.88	6,033.28	131,392.02	126,691.14		126,691.14
CAPITAL IMP - WATER	-	1,210,000.00	550,660.00	659,340.00		659,340.00
CAFETERIA 125 # 50	26,578.57	34,057.88	37,204.95	23,431.50		23,431.50
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	7,249.54	11,625.75	5,208.75	13,666.54		13,666.54
FORFEITURES # 53	1,153.42	2,675.00	900.00	2,928.42		2,928.42
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	(95.64)	-	0.01		0.01
TOTALS	2,539,569.35	12,509,208.74	10,934,244.03	4,114,534.06	-	4,114,534.06

CASH TRANSACTIONS REPORT

YEAR: THROUGH NOVEMBER
City of Osawatomie

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12/16/2015
6:30 pm

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	234,071.92	2,337,719.09	2,152,486.79	419,304.22
02-000-100.101	CASH & INVESTMENTS	122,292.04	985,904.76	795,239.58	312,957.22
03-000-100.101	CASH & INVESTMENTS	622,115.36	3,568,501.94	3,587,417.56	603,199.74
04-000-100.101	CASH & INVESTMENTS	107,698.44	795,767.26	842,882.39	60,583.31
05-000-100.101	CASH & INVESTMENTS	19,986.28	361,844.73	344,701.21	37,129.80
06-000-100.101	CASH & INVESTMENTS	102,054.01	12,184.93	7,815.59	106,423.35
07-000-100.101	CASH & INVESTMENTS	3,267.99	681.23	3,949.22	0.00
08-000-100.101	CASH & INVESTMENTS	3,391.81	61,030.18	52,856.09	11,565.90
09-000-100.101	CASH & INVESTMENTS	49,980.48	28,278.57	17,396.12	60,862.93
10-000-100.101	CASH & INVESTMENTS	72,758.43	473.25	73,231.68	0.00
11-000-100.101	CASH & INVESTMENTS	90,821.54	62,367.31	63,657.32	89,531.53
12-000-100.101	CASH & INVESTMENTS	127,185.86	123,908.76	55,721.38	195,373.24
13-000-100.101	CASH & INVESTMENTS	119,631.91	664,977.15	751,875.00	32,734.06
14-000-100.101	CASH & INVESTMENTS	3,704.23	13,500.85	13,532.00	3,673.08
15-000-100.101	CASH & INVESTMENTS	0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS	357,409.31	784,220.78	782,978.34	358,651.75
17-000-100.101	CASH & INVESTMENTS	421.66	84.75	506.41	0.00
18-000-100.101	CASH & INVESTMENTS	6,362.09	362,668.28	377,789.36	-8,758.99
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	25,564.38	61,711.99	46,292.75	40,983.62
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	227,418.52	199,250.42	410,621.44	16,047.50
25-000-100.101	CASH & INVESTMENTS	65,978.61	914,319.05	61,914.51	918,383.15
26-000-100.101	CASH & INVESTMENTS	-139,871.62	237,980.22	98,476.60	-368.00
27-000-100.101	CASH & INVESTMENTS	252,049.88	6,925.95	132,284.69	126,691.14
28-000-100.101	CASH & INVESTMENTS	0.00	1,210,000.00	550,660.00	659,340.00
30-000-100.101	CASH & INVESTMENTS	0.00	6,751,092.09	6,751,092.09	0.00
33-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
50-000-100.101	CASH & INVESTMENTS	26,578.57	34,057.88	37,204.95	23,431.50
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	7,249.54	11,625.75	5,208.75	13,666.54
53-000-100.101	CASH & INVESTMENTS	1,153.42	2,675.00	900.00	2,928.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	95.65	0.00	95.64	0.01
Total for 100.101		2,539,569.35	19,593,752.17	18,018,787.46	4,114,534.06
Total for 100.101		2,539,569.35	19,593,752.17	18,018,787.46	4,114,534.06
Grand Totals:		2,539,569.35	19,593,752.17	18,018,787.46	4,114,534.06