

OSAWATOMIE CITY COUNCIL  
AGENDA  
December 28, 2017  
6:30 p.m., Memorial Hall

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

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

  - A. December 28<sup>th</sup> Agenda
  - B. 2018 CMB Licenses
  - C. Pay Application #5 – 9<sup>th</sup> Street Substation – IES Commercial – \$240,828.71
  - D. Invoices – 9<sup>th</sup> Street Substation – JEO Consulting – \$16,925.50
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
10. New Business
  - A. Ordinance – Contractor Licensing
  - B. Resolution – Annual Fee Resolution
  - C. Water Conservation Plan
  - D. Kwikom Proposed Contracts
  - E. 2018 Employee Salary Increases
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

*NEXT REGULAR MEETING – January 11, 2018*

# CITY OF OSAWATOMIE



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

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*L. Mark Govea, Mayor*

## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 14<sup>th</sup>, 2017

**AGENDA ITEM:** 2018 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, 2017. The following establishments have filed for renewals in 2018.

- Casey's Retail Company – East Main Street
- Casey's Retail Company – 6<sup>th</sup> & Parker Ave
- Gasmart LLC (Quick Stop)
- Osawatomie Golf Course (Bogey's)
- Whistle Stop Café

**COUNCIL ACTION NEEDED:** Review and vote on the proposed licenses.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the CMB licenses as presented.



December 26, 2017

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

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

Dear Don:

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

1. JEO received a request for payment from IES Commercial, Inc. (IES) for work completed thru 12-15-17 and on-site stored materials on the '9<sup>TH</sup> Street Substation' project. The amounts for which IES is requesting has been verified to date and JEO recommends to approve Contractor's Application for Payment No. 5, included, in the amount of \$240,828.71. Please print out three copies and execute upon council approval. Keep one copy for your file, return one to IES with the payment and the final copy to JEO for our records.

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

Respectfully submitted,

Matt E. Kalin, PE  
Project Engineer

MEK:skw  
Enclosure

# Contractor's Application for Payment No. 5

Application Period: 11/11/2017 - 12/15/2017 From (Contractor): IES Commercial, Inc. Contract: 2016 9th Street Substation Contractor's Project No.: 555074007	Application Date: 12/28/2017 Via (Engineer): JEO Consulting Group, Inc. Engineer's Project No.: 141554.03
To (Owner): City of Osawatomie, KS Project: 2016 9th Street Substation Owner's Contract No.:	Contractor's Project No.: 555074007

### Application For Payment Change Order Summary

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

1. ORIGINAL CONTRACT PRICE..... \$ \$1,151,721.00
2. Net change by Change Orders..... \$ -\$30,325.80
3. Current Contract Price (Line 1 ± 2)..... \$ \$1,121,395.20
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ \$1,068,875.99
5. RETAINAGE:
  - a. 5.3% X \$1,065,624.06 Work Completed..... \$ \$56,069.76
  - b. 10.0% X \$3,251.93 Stored Material..... \$ \$325.19
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$56,394.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$1,012,481.04
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$771,652.33
8. AMOUNT DUE THIS APPLICATION..... \$ \$240,828.71
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ \$108,914.16

<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment. (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Payment of: \$ <u>\$240,828.71</u> (Line 8 or other - attach explanation of the other amount)  is recommended by: _____ (Engineer) _____ (Date)  Payment of: \$ <u>\$240,828.71</u> (Line 8 or other - attach explanation of the other amount)  is approved by: _____ (Owner) _____ (Date)  Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)
<b>Contractor Signature</b> By: _____	Date: _____



# Stored Material Summary

# Contractor's Application

(Contract):		2016 9th Street Substation		Application Number: 5						
Application Period:		11/11/2017 - 12/15/2017		Application Date: 12/28/2017						
A	B	C	D	E	F	G				
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))
2	15B80475-02	12 (13 3419)	Jobsite	Building Materials	8/2017	\$24,349.44	\$24,349.44	10/2017	\$24,349.44	
2	17373290	11 (13 3419)	Subc. Shop	Insulation Materials	8/2017	\$3,806.64	\$3,806.64	10/2017	\$3,806.64	
3	93986	(33 7200)	Jobsite	Substation Steel	9/2017	\$33,154.50	\$33,154.50	10/2017	\$33,154.50	
2	S503562780.002	10 (Sheet E2.0)	Jobsite	Panel Lightning Arrestor	9/2017	\$526.09	\$526.09	10/2017	\$526.09	
2	S503562780.008	5 (26 0500)	Jobsite	Flourescent fixture	9/2017	\$816.22	\$816.22	10/2017	\$816.22	
2	S503562780.009	5 (26 0500)	Jobsite	DC Panelboard enclosure	9/2017	\$292.45	\$292.45	10/2017	\$292.45	
2	S503562780.010	5 (26 0500)	Jobsite	AC Panelboard	9/2017	\$681.59	\$681.59	10/2017	\$681.59	
2	S503603991.004	5 (26 0500)	Jobsite	DC Panelboard interior	9/2017	\$1,399.86	\$1,399.86	10/2017	\$1,399.86	
2	S503603991.005	5 (26 0500)	Jobsite	Exterior wall pack lights	9/2017	\$950.73	\$950.73	10/2017	\$950.73	
2	S503603991.006	5 (26 0500)	Jobsite	Emergency Exit signs	9/2017	\$208.54	\$208.54	10/2017	\$208.54	
2	S503603990.001	5 (26 0500)	Jobsite	Flourescent fixture bulbs	9/2017	\$73.68	\$73.68	10/2017	\$73.68	
3	3497	5 (33 7200)	Jobsite	34.5KV GOAB switch	9/2017	\$5,875.00	\$5,875.00	10/2017	\$5,875.00	
3	3497	5 (33 7200)	Jobsite	15KV GOAB switch	9/2017	\$6,100.00	\$6,100.00	10/2017	\$6,100.00	
3	3497	5 (33 7200)	Jobsite	38KV Vacuum Magnetic Circuit Breaker	9/2017	\$35,200.00	\$35,200.00	10/2017	\$35,200.00	
3	3497	5 (33 7200)	Jobsite	2" IPS Aluminum Tubular Bus	9/2017	\$236.00	\$236.00			\$236.00
3	3497	5 (33 7200)	Jobsite	4" IPS Aluminum tube	9/2017	\$470.00	\$470.00	11/2017	\$470.00	
3	3497	5 (33 7200)	Jobsite	Copper bus plate	9/2017	\$105.00	\$105.00	11/2017	\$105.00	
3	3497	5 (33 7200)	Jobsite	Substation Yard lights	9/2017	\$496.00	\$496.00	11/2017	\$496.00	
3	3497	5 (33 7200)	Jobsite	55/3 Wood pole	9/2017	\$4,550.00	\$4,550.00	11/2017	\$4,550.00	
3	3497	5 (33 7200)	Jobsite	Crossarm, wood, 5"x6"x12'	9/2017	\$185.00	\$185.00	11/2017	\$185.00	
3	S93582-1	8 (Sheet D1.2)	Jobsite	Resilient Seated Gate Valve	9/2017	\$625.00	\$625.00	9/2017	\$625.00	
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Accessory Kit	9/2017	\$42.00	\$42.00	9/2017	\$42.00	
3	758914-1	8 (Sheet D1.2)	Jobsite	Gate Valve Box	9/2017	\$105.00	\$105.00	9/2017	\$105.00	
3	S92870-1	8 (Sheet D1.2)	Jobsite	Stainless Steel Cleanout with Spanner Wrench	9/2017	\$690.00	\$690.00	9/2017	\$690.00	
3	S92864-1	8 (Sheet D1.2)	Jobsite	DWV Pipe Sch. 80	9/2017	\$360.00	\$360.00	9/2017	\$360.00	
3	S92865-1	8 (Sheet D1.2)	Jobsite	DWV Fittings	9/2017	\$172.00	\$172.00	9/2017	\$172.00	
3	992881620	8 (26 0500)	Jobsite	1" Galvanized Rigid Conduit	9/2017	\$178.37	\$178.37	10/2017	\$178.37	
3	992881620	8 (26 0500)	Jobsite	2" PVC Conduit	8/2017	\$414.57	\$414.57	8/2017	\$414.57	
3	992881620	8 (26 0500)	Jobsite	3" PVC Conduit	8/2017	\$958.55	\$958.55	8/2017	\$958.55	
3	992881620	8 (26 0500)	Jobsite	4" PVC Conduit	8/2017	\$2,695.15	\$2,695.15	8/2017	\$2,695.15	
3	992881620	8 (26 0500)	Jobsite	4" Galvanized Rigid Conduit	9/2017	\$386.76	\$386.76	10/2017	\$386.76	
3	992881620	9 (33 7200)	Jobsite	Copper Clad Ground Rod	9/2017	\$781.60	\$781.60	9/2017	\$781.60	
4	992855303	9 (33 7200)	Jobsite	Copper Clad Ground Rod	8/2017	\$683.90	\$683.90	8/2017	\$683.90	
3	992855303	8 (26 0500)	Jobsite	2" PVC Expansion Fitting	9/2017	\$132.40	\$132.40	10/2017	\$132.40	
3	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$1,196.65	\$1,196.65	11/2017	\$1,196.65	
4	992855303	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2" Pipe	9/2017	\$888.94	\$888.94	11/2017	\$888.94	
				<b>Totals</b>		<b>\$129,787.63</b>	<b>\$129,787.63</b>		<b>\$129,551.63</b>	<b>\$236.00</b>

**Stored Material Summary**

**Contractor's Application**

(Contract):		2016 9th Street Substation		Application Number: 5							
Application Period:		11/11/2017 - 12/15/2017		Application Date: 12/28/2017							
A	B	C		D	E	F		G			
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))
3	993209451	9 (Sheet D1.4)	Jobsite	Ground Clamp, 2 cable to flat surface	9/2017	\$214.50	\$214.50	\$214.50	10/2017	\$214.50	
3	993209451	8 (26 0500)	Jobsite	4" Conduit Cable Sealing Fitting	9/2017	\$786.18	\$786.18	\$786.18	10/2017	\$786.18	
2	993209451	8 (26 0500)	Jobsite	Duplex Receptacle	9/2017	\$6.42	\$6.42	\$6.42	10/2017	\$6.42	
2	993209451	8 (26 0500)	Jobsite	Duplex GFCI Receptacle	9/2017	\$35.01	\$35.01	\$35.01	10/2017	\$35.01	
2	993209451	8 (26 0500)	Jobsite	Weatherproof Receptacle Box	9/2017	\$20.46	\$20.46	\$20.46	10/2017	\$20.46	
2	993209451	8 (26 0500)	Jobsite	Toggle Switch	9/2017	\$2.92	\$2.92	\$2.92	10/2017	\$2.92	
2	993209451	8 (26 0500)	Jobsite	Cable Tray	9/2017	\$708.48	\$708.48	\$708.48	10/2017	\$708.48	
2	993209451	8 (26 0500)	Jobsite	Junction Box, NEMA 12	9/2017	\$512.47	\$512.47	\$512.47	10/2017	\$512.47	
3	993209451	6 (33 7200)	Jobsite	4/0 ACSR "Penguin"	9/2017	\$43.20	\$43.20	\$43.20			\$43.20
3	993209451	6 (33 7200)	Jobsite	3/6.4 ACSR "Linnet"	9/2017	\$291.00	\$291.00	\$291.00			\$291.00
3	993209451	6 (33 7200)	Jobsite	3/8" EHS Shield Wire	9/2017	\$70.65	\$70.65	\$70.65			\$70.65
3	993209451	6 (Sheet C2.1)	Jobsite	#1 MHD Bare Copper Wire	9/2017	\$378.00	\$378.00	\$378.00	11/2017	\$378.00	
4	993209451	6 (26 0500)	Jobsite	#1 MHD Bare Copper Wire	9/2017	\$1,089.36	\$1,089.36	\$1,089.36	11/2017	\$1,089.36	
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 2/0 CU	9/2017	\$1,106.28	\$1,106.28	\$1,106.28			\$1,106.28
3	993209451	6 (33 7002.0010)	Jobsite	Cold Shrink Termination, 1/0 CU	9/2017	\$112.66	\$112.66	\$112.66	11/2017	\$112.66	
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, one hole	9/2017	\$83.79	\$83.79	\$83.79	11/2017	\$83.79	
3	993209451	6 (Sheet C2.1)	Jobsite	H-tap Compression Connector	9/2017	\$28.56	\$28.56	\$28.56	11/2017	\$28.56	
3	993209451	6 (Sheet D2.1)	Jobsite	Cable Support, Copper	9/2017	\$302.70	\$302.70	\$302.70	11/2017	\$302.70	
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 4-hole NEMA pad	9/2017	\$248.58	\$248.58	\$248.58	11/2017	\$248.58	
3	993209451	6 (Sheet D2.0)	Jobsite	Compression Lug, #1 CU, two hole	9/2017	\$234.33	\$234.33	\$234.33	11/2017	\$234.33	
3	993209451	6 (33 7200)	Jobsite	Stud Connector, 2" Aluminum Tubular Bus	9/2017	\$206.61	\$206.61	\$206.61			\$206.61
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Expansion, Tube to Flat Pad	9/2017	\$747.33	\$747.33	\$747.33			\$747.33
3	993209451	6 (33 7200)	Jobsite	Bus Fitting, Tee, Tube to Flat Pad	9/2017	\$123.36	\$123.36	\$123.36			\$123.36
3	993209451	7 (33 7200)	Jobsite	End Cap, Tubular Bus	9/2017	\$60.30	\$60.30	\$60.30			\$60.30
3	993209451	7 (33 7200)	Jobsite	Corona Ball	9/2017	\$214.82	\$214.82	\$214.82	11/2017	\$214.82	
3	993209451	7 (33 7200)	Jobsite	Tee, Cable to Cable	9/2017	\$413.34	\$413.34	\$413.34	11/2017	\$413.34	
3	993209451	7 (33 7200)	Jobsite	Trunton Clamp	9/2017	\$74.61	\$74.61	\$74.61	11/2017	\$74.61	
3	993209451	7 (26 0000.0041)	Jobsite	Fiberglass Dead End Crossarm	9/2017	\$413.83	\$413.83	\$413.83	11/2017	\$413.83	
3	993209451	7 (Sheet C2.2)	Jobsite	Clevis Eye Link	9/2017	\$318.42	\$318.42	\$318.42	11/2017	\$318.42	
3	993209451	7 (26 0000.0041)	Jobsite	35KV Line Post Insulator	9/2017	\$292.88	\$292.88	\$292.88	11/2017	\$292.88	
3	993209451	7 (26 0000.0041)	Jobsite	35KV Suspension Insulator	9/2017	\$330.66	\$330.66	\$330.66	11/2017	\$330.66	
3	993209451	7 (26 0000.0041)	Jobsite	Ball-Y Clevis	9/2017	\$66.04	\$66.04	\$66.04	11/2017	\$66.04	
3	993209451	7 (26 0000.0041)	Jobsite	Quadrant Dead End	9/2017	\$157.07	\$157.07	\$157.07	11/2017	\$157.07	
3	993209451	7 (26 0000.0041)	Jobsite	Dead End Clamp	9/2017	\$287.94	\$287.94	\$287.94	11/2017	\$287.94	
4	993209451	10 (26 0500)	Jobsite	500 MCM Cable, THHN	9/2017	\$24,187.12	\$24,187.12	\$24,187.12	11/2017	\$24,187.12	
4	993209451	10 (Sheet C2.0)	Jobsite	10C/#4 THHN Cable	9/2017	\$456.76	\$456.76	\$456.76	10/2017	\$456.76	
				<b>Totals</b>		<b>\$34,626.64</b>		<b>\$34,626.64</b>		<b>\$31,977.91</b>	

**Stored Material Summary**

**Contractor's Application**

A		B		C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount Stored Previously (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$ (D + E - F))	
4	993209451	10 (Sheet C2.0)	Jobsite	12C/#12 THHN Cable	9/2017	\$2,378.38	\$2,378.38	\$2,378.38	10/2017	\$2,378.38		
4	993209451	10 (Sheet D3.5)	Jobsite	2C/#16 Shielded Cable	9/2017	\$1,115.45	\$1,115.45	\$1,115.45	10/2017	\$1,115.45		
3	993209451	6 (Sheet D2.3)	Jobsite	#1/0 SD Copper Wire	9/2017	\$73.00	\$73.00	\$73.00		\$73.00		
4	993209451	10 (Sheet D3.5)	Jobsite	Cat 5E Cable	9/2017	\$123.19	\$123.19	\$123.19	10/2017	\$123.19		
3	992855302	8 (26 0500)	Jobsite	Miscellaneous Conduit Fittings (Invoice Page 1 of 6)	9/2017	\$285.10	\$285.10	\$285.10	10/2017	\$285.10		
3	992855302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.	9/2017	\$3,518.61	\$3,518.61	\$3,518.61	10/2017	\$3,518.61		
4	992855302	9 (33 7200)	Jobsite	#4/0 Copper Wire, Bare 19 Str.	8/2017	\$3,753.18	\$3,753.18	\$3,753.18	8/2017	\$3,753.18		
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$279.22	\$279.22	\$279.22	11/2017	\$279.22		
4	992855302	9 (Sheet D1.4)	Jobsite	#2 Tinned Solid CU Wire	9/2017	\$207.42	\$207.42	\$207.42	11/2017	\$207.42		
3	992855302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8	9/2017	\$204.00	\$204.00	\$204.00			\$204.00	
4	992855302	9 (Sheet D1.4)	Jobsite	Split Bolt, #6-8	9/2017	\$163.20	\$163.20	\$163.20			\$163.20	
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$1,196.65	\$1,196.65	\$1,196.65	11/2017	\$1,196.65		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe	9/2017	\$478.66	\$478.66	\$478.66	11/2017	\$478.66		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable	9/2017	\$231.12	\$231.12	\$231.12	11/2017	\$231.12		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 3" Pipe, two cable	9/2017	\$346.68	\$346.68	\$346.68	11/2017	\$346.68		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20	11/2017	\$62.20		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Clamp - 2 1/2" Pipe	9/2017	\$62.20	\$62.20	\$62.20	11/2017	\$62.20		
3	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80	11/2017	\$111.80		
4	992855302	9 (Sheet D1.4)	Jobsite	Grounding Braid	9/2017	\$111.80	\$111.80	\$111.80	11/2017	\$111.80		
3	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$51.10	\$51.10	\$51.10	11/2017	\$51.10		
4	992855302	9 (Sheet D1.4)	Jobsite	#2 Solid CU compression lug, one hole	9/2017	\$37.96	\$37.96	\$37.96	11/2017	\$37.96		
3	992855302	9 (33 7200)	Jobsite	Tower ground clamp	9/2017	\$429.00	\$429.00	\$429.00	10/2017	\$429.00		
4	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$100.98	\$100.98	\$100.98	10/2017	\$100.98		
3	992855302	9 (33 7200)	Jobsite	Bronze Bolted Terminal	9/2017	\$403.92	\$403.92	\$403.92	10/2017	\$403.92		
3	992855302	9 (33 7200)	Jobsite	Arresier Grounding Terminal	9/2017	\$53.22	\$53.22	\$53.22	11/2017	\$53.22		
3	992855302	9 (Sheet C2.2)	Jobsite	1/0 Grounding Lug	9/2017	\$15.90	\$15.90	\$15.90	11/2017	\$15.90		
3	992855302	10 (33 7200)	Jobsite	#4 Bare Copper Wire	9/2017	\$45.56	\$45.56	\$45.56	11/2017	\$45.56		
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	9/2017	\$336.90	\$336.90	\$336.90	9/2017	\$336.90		
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #250	8/2017	\$224.60	\$224.60	\$224.60	8/2017	\$224.60		
3	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	9/2017	\$778.00	\$778.00	\$778.00	9/2017	\$778.00		
4	992855302	10 (33 7200)	Jobsite	Cadweld Weld Metal #150	8/2017	\$778.00	\$778.00	\$778.00	8/2017	\$778.00		
3	992855302	10 (Sheet E2.0)	Jobsite	Meter Socket	9/2017	\$82.61	\$82.61	\$82.61	10/2017	\$82.61		
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#8 THHN Cable	9/2017	\$205.41	\$205.41	\$205.41	10/2017	\$205.41		
3	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66	10/2017	\$75.66		
4	992855302	10 (Sheet C2.0)	Jobsite	2C/#10 THHN Cable	9/2017	\$75.66	\$75.66	\$75.66	10/2017	\$75.66		
3	992855302	10 (Sheet C2.0)	Jobsite	4C/#10 THHN Cable	9/2017	\$513.52	\$513.52	\$513.52	10/2017	\$513.52		
<b>Totals</b>								<b>\$18,909.86</b>		<b>\$18,542.66</b>	<b>\$367.20</b>	

Application Number: 5

Application Date: 12/28/2017

2016 9th Street Substation

11/11/2017 - 12/15/2017







Invoice

November 17, 2017  
 Project No: R141554.03  
 Invoice No: 99690  
 Invoice Amount: 10,943.00

City of Osawatomie  
 439 Main Street  
 PO Box 37  
 Osawatomie, KS 66064

Project Manager Matt Kalin  
 Project R141554.03 Osawatomie 12 MW Generation Capacity Improvements  
**Professional Services through November 10, 2017**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Preliminary Design	\$138,250.00	100 %	\$138,250.00	\$138,250.00	0.00
Final Design	\$47,040.00	100 %	\$47,040.00	\$47,040.00	0.00
Bidding & Negotiation	\$16,100.00	100 %	\$16,100.00	\$16,100.00	0.00
Construction Services	\$65,340.00	100 %	\$65,340.00	\$65,340.00	0.00
Post Construction	\$6,400.00	0 %	0.00	0.00	0.00
<b>Hourly to a Maximum Phase(s)</b>					
Add'l Construction Services	\$23,190.00		\$9,343.00	0.00	\$9,343.00
Add'l RPR Services	\$4,810.00		0.00	0.00	0.00
RPR Services	\$43,680.00		\$36,715.00	\$35,115.00	\$1,600.00
<b>Total</b>	<b>\$344,810.00</b>		<b>\$312,788.00</b>	<b>\$301,845.00</b>	<b>\$10,943.00</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$10,943.00</b>



Invoice

December 19, 2017  
 Project No: R141554.03  
 Invoice No: 100238  
 Invoice Amount: 4,982.50

City of Osawatomie  
 439 Main Street  
 PO Box 37  
 Osawatomie, KS 66064

Project Manager Matt Kalin  
 Project R141554.03 Osawatomie 12 MW Generation Capacity Improvements  
**Professional Services through December 8, 2017**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Preliminary Design	\$138,250.00	100 %	\$138,250.00	\$138,250.00	0.00
Final Design	\$47,040.00	100 %	\$47,040.00	\$47,040.00	0.00
Bidding & Negotiation	\$16,100.00	100 %	\$16,100.00	\$16,100.00	0.00
Construction Services	\$65,340.00	100 %	\$65,340.00	\$65,340.00	0.00
Post Construction	\$6,400.00	0 %	0.00	0.00	0.00
<b>Hourly to a Maximum Phase(s)</b>					
Add'l Construction Services	\$23,190.00		\$14,325.50	\$9,343.00	\$4,982.50
Add'l RPR Services	\$4,810.00		0.00	0.00	0.00
RPR Services	\$43,680.00		\$36,715.00	\$36,715.00	0.00
<b>Total</b>	<b>\$344,810.00</b>		<b>\$317,770.50</b>	<b>\$312,788.00</b>	<b>\$4,982.50</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$4,982.50</b>

**Outstanding Invoices**

Number	Date	Balance
99690	11/17/2017	10,943.00
<b>Total</b>		<b>10,943.00</b>

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 28, 2017

**AGENDA ITEM:** Contractor Registration Amendment

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** The current city code requires contractors to register with the City Building Official before they are allowed to pull a building permit. One of the registration requirements is that each must have their license issued by Miami County. This requirement means that all contractors who wish to perform work in the city must first get licensed with the county before they are allowed to register with the City of Osawatomie.

The proposed amendment would allow the city building official to accept a license from either Miami County, the City of Paola, Johnson County or any other Kansas local jurisdiction that uses the international Code Council testing system. This would make it easier for contractors to register with the city while still maintaining the same level of testing requirements for contractors.

Additionally, contractors began getting licensed in Johnson County to be able to attend classes necessary for completing the required continuing education credits, which are no longer offered by Miami County. This amendment would eliminate a step in the registration process for local contractors and allow them only get licensed once and still benefit from the continuing education courses offered by Johnson County.

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

**STAFF RECOMMENDATION TO COUNCIL:** Approve the ordinance as presented.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE ALLOWING CONTRACTORS IN THE CITY OF OSAWATOMIE TO REGISTER WITH THE CITY OF OSAWATOMIE USING LICENSES ISSUED BY OTHER LOCAL JURISDICTIONS BY AMENDING THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE; TO AMEND ARTICLE TWO OF CHAPTER FOUR OF THE CODE.

WHEREAS, the City of Osawatome would like to make it easier for licensed contractors to perform work within the City of Osawatome; and

WHEREAS, the City must also ensure all work is within Osawatome is done by contractors registered with the City of Osawatome building Official;

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

SECTION ONE: Article Two of Chapter Four of the Municipal Code of the City of Osawatome is amended by amending section 219 which shall read as follows:

4-219. SAME; LICENSE FEES; REGISTRATION REQUIREMENTS; CONDITIONS; RENEWAL; UNLAWFUL ACTS; EXCEPTIONS.

- A. Any contractor who applies for registration to perform work in the City of Osawatome shall provide the following documentation as well as pay any relevant fees as may be required by the City Council under a separate action.
- 1) Liability Insurance Requirements:
    - a. General Aggregate: \$1,000,000
    - b. Each Occurrence: \$500,000
  - 2) Bonding Requirements: The City has the discretion to require certain projects to be bonded.
  - 3) Licensing Requirements: Each contractor shall present their license issued by either Miami County, the City of Paola, Johnson County or from any other Kansas county or municipal jurisdiction, as approved by the City of Osawatome Building Official, where the contractor shall provide definitive documentation that any license issued from such jurisdiction requires International Code Council testing and eight continuing education units per year. The applicant shall only be permitted to perform such work within the City of Osawatome as is permitted by the class of license issued under the licensing jurisdiction.

B. Exceptions. Any individual who makes application for a permit to perform work on any residential or commercial structure that is owned by that individual shall not be required to register as a contractor with the City of Osawatomie to perform the permitted work.

SECTION TWO: EXISTING SECTION OF CODE REPEALED. Chapter 4, Article 2, Section 219 of the City of Osawatomie Municipal Code as adopted prior to the passage of this Ordinance is hereby repealed.

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

ADOPTED AND APPROVED by the Governing Body this 28<sup>th</sup> day of December 2017.

(SEAL)

\_\_\_\_\_  
L. Mark Govea, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Seamands, City Clerk

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 28, 2017

**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 2018:

- Electric Rate Increases – Rates as approved at the December 14 meeting. (Info Attached)
- Water Rate Increases – Rates as approved at the December 14 meeting. (Info Attached)
- Refuse Rates -- Eliminated for services in 2018. Billing now by Waste Management.
- Cemetery Fee Increases – Increased fees for monument setting and burials by \$5 - \$10. Haven't been raised since 2006.
- Building Permit Fees – Raised slightly to account for overhead. \$30 fees raised to \$35 and \$50 fees raised to \$55, last raised in 2007. New construction/Remodel fees raised \$.03 per sq. ft. The fees last raised in 2012.
- Animal Pickup Fees (in lieu of citation) – removed 4<sup>th</sup> pickup option. At large will be issued. Clarification of waivers for designated adoption/rescue group.
- Camping Fees – Simplified and increased to \$10 for non-electric, \$25 with electric.
- Auditorium Fees – Increases the deposit to \$250 if alcohol or CMB is allowed and clarifies waivers to allow for public events. **COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the resolution.

**RESOLUTION NO. 7\_\_**

**A RESOLUTION REVISING THE ANNUAL  
FEE RESOLUTION NO. 735.**

**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. 735 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 1<sup>st</sup> day of January, 2018.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 28<sup>th</sup> day of December, 2017, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Tammy Seamands  
City Clerk



**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ADMINISTRATIVE:</b>						
<b>ALCOHOL &amp; CEREAL MALT BEVERAGE</b>						
3-201		Cereal Malt Beverage general retailer/consumption limited retailer/retail sales change location application fee <i>* plus any state assessed costs/taxes</i>	\$100.00* \$50.00*	13-Dec-07 13-Dec-07 13-Dec-07	\$50.00 per calendar year * \$50.00 per calendar year * \$25.00	
3-302		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	
3-502		Drinking Establishment License - Class B Club	\$100.00		\$250.00 per year	
3-215	Ord. 3690	Special Event Cereal Malt Beverage Permit		12-Jan-12	\$50 + \$25 State Fee	
		Temporary Liquor License - by the drink		28-Jul-05	\$50.00 per day + state license	
<b>BUILDING RENTALS</b>						
	Governing Body Nov-05	Auditorium per hour per day deposit <b>if CMB/alcohol is served or allowed</b> microphone deposit	\$125.00	17-Dec-15 17-Dec-09	\$10.00 \$150.00 \$100.00 \$25.00	<b>\$250.00</b>
		Memorial Hall Monday - Friday 7:00 a.m. - 3:00 p.m. 4:00 p.m. - midnight all day Saturday, Sunday, Holidays 7:00 a.m. - 3:00 p.m. 4:00 p.m. - midnight all day Grandfathered organizations deposit	\$35.00 \$45.00 \$55.00 \$40.00 \$50.00 \$60.00 \$25.00 per year \$100.00	13-Dec-07 13-Dec-07 13-Dec-07 13-Dec-07 13-Dec-07 13-Dec-07	\$40.00 \$50.00 \$60.00 \$50.00 \$60.00 \$70.00 \$35.00 per year \$100.00	
		Old Stone Church Rental Waivers USD #367, Homeschooling Groups & Chamber of Commerce <b>Approved public events with no admission charges (or retail sales)</b> Osawatomie Alumni Association Benefit for someone with severe illness	\$50 rent + \$50 deposit no rent/no deposit	17-Dec-15 14-Dec-06	\$50 rent + \$100 deposit no rent/no deposit no rental charge no rental charge	<b>no rental charge</b>
<b>CEMETERIES</b>						

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
12-304	Ord. 3600	Opening & closing grave, reopening or disinterment Single grave space City Limits Osawatomie Zip Code All Other	contractor's cost \$100.00 \$0.00 \$200.00	9-Jan-14 9-Jan-14 9-Jan-14	contractor's cost \$150.00 \$250.00 \$400.00	
		Permit for setting monument single/double/corner markers reset repair	\$30.00 \$0.00	14-Dec-06 9-Jan-14	\$40.00 no charge no charge	\$50.00
		Burial Permit during business hours after business hours	\$25.00 \$75.00	14-Dec-06 14-Dec-06	\$30.00 \$80.00	\$35.00 \$90.00
		Permit for disinterment	\$10 + cost + 10%	14-Dec-06	\$80.00	\$100.00
		Stone Setting Bond	\$300.00	14-Dec-06	\$300 w/liability ins of \$1M	
<b>FIREWORKS</b>						
7-305	Ord 3582	Permit for sale of fireworks	\$750.00	11-Dec-08	\$1,000.00	
		Permit for public display	none		none	
<b>LIBRARY</b>						
		Collection Fee - Additional fee for all delinquent accounts sent to a collection agency		12-May-16	\$20.00	
		Late Fees		12-May-16	Established by Library Board	
		Printing-Copy-Faxing Charges		12-May-16	Established by Library Board	
<b>MISCELLANEOUS/OTHER</b>						
		Insufficient check charge for checks returned unpaid by a bank (KSA 21-5821(d)(1))			\$30.00	
<b>MUNICIPAL COURT</b>						
9-111	Ord. 3706	Court Cost - plus any state assessed costs	\$55.50 + State costs	17-Dec-15	\$60.00 + State costs	
		Other Court Fees not to exceed \$500		13-Dec-12	As assessed by the Judge	
		Court Fines			fine schedule determined by Judge	

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>OPEN RECORDS FEES</b>						
		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 multi-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	
<b>SOLICITORS, CANVASSERS, PEDDLERS (ETC. City Code 5-201)</b>						
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	
<b>BUILDING, ZONING &amp; NUISANCES:</b>						
<b>BUILDING PERMITS</b>						
	Ord 3577	Residential Structures New, Additions, Remodel, or Accessory Structures over 120 ft <sup>2</sup> , 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	\$.33 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	\$.28 per sq. ft., \$100 minimum + UTILITIES as required
		Accessory Structures Residential/Commercial Agricultural 120 sf and greater All square footage	\$.27/sq ft (\$40 min) \$25.00 \$25.00	12-Jan-12 13-Dec-07 13-Dec-07	\$.30 per sq. ft. - min of \$40 \$30.00 \$30.00	\$.33 per sq. ft., minimum \$40 \$35 \$35
		Re-roof/New Roof/fences over 6' in height				
		Demolition Free Standing Building with Shared Wall	\$25.00 \$100.00	13-Dec-12	\$30.00 \$100 + engineer review costs	\$35
		Electric Wiring replacement (of existing wiring only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00	\$35 \$55
		Plumbing replacement (of existing plumbing only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00	\$35 \$55

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		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	\$35 \$55 \$55
	Ord. 3577	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	\$35
		Signs	\$25.00		\$30.00	\$35
		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*	\$100 + 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 (permit required for each occurrence)	\$300 escrow ...		\$1,000 escrow held up to 1 year, 48 hr response to trigger escrow	
15-702	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 or adopted building code rates if value is over \$300,000  \$50/hour w/1 hour min./3 hour max. or Adopted Building Code Rate for Buildings valued over \$300,000	17-Dec-15  17-Dec-15	\$250 minimum or actual cost of third-party review  \$50 minimum up to \$150, based on \$50/hr, or Actual Cost of Third-Party Review, if necessary	
		Residential Homes and Accessory Structures				
		Working without building permit (in addition to any citation)	double permit fee		triple permit fee	
<b>CONTRACTOR REGISTRATION FEES*</b>						
4-219		<i>* All must present proof of required insurance</i>				
		General Builder or Limited Building Contractor	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Engages in general contract work, except house moving				
		General Electrician or Electrical Contractor	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Engages in more than one kind of electrical construction work				
		General Plumber or Plumbing Contractor	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Engages in more than one kind of plumbing work				
		Mechanical Contractor	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Engages in more than one kind of mechanical work				
		Tree Trimmers	\$30.00	13-Dec-07	\$50.00 per calendar year	

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		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	
<b>MOWING ASSESSMENT</b>						
		Mowing of Nuisance Lots - each occurrence	\$150/hour	17-Dec-09	\$200.00/hr, 1 hr minimum (round up to next hour)	
<b>ZONING*</b>						
	Ord 3577	* All zoning requests will be fees plus actual City costs for publication, notifications, legal costs		28-Jul-05		
		Rezoning – All districts				
		0 - 5 acres	\$150.00 + \$5.00 per owner		\$250.00	
		5.1 - 50 acres			\$300.00	
		50.1 and up			\$400.00	
		Special Use Permit – Initial Application				
		0 - 5 acres	\$100.00 + \$5.00 per owner		\$200.00	
		5.1 - 50 acres			\$300.00	
		50.1 and up			\$400.00	
		L.and use permit			\$400.00	
		Board of Zoning Appeals				
		Variances	\$300.00	9-Feb-06	\$150.00	
		Appeals	\$150.00		\$300.00	
		Subdivision Application				
		Per lot, 10 or less	\$75 + \$5/lot	14-Dec-06	\$200.00 + \$5.00 per lot	
		Per lot, 11 or more	\$75 + \$3.50/lot		\$200.00 + \$3.50 per lot	
		Preliminary Plat	\$6000.00		\$3000.00	
		Final Plat - not combined with preliminary plat			\$3000.00	
		Lot Splits	\$75.00		\$150.00	



**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
2-209	3709	3rd Pickup (within 24 months of 1st)	<i>not available</i>	"	\$100 + license	<i>General Pickup Fee + license + at large citation delete</i>	
		<del>4th Pickup (within 24 months of 1st)</del>	<del><i>not available</i></del>	"	<del><i>Pickup + license + at large citation</i></del>		
2-124		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		\$8.00 per day
		Euthanization Fee	\$20.00	13-Dec-07	\$50.00		
		Vaccination fee per animal	\$10.00	13-Dec-07	\$15.00		\$20.00
		Vaccination deposit		13-Jun-13	\$10.00		\$20.00
		Live Trap Rental		12-May-16	\$15 rental for 5 days minimum; \$3 per day late fee; \$50 deposit.		
		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	22-Dec-16	no charge for authorized placement organization				
Spay/neuter fee or deposit		14-Dec-06	\$100.00				
Vaccination fee	Same as above		Same as above				

*no charge for authorized placement organization*  
*no charge for authorized placement organization*

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>RECREATION:</b>						
<b>CAMPING</b>						
12-108	Ord. 3277	no hook-up electric <del>individuals</del> air conditioning or heat Organizations no hook-up electric air conditioning or heat	\$7.00 -- --	13-Dec-07	\$10.00 per day with 7-day limit combined with all City parks	\$10 per day \$25 per day
<b>GOLF COURSE FEES</b>						
	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	
<b>UTILITIES:</b>						
<b>ADMINISTRATIVE</b>						
15-126	3744	Customer utility service fee (connections & transfers)	\$15.00	13-Dec-07	\$20.00 + tax	
15-130	3744	Utility Despositis Residential - single family or unit Commercial - average of previous 3 mos or similar business Senior citizen housing unit	\$100.00 \$300.00 \$50.00	13-Dec-07 22-Dec-16	\$200.00 \$300 min \$75.00	
15-126	3744	Late charge for delinquent utility bills Monthly interest rate for unpaid balances over one month past due Termination Fee	3%	11-Dec-08 22-Dec-16 22-Dec-16	7% of amount billed 1.0% on balance due \$25.00 + tax	



**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ELECTRIC SERVICE RATES</b>						
15-308	3744	Residential* Meter Charge Usage Rate per kWh First 500 kWh per month All kWh over 500 kWh per month First 100 kWh per month Next 400 kWh per month Next 1,000 kWh per month All over 1,500 kWh per month	\$10.00  \$0.156 \$0.100 \$0.079 \$0.077	13-Dec-12  25-Sep-08 " " "	\$9.00  \$0.150 \$0.096 \$0.076 \$0.074	\$11.00  \$0.107 \$0.081
		Small General* Meter Charge Usage Rate per kWh First 500 kwh per month Next 4,500 kwh per month All over 5,000 kwh per month First 100 kwh per month Next 400 kwh per month Next 1,500 kwh per month Next 3,000 kwh per month Next 5,000 kwh per month All over 10,000 kwh per month	\$15.00  \$0.137 \$0.121 \$0.103 \$0.100 \$0.088 \$0.082	13-Dec-12  25-Sep-08 " " " " "	\$14.00  \$0.126 \$0.111 \$0.095 \$0.092 \$0.081 \$0.075	\$14.00  \$0.107 \$0.096 \$0.081
		Large General (Demand Meters)* Monthly Customer Charge Demand Demand Charge per kW of Demand Usage Rate for first 150 demand kWh (150 x demand) Usage Rate for next 150 demand kWh (150 x demand) Usage Rate for all additional kWh Minimum bill	\$75.00  \$5.81 \$0.068 \$0.062 \$0.053 demand + cc	  25-Sep-08	\$75.00  \$5.35 \$0.063 \$0.057 \$0.049 demand + customer chg	  \$5.50 \$0.067 \$0.061 \$0.052
		School District* Demand Meters Monthly Customer Charge Demand Demand Charge per kW of Demand Usage Rate for first 150 demand kWh (150 x demand)	  \$75.00  \$5.35 \$0.059	17-Dec-15	  \$75.00  \$5.35 \$0.059	  \$5.50 \$0.063

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
15-312		Usage Rate for next 150 demand kWh (150 x demand) Usage Rate for all additional kWh Minimum bill			\$0.053 \$0.049 demand + customer chg	\$0.057 \$0.052
		City Use & School District Non-Demand* Usage Rate kWh per month First 100 kwh per month All over 100 kwh per month	\$0.115 \$0.083	17-Dec-15 12-Oct-95	(school added) \$0.115 \$0.083	\$0.088
		Outside City limits		14-Dec-06	50% over rates listed above	
15-312	3744	Energy Cost Adjustment (ECA) Charge* Base Rate for Calculation (Calculation in Ordinance)	\$0.05/kWh thru Jan 2016 Based on 3 month rolling average of actual costs	17-Dec-15 17-Dec-15	\$0.04/kWh beg. Feb 2016 Based on energy costs for actual billing period	
15-126	3744	Service Connection Regular meter - res. & small commercial - 200 amps & less Demand meter - 400 amps & more Padmount transformer			\$500.00 \$750.00 cost + labor + 10%	
15-126	3744	Temporary Electric Hookup rate installation deposit	as applicable as applicable		as applicable \$100.00 \$100.00	
15-126	3744	Security/Yard Lights Monthly Rate 175 watt 400 watt Installation Pole 30' 35' After Hours Repair	\$7.50 \$60.00 \$60.00	14-Dec-06 " 13-Dec-12 " 13-Dec-12	\$9.50 per month \$20.00 per month \$100 per light \$100 per pole \$150 per pole	\$10.00 \$21.00 \$200.00 \$250.00 \$150/hr equipment charge + \$75/hour per employee (max 2 employees)

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>REFUSE-SERVICE-RATES</b>						
15-517	Ord 5533	Residential per-family-unit Business* ** Based on Volume Less than 1/2-yard**	\$17.20-per-family-unit	14-Jan-16	\$17.68-per-family-unit	
		2x	\$17.10	14-Jan-16	\$17.58	
		5x	\$39.81	"	\$40.75	
		1/2-yard**	\$31.41	"	\$32.18	
		5x	\$76.47	"	\$78.14	
		1-yard**	\$42.94	"	\$43.94	
		5x	\$105.29	"	\$107.54	
		2-yard**	\$61.86	"	\$63.24	
		4x	\$98.13	"	\$100.23	
		5x	\$122.33	"	\$124.92	
		6x	\$146.52	"	\$149.59	
		4-yard**	\$98.13	"	\$100.23	
		4x	\$194.88	"	\$198.92	
		5x	\$243.26	"	\$248.27	
		6x	\$291.65	"	\$297.62	
		6-yard**	\$146.52	"	\$149.59	
		4x	\$291.65	"	\$297.62	
		5x	\$363.07	"	\$370.47	
		6x	\$436.75	"	\$445.63	
		8-yard**	\$194.88	"	\$198.92	
		4x	\$388.40	"	\$396.31	
		5x	\$485.13	"	\$494.97	
		6x	\$581.88	"	\$593.66	
		Fuel-Surecharge Adjusts every 6 months per contract * Fuel-Surecharge-applied-to-all-refuse-rates		1-Jan-14	3% for each \$0.20 increase in fuel over \$3	
		Billing Charge - Administration fee included in rates	\$0.50	17-Dec-15	\$0.65	
		Collection outside City limits	no-additional-ctg		50% over rates listed above	

**OSAWATOMIE FEE SCHEDULE**  
**Proposed 12/28/2017; Resolution No. xxx**  
**Changes Effective - January 1, 2018**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>SEWER SERVICE CHARGES</b>						
15-126	3744	Inside City Limits Fixed Charges Monthly user charge Monthly net capital charge Minimum monthly charge (user charge + net capital charge) Volume Charge Volume charge per 100 gallons of metered water volume charge based on metered water used during two month winter average (Dec-Jan). No charge for water meters dedicated to lawns or other non-sewer users. Staff may delay 1-2 months for weather event. If winter history average is not yet established. NON-RESIDENTIAL Based on actual water usage. No charge for water meters dedicated to lawns or other non-sewer users. Outside City limits	\$4.33 \$21.75 \$28.00 per housing unit \$0.27 per 100 gallons	18-Dec-14 " 12-May-16 12-May-16 12-May-16 " 14-Dec-06	\$5.00 \$23.25 \$28.25 per housing unit \$0.29 per 100 gallons Based on two month winter average Based on Actual Usage 50% over rates listed above	
		Service to the State Hospital Monthly user charge Monthly net capital charge Minimum monthly charge (user charge + net capital charge) Volume charge per 100 gallons of metered water	\$2.33 \$5,953.37 \$5,955.70 \$.27 per 100 gallons	18-Dec-14 " " 12-May-16	\$5.00 \$9,545.93 \$9,550.93 \$0.29 per 100 gallons	
		Extra Strength Sewage Surcharge BOD Suspended Solids	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)] \$0.2364 per pound \$0.1734 per pound	18-Dec-14 " "	S=Vs x 0.00624 [\$.2647 (BOD-300) + \$.1942 (SS-350)] \$0.2647 per pound \$0.1942 per pound	
15-403	Ord 3496	Service Connection connection within existing districts reconnection	\$250.00 \$50.00	13-Dec-07	\$350.00 \$50.00	
15-403	Ord 3457	Amortization Assessment fee - outside the bounds of an assessed Private system inspection & permit fee - does not include regular plumbing	\$1,000.00	14-May-98 28-Jul-05	\$1,000.00 \$50.00	





**Municipal Water  
Conservation Plan  
For The  
City of Osawatometie**

# Municipal Water Conservation Plan For the City of Osawatomie

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## INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Osawatomie are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Osawatomie has undertaken a number of steps to ensure a dependable water supply for our customers during the past 77 years. The water supply for our City is obtained from the Marais Des Cygnes River. Treated water storage facilities consist of two elevated storage tanks, a 500,000 gallon and a 125,000 gallon tank. Our City water supply and distribution system have ample capacity to meet current customer demands and future projected demands for several years, except during drought periods. The City of Osawatomie believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

## LONG-TERM WATER USE EFFICIENCY

### Water Use Conservation Goals

The City of Osawatomie used 127 In contact with KDOA about removing the state hospital usage from this figure gallons per person per day (GPCD) in 2014. This GPCD figure included:

Water sold to residential/commercial customers;  
Water distributed for free public services (parks, cemeteries, swimming pools etc.); and  
Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2014 Kansas Municipal Water Use Publication, our City is located in Region 8. From this publication it was determined that our City GPCD water use was 127, which was 46 percent above the regional average of 87 GPCD among cities in Region 8 during 2014. The City desires to set a water use conservation goal for usage not to exceed 91 GPCD based on the regional average of the last five years (2010-2014). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan. ~~*Alternate goal can be: Due to higher than average water use by Osawatomie State Hospital, the City desires to set a water use conservation goal not to exceed 114 GPCD, based on 25% above the regional average of the last five years (2010-2014).*~~

### Water Conservation Practices

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will



be undertaken to conserve water are listed and a target date to begin each practice is also shown.

**Education**

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. ~~Water conservation tips are not normally provided with the water bills. The City has not provided information on water conservation to the local news media on a regular basis and has not encouraged the Board of Education and teachers to become involved in water conservation presentations in schools.~~

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be <del>Taken</del> <u>taken</u>	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	<del>Required</del> <u>Implemented</u>
<del>2. Water bills will show the amount of water used in gallons during this billing period and the number of gallons used last year during the same billing period.</del>	
<del>3. Water conservation tips will be provided with the monthly water bills during the summer months.</del>	
<del>4. Water conservation articles or issues will be provided or discussed each month during the summer by the local news media.</del>	
<del>5. The Board of Education and teachers will be encouraged to become involved in water conservation through classroom lectures and incentives for children to conduct home checks.</del>	
6. Make available information on water conserving landscape practices through publications, local news media, seminars or other appropriate means.	<del>Required</del> <u>Implemented</u>

**Management**

The City of Osawatomie has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read once a day.

Water meters were installed for all residential/commercial customers by 1965. Customer meters are scheduled for an accuracy check and possible repair or replacement upon receiving a request to do so from the customer.

The City of Osawatomie reads each customer’s water meter and mails a monthly water bill to each customer every month. Customer water meters are generally read approximately the 3<sup>rd</sup> ~~week~~Week of the month; however, the meter reader sometimes deviates from the scheduled time period.

Water leaks from the City public water distribution system are repaired when customers report

significant leaks from the water mains or are located by City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water rate structure for the City was passed on A new rate schedule is set to take place in June. The minimum monthly water bill is \$12.00 for residential customers, which allows each customer to use up to 2,000 gallons of water each month. Water use in excess of 2,000 gallons is charged \$1.50 per 1,000 gallons. The sewer rate for all customers is \$9.50 for the first 1,000 gallons and \$1.80 per 1,000 gallons thereafter.

The City of Osawatomie realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. For that reason, the City of Osawatomie has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	<del>Required</del> <u>Implemented</u>
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	<del>Required</del> <u>Implemented</u>
3. Meters will be installed at all residential service connections and at all other service connections whose annual water use may exceed 300,000 gallons, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	<del>Required</del> <u>Implemented</u>
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, per industry standards (such as AWWA standards), if they are one inch or less. Meters between one inch and six inches will be tested for accuracy at least once every five years and meters six inches and above will be tested on at least an annual basis. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	<del>Required</del> <u>Implemented</u>
5. All meters for source water will be read at least on a monthly basis and meters at individual service connections will be read at least once every two months.	<del>Required</del> <u>Implemented</u>
6. A reading will be taken at each source water meter at the same time that meters for individual service connections are read.	<u>Implemented</u>
7. A water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total source water for a four month time period.	<del>Required</del> <u>Implemented</u>
8. Water sales will be based on the amount of water used.	<del>Required</del> <u>Implemented</u>
9. A water rate structure designed to curb excessive use of water will be evaluated.	<del>Required</del> <u>Implemented</u>
<del>10. Develop and implement a program to incorporate water conserving landscape principles into future landscape development projects, including renovation of existing landscapes.</del>	

<del>11. Develop and implement an irrigation management program for irrigated grounds.</del>	
<del>12. Encourage the recycling of wastewater for selected industrial or irrigation purposes.</del>	

**Regulation**

The City of Osawatomie does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought Response section of this plan and water drought/emergency ordinance where they constitute the primary means for conserving water during a supply shortage.

Osawatomie does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

Regulation Actions to be Taken	Target Date
1. All new or renovated construction will install toilets that use 1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less.	<u>Implemented</u>
2. Adopt a landscape water conservation ordinance.	<u>Implemented</u>

## DROUGHT RESPONSE

The City of Osawatomie addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

### Stage 1: Water Watch

#### Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

#### Triggers

This stage is triggered by any one of the following conditions: Triggers will be discussed with MRWAD #2 to unify all utilities using Marais des Cygnes.

- ~~1. The City's storage has fallen below \_\_\_ percent capacity, and will not recover (typically 85);~~
- ~~2. Groundwater levels have fallen \_\_\_ feet below the normal seasonal level (typically 5);~~
- ~~3. Lake or reservoir elevation is \_\_\_ feet below normal seasonal level (typically 3);~~Declaration of drought condition by the governor.
- ~~4.1. Water has stopped flowing over the dam;~~
- ~~5. \_\_\_ Creek or River flow is less than \_\_\_ cfs in summer or \_\_\_ cfs in winter;~~
- ~~6.2. Demand for one day is in excess of 1\_\_\_ million gallons per day for 3 consecutive days (typically 15% above normal seasonal peak day, which may be calculated using the normal seasonal highest month, divided by 30);~~
- ~~7. The Kansas Water Office has issued a Stage 1 Water Watch based on the remaining water marketing storage in a water marketing lake; (for water marketing customers only)~~
- ~~8. Provider of purchased water has issued a Stage 1 Water Watch.~~
- ~~3. The Kansas Water Office has issued a water watch based on the remaining water assurance storage in the Water Assurance District lakes. Implementation of the following Methodology for Stage 1 Water Watch.~~
  - ~~a. The National Weather Service, Climate Prediction Center, forecasts The Three-Month Outlook Temperature Probability is for above-normal temperatures.~~
  - ~~b. The National Weather Service, Climate Prediction Center, forecast The Three-Month Outlook Precipitation Probability is for below-normal precipitation.~~
  - ~~c. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona lakes have fallen below 70% during a three-month period of record.~~
  - ~~a.d. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the~~

capacities of Melvern and Pomona Lakes have fallen below 90% during a three-month period of record. ~~(for water assurance district members only)~~

### **Education Actions**

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings to water utility customers.

### **Management Actions**

- ~~1. The City wells will be cleaned and flushed to maintain them at their most efficient condition.~~
- ~~2-1.~~ Leaks will be repaired within 48 hours of detection.
- ~~3-2.~~ The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

### **Regulation Actions**

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

## **Stage 2: Water Warning**

### **Goals**

The goals of this stage are to reduce peak demands by 20 percent ~~(typically 20)~~ and to reduce overall weekly consumption by 10 percent ~~(typically 10)~~.

### **Triggers**

This stage is triggered by any one of the following conditions:

1. Demand for one day is in excess of 1.25 million gallons per day;
- ~~2. (for water marketing customers only)~~
- ~~3. Provider of purchased water has issued a Stage 2 Water Warning.~~
- ~~2. The Kansas Water Office has issued a water warning based on the remaining water assurance storage in the Water Assurance District lakes. (for water assurance district members only)~~ Declaration of drought condition by the governor.
3. Implementation of the following Methodology for Stage 2 Water Warning.

- a. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Temperature Probability*, is for above-normal temperatures for two consecutive three-month periods.
- b. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Precipitation Probability*, is for below-normal precipitation for two consecutive three-month periods.
- c. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 50% during a three-month period of record.
- d. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 70% during a three-month period of record.

### **Requirements for Termination of Stage 2 Water Warning:**

Stage 2 shall terminate when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

### **Education Actions**

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper.
4. Water-saving tips will be included in billings to water utility customers.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
- ~~3. Pumpage at wells will be reduced to decrease drawdown and to maintain water levels over well screens.~~
- 4.3. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.
- 5.4. Reserve supplies, such as standby well fields or lakes, will be prepared for use.
- 6.5. Intakes will be adapted to operate with low flows.
- 7.6. The City will contact DWR for permission to require private well owners to comply

with the City's drought response regulations as authorized under K.S.A. 82a-733(i).

*If management action #7 is chosen the water drought/emergency ordinance must also address private wells.*

## **Regulation Actions**

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)). *Include this statement if Water Warning management action #7 is chosen.*

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Outdoor watering will be restricted to use of a hand-held hose or bucket only.
6. Excess water use charges for usage of water over the amount used in the winter will be considered.
- ~~6-7.~~ School will restrict watering baseball, football and soccer fields.
- ~~7-8.~~ Waste of water will be prohibited.

## **Stage 3: Water Emergency**

### **Goals**

The goals of this stage are to reduce peak demands by ~~50~~ percent (typically 50) and to reduce overall weekly consumption by 25 percent. (typically 25).

### **Triggers:**

This stage is triggered by any one of the following conditions:

1. Advice from the Kansas Water Office.
2. Declaration of drought condition by the governor.
- ~~1. The City's storage has fallen below \_\_\_ percent capacity (typically 50);~~
- ~~2. Treatment plant operations are at \_\_\_ percent capacity or more for three consecutive days (typically 90);~~
- ~~3. Pumping lowers water level to within \_\_\_ feet of the top of the well screens (typically 5);~~
- ~~4. Groundwater levels have fallen \_\_\_ feet below the normal seasonal level (typically 15);~~
- ~~5. Lake or reservoir elevation is \_\_\_ feet below normal seasonal level (typically 7);~~
- ~~6. Water is \_\_\_ feet below the dam (typically 2-3);~~
- ~~7. \_\_\_\_\_ Creek (River) flow is less than \_\_\_\_\_ cfs in summer or \_\_\_\_\_ cfs in winter;~~

- ~~8. Demand for one day is in excess of \_\_\_\_\_ million gallons per day (typically 25% above normal seasonal peak day for 3 consecutive days or 35%, which may be calculated using the normal seasonal highest month, divided by 30);~~
- ~~9. The Kansas Water Office has issued a Stage 3 Water Emergency based on the remaining water marketing storage in a water marketing lake; (for water marketing customers only)~~
- ~~10. Provider of purchased water has issued a Stage 3 Water Emergency.~~
- ~~11. Emergency conditions related to repairs or water quality.~~
3. The Kansas Water Office has issued a water emergency based on the remaining water assurance storage in the Water Assurance District lakes. Implementation of the following Methodology for Stage 3 Water Emergency
  - a. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Temperature Probability*, is for above-normal temperatures for two consecutive three-month periods.
  - b. The National Weather Service, Climate Prediction Center, forecasts *The Three-Month Outlook Precipitation Probability*, is for below-normal precipitation for two consecutive three-month periods.
  - e. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Water Quality Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 30% during a three-month period of record.
  - f. A trend has been established by the Kansas Water Office, Marais des Cygnes River Basin, Municipal Assurance Storage capacity accounting, where the capacities of Melvern and Pomona Lakes have fallen below 50% during a three-month period of record.  
*(for water assurance district members only)*

### **Requirements for Termination of Stage 3 Water Emergency**

Stage 3 shall be terminated when all of the conditions listed as triggering events have ceased to exist or a period of five (5) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

### **Education Actions**

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.





# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 28, 2017

**AGENDA ITEM:** Kwikom Agreements

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Over the past few months, we have been in discussion with Kwikom regarding two issues. First, their desire to rent space on both of our towers to provide wireless internet to city and county customers. Second, our desire to provide a fiber backbone through the community that can be utilized for improvement of broadband for both city operations, school services, and the opportunity for current and new businesses to have high-speed fiber service in Osawatomie. It is through these discussions that we were able to have Kwikom install the fiber line between our substations at a much reduced costs than previous bids (see the study attached).

Attached is a draft contract from Kwikom regarding putting equipment on our towers to provide wireless service to the home. I have a few issues (rent, free services, exclusive use, interference) which I expect us to address before having a final copy of this lease agreement:

The second item is a copy of Kwikom's estimate for putting in the fiber backbone and also serving certain City buildings. We do not have funds set aside for construction of the fiber and we have not worked out how we might handle any lease-back arrangement we might work out with Kwikom. But, this estimate does provide us a real world estimate to compare to the study completed earlier this year by KSFiberNet.

We do have the option of not working with Kwikom on this project and instead put out an RFP, solicit qualifications and bids from other wireless providers and fiber installers. However, we have seen that other bidders could provide the same wireless services but they are not in the fiber business. A business partnership that would give our citizens one additional internet provider, and possibly provide fiber to businesses and homes within the near future, may be hard to replicate with other providers. Also, the time to market of this proposal is critical as other options are available to Kwikom for tower service.

**COUNCIL ACTION NEEDED:** Provide direction to staff for both the tower lease agreement and a fiber backbone agreement.

## LEASE FOR TOWER SPACE

(City of Osawatomie, Kansas)

THIS TOWER LEASE AGREEMENT (the "Lease") is entered into this 1<sup>st</sup> day of January, 2018 by and between CITY OF OSAWATOMIE, KANSAS (hereinafter referred to as the "Lessor") and JMZ CORPORATION, a Kansas corporation (hereinafter referred to as the "Lessee").

WHEREAS, Lessor is the owner of two Water Towers (hereinafter the "Tower" or "Towers") located at the following approximate latitude / longitude coordinates:

38.501472° W, -94.941690° N (Industrial and First Street)

38.495855° W, -94.961053° N (Brown and Eleventh Street)

and Lessee desires to use certain space on the Towers, and on land owned, leased, or otherwise held by the Lessor at the base of the Towers (hereinafter the Tower "Sites"), and Lessor is willing to permit such use on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. USE. Lessee may use the Sites for the purpose of wireless Internet reception and transmission, Virtual Private Networking and Virtual Local Area Networks. Such use includes mounting equipment for radio frequency transmission and reception, including (but not limited to) antennae, data cables, masts, power supplies and electric lines, and Lessee may also place equipment, with a footprint of approximately 3' x 6' near the base of the Towers (all hereinafter the "Equipment"). Lessee shall have the right to use existing electric service at the Towers and Sites at no additional cost (such cost has already been factored into the monthly rent).

2. TERM. The original term of this Lease shall be five years, commencing January 1, 2018 and terminating at 11:59:00 PM on December 31, 2023. This Lease shall automatically renew for five year terms at the end of each term unless either Lessor or Lessee notifies the other party in writing at least 180 days prior to the ending date of the Lease stating the desire to terminate this Lease.

3. RENT. Lessee shall pay Lessor rent at the rate of \$\_\_\_ per occupied and used Tower and Site per month. (\$\_\_\_ total/month) Monthly rent shall be paid in advance on or before the 14<sup>th</sup> day of each month and sent to Lessor at the address noted below, or such other address as Lessor may direct. Lessee shall have the right to surrender and cease use of any Tower and Site to Lessor, and rent for such surrendered Tower and Site shall then end effective the date of the notice from Lessee to Lessor.

As additional consideration for this Lease, during the term of this Lease Lessee agrees to provide Lessor at no cost to Lessor with five Internet services (at the Max Plan) at:

\_\_\_

\_\_\_

4. INTERFERENCE; EXCLUSIVE USE. Lessor agrees not to use, or permit anyone else to use, any Tower or Site in any way that interferes with Lessee's operations under this Lease. During the term of this

Lease, Lessee shall have the sole and exclusive right to use the Towers and Sites for the purpose of wireless Internet reception and transmission, Virtual Private Networking and Virtual Local Area Networks.

5. COMPLIANCE WITH LAW. Lessee shall conform to applicable laws and regulations of any public authority affecting the Towers and Sites and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain any federal, state and local permits and licenses necessary to operate under this Lease. Lessee shall operate its Equipment in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority. Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency or other governing agencies.

6. IMPROVEMENTS; USE OF EQUIPMENT. Lessee shall have the right, at its expense, to install, maintain, repair, replace and remove the Equipment, and such Equipment shall at all times remain the exclusive property of Lessee. Lessee will notify Lessor when access to the Towers and Sites is needed and obtain Lessor's permission for such access, and Lessor agrees to allow Lessee reasonable access upon such request. Upon expiration or termination of this Lease, Lessee shall remove its Equipment. After removal of its Equipment, Lessee shall restore the Tower and Site to its original condition at the time of leasing, normal wear and tear excepted. It is understood that Lessor also utilizes the Towers and Sites and Lessee's use is restricted to locations available as reasonably determined by Lessor. Lessee shall submit plans and specifications for its Equipment to Lessor for its approval prior to undertaking any construction, and all construction must be in accordance with the approved plans. Lessee shall be responsible for all maintenance and repairs of its Equipment and shall hold the Lessor harmless from any injuries, damages, liability, claims or causes of action which may arise from or be related in any way to its Equipment, the installation thereof, or from Lessee's operation and use of the Towers and Sites. Lessor has no liability or responsibility for any damage caused to the Equipment during any maintenance or painting of the Tower.

7. TOXIC OR HARMFUL SUBSTANCES. Lessee shall not keep on or about the Towers or Sites any substances designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, (and/or which are subject to regulation as hazardous, toxic, dangerous or harmful) by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances"). Lessee shall notify Lessor of (i) all failures to comply with any federal state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (ii) all inspections of the Equipment by any regulatory entity concerning Hazardous Substances at the Sites, (iii) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Equipment at the Sites. Lessee shall indemnify, defend, and hold harmless Lessor and its employees, officers and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of the Lessee's use, disposal, transportation, and/or generation of Hazardous Substances.

8. TAXES. Lessee shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Equipment. Lessor shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Towers and Sites.

9. INSURANCE. During the term of this Lease, Lessee is responsible for insurance on the Equipment, and shall maintain general liability insurance coverage of not less than \$1,000,000 with Lessor named as an

additional insured, and workman's compensation insurance for Lessee's employees. Upon request, Lessee shall furnish evidence of such insurance in the form of a Certificate of Insurance satisfactory to Lessor. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

10. DESTRUCTION; CONDEMNATION. If a Tower or Site are destroyed or damaged so as, in Lessee's judgment, to hinder the effective use of the Equipment, or if a Tower or Site is condemned, then Lessee may elect to terminate this Lease as to such Tower or Site as of the date of the damage, destruction or condemnation by so notifying Lessor. Lessor is not responsible for repair or replacement of any Equipment which may be damaged or destroyed or for any other damages, consequential or direct, which may result from damage or destruction to a Tower or Site or the Equipment.

11. INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless from any and all liability, damage, expense (including attorneys' fees and costs), cause of action, suits, claims or judgments by any reason whatsoever to the extent caused or arising out of Lessee's occupancy or use of the Towers and Sites, except to the extent caused by Lessor.

12. BREACH; REMEDY. In the event either party should breach any provision of this Lease, and fail to cure such breach within 15 days after receipt of written notice from the non-breaching party, then such party shall be in default and the non-breaching party shall have such remedies as are available at law or equity. The party substantially prevailing in litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

13. LIENS. Lessee shall not permit any lien to be filed against its leasehold interest in the Towers or Sites by reason of work, labor, services or materials performed or supplied to Lessee, and if any such lien is filed against the leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged within 30 days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to Lease termination.

14. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipts requested, or sent by overnight carrier to the following addresses, or such other address as either party may designate at a later date:

If to Lessor, to:           City of Osawatomie  
                                  439 Main Street  
                                  Osawatomie, Kansas 66064

If to Lessee, to:           JMZ Corporation  
                                  800 West Miller Rd  
                                  Iola, Kansas 66749

15. ASSIGNMENT. Lessee may not mortgage, assign or transfer this Lease without Lessor's prior written consent. Lessor may assign this Lease upon notice to Lessee.

16. SUCCESSORS AND ASSIGNS. This Lease shall run with the Towers and Sites described, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. MISCELLANEOUS.

(a) Modification/Waiver. This Lease may not be amended, altered or modified, and no term or condition herein shall be deemed waived or released, except by written document signed by the parties, and no oral amendment, alteration, modification, waiver or release shall be effective or binding.

(b) Choice of Law; Waiver of Jury. This Lease shall be governed by and construed in accordance with the laws of the State of Kansas, and the parties irrevocably consent to trial by a District Judge and waive any right to trial by a jury.

(c) Interpretation. This Lease is the result of joint negotiations and efforts in drafting, and nothing herein shall be construed against any party simply as a result of such party being the draftsman of this Lease. Each party has consulted with, or had adequate opportunity to consult with, an attorney and is fully aware of and satisfied with all terms of this Lease.

(d) Headings. Headings in this Lease are for convenience only and shall not be considered in interpreting this Lease.

(e) Invalidity. If any term or provision of this Lease is held invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) Entire Agreement. This document sets forth the entire understanding and agreement of the parties on the matters described herein, and this Lease cancels, supersedes and replaces all prior letters of intent, Leases, arrangements and understandings relating to the subject matter of this Lease.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Lease effective the date first above written.

LESSOR (City of Osawatomie)

LESSEE (JMZ Corporation)

by \_\_\_\_\_  
name  
title

by \_\_\_\_\_  
name Zachery D Peres  
title Vice President

# KwiKom Communications

800 W Miller Rd  
Iola, KS 66749

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

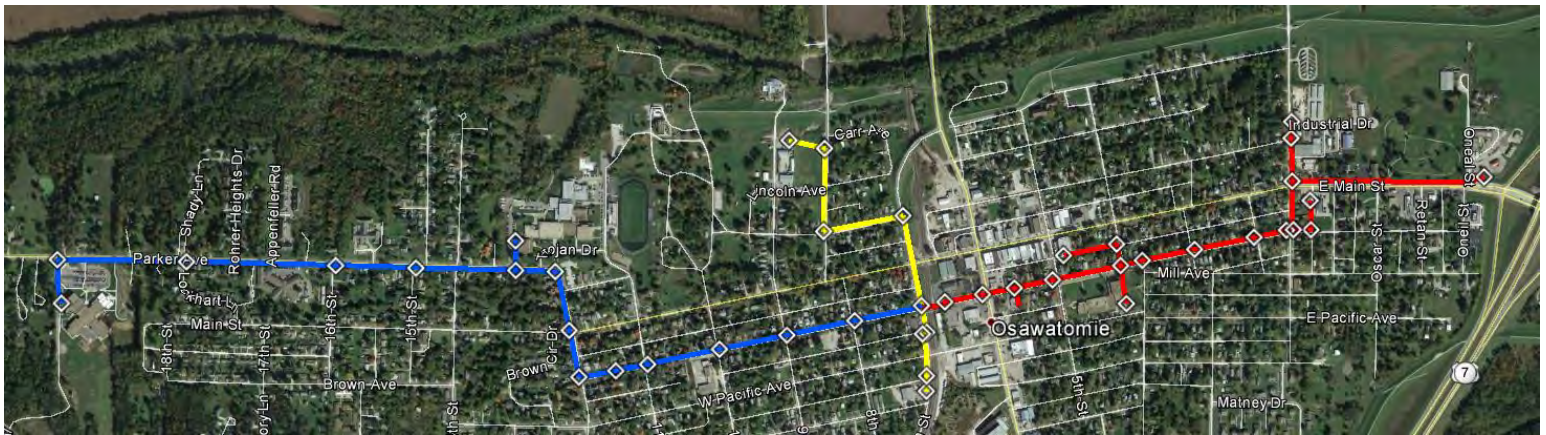


## Quotation

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

12/26/2017 - Quote Expires 01/31/2018  
Quoted By: Zachery Peres  
Lead Time to Start Project From Acceptance:  
60 Days

## Proposed Plan:



Red - East Proposed Segment  
Blue - West Proposed Segment  
Yellow - Existing Segment

East Route from 7th Street to 1st Street (Red Line in Map)

Facilities Connection:

- Library
- City Hall
- Middle School
- Police Department

This route will connect to the East Water Tower (Proposed CO location for fiber switches and equipment) and place a handhole to tie into backbone fiber by highway.

Description:

- Approx 7800 ft of Horizontal Directional Drilling (*Based on dirt-only boring. No hardened minerals ex: limestone. Hardened Material may have additional cost added to the top of this quote.*)
- Approx 7800 ft of 1.25in HDPE Telecom Duct
- Approx 3200 ft of it will be 24 count Armored Fiber
  - Main St to Onear (Backbone tie in)
  - PD Drop down Alley
  - Middle School Drop
  - 4th St to City Hall Alley

- Library Drop
- Approx 4600 ft of it will be 96 count Armored Fiber
  - 1st St from 7th to Alley past 1st St
  - 1st St from Brown St to Industrial
- 19 FRP Body - Polymer Concrete Cover (ANSI/SCTE 77 Tier 15) Vaults 24 in \* 36 in \* 24 in height
  - Locations on map
  - Will include coiled fiber, and splice trays/closures for the line, allowing future additions to be made.
- This quote is dependant on the City giving access to use the abandon water line on Brown to cross the UPRR tracks. If there are any additional permits that arise from the railroad crossing the permit cost will be in addition to this quote.
- Will include up to 15 fiber sign markers.

**Total Cost of East Segment \$156,668.00**

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West Route from 7th Street to Elementary School (Blue Line in Map)

Facilities Connection:

- Elementary School
- High School

Description:

- Approx 9270 ft of Horizontal Directional Drilling (*Based on dirt-only boring. No hardened minerals ex: limestone. Hardened Material may have additional cost added to the top of this quote.*)
- Approx 9270 ft of 1.25in HDPE Telecom Duct
- Approx 3200 ft of it will be 24 count Armored Fiber
  - Elementary School Drop
  - High School Drop
- Approx 4600 ft of it will be 96 count Armored Fiber
  - Brown St from 7th St to 12th St
  - 12th St from Brown St to Parker Ave
  - Parker Ave from 12th St to Elementary School Entrance
- 15 FRP Body - Polymer Concrete Cover (ANSI/SCTE 77 Tier 15) Vaults 24 in \* 36 in \* 24 in height
  - Locations on map
  - Will include coiled fiber, and splice trays/closures for the line, allowing future additions to be made.
- Will include up to 15 fiber sign markers.

**Total Cost of West Segment \$166,372.00**

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**Total Cost of East and West Segment - \$323,040.00**







# Cost Estimates for Proposed Fiber Route

## KsFiberNet Fiber Segment Sheet Osawatomie, KS Underground option

The estimate includes all materials, labor, permits, and insurance.

These estimates do not include tax.

SEGMENT	ROUTE DESCRIPTION	U/G from Main	Estimated Const. Cost
Main fiber route	One 1.25" HDPE duct with a 96 ct. armor fiber and 24"x36"x42" H-20K rated Polycrete hand holes	15,237'	\$411,399.00

The Main Fiber Route in Osawatomie will have connectivity to KsFiberNet backbone at U.S. Highway 169.

### Examples of Anchor Institution Fiber Drops

The estimates for the construction to the anchor institutions represent the expected construction cost from the closest hand hole to the building, placing a 24 ct. fiber lateral, but do not include the inside plant construction (wall penetrations, conduit, fiber termination, and equipment).

SEGMENT	ROUTE DESCRIPTION	U/G from Main	Estimated Const. Cost
From Main St.	City Water Tower #1	420'	\$10,500.00
From Main St.	Osawatomie Police Dept. Main St.	282'	\$7,050.00
From Brown Ave.	Osawatomie Middle School Brown Ave.	689'	\$17,225.00
From Brown Ave.	Osawatomie Library Brown Ave.	192'	\$4,800.00
From Brown Ave.	Osawatomie City Hall Main St.	232'	\$8,120.00
From Brown Ave.	Osawatomie Fire Dept.	1,042'	\$26,050.00
From Brown Ave.	Public Works Dept.	1,603'	\$40,075.00
From Brown Ave.	Osawatomie High School	1,568'	\$39,200.00
From Brown Ave.	Osawatomie Water Tower #2	75'	\$1,825.00
From Parker Ave.	Elementary School	565'	\$14,125.00

The cost to build from a hand hole on Osawatomie's Main Fiber Route to a location in Osawatomie would be approximately \$25 per foot.



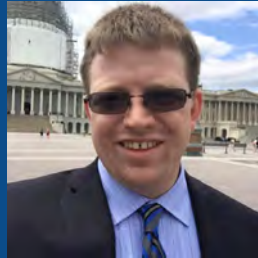
# **Tower Lease Proposal For Providing High Speed Internet**

KwiKom Communications is a Kansas Corporation operating in much of Eastern Kansas, providing Reliable, Quality, and Unlimited Wireless Internet Access services to businesses, institutions, and residents within our coverage area. KwiKom Communications has been providing these services since January 1st, 2010, and the owners of the two companies which were merged together to form KwiKom Communications in 2010 had been providing Internet Access service since 2004.

## Key People



**John Vogel**  
President



**Zachery Peres**  
Vice President



**Eric Vogel**  
Field Opts Manager

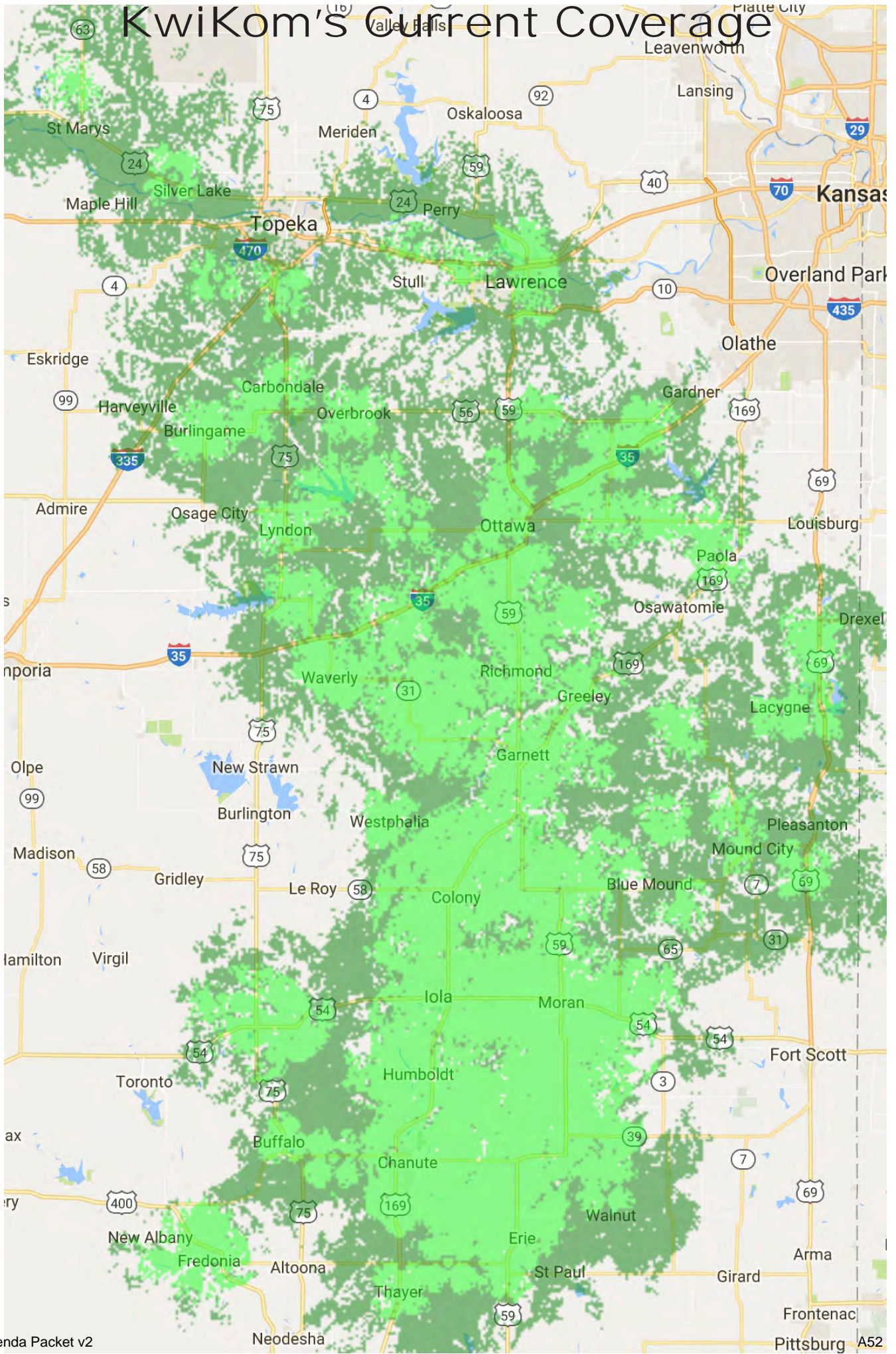
KwiKom provides Wireless High Speed Internet in Eastern Kansas with a network spanning over 8,600 square miles. We do this by transmitting a wireless signal from various towers. Many of these towers are leased Water Towers, Grain Elevators/Legs, and Radio Towers. Today we have over 120 towers, over 50 water towers, and over 40 grain elevators.

## References

City of Iola	Iola Grain Co.
City of La Harpe	Beachner Grain
City of Yates Center	Neosho Rural Water 2
City of Humboldt	Anderson Rural Water 5
City of Bronson	Neosho Rural Water 7
City of Princeton	Neosho Rural Water 1
City of Savonburg	Iola Public Wholesale 5
City of Colony	Anderson Rural Water 1C
City of Buffalo	Franklin Rural Water 2
City of Burlingame	Franklin Rural Water 4
City of Wellsville	Franklin Rural Water 5
City of Melvern	Franklin Rural Water 6
City of Lyndon	Douglas Rural Water 6
City of Carbondale	Osage Rural Water 3
Ottawa COOP	Linn PWWSD 13
Baldwin Feed	Linn Rural Water 1



# Kwikom's Current Coverage



# Internet Plans

**ME \$55<sub>/mo</sub>**

**Up To 5 mbps Down / 1 mbps Up**  
**Best For Personal Use**  
Email | Facebook | Videos

**FAMILY \$65<sub>/mo</sub>**

**Up To 10 mbps Down / 2 mbps Up**  
**Best For Multiple Users**  
Movies | Gaming | Download Music

**PRO \$85<sub>/mo</sub>**

**Up To 15 mbps Down / 3 mbps Up**  
**Best For Small Business**  
HD Movies | VPN | Upload Videos

**MAX \$105<sub>/mo</sub>**

**Up To 25 mbps Down / 4 mbps Up**  
**Power Users**  
Many Users | Major Uploading/Downloading

**Home Phone \$20<sub>/mo</sub>**

Unlimited Local Calling  
Unlimited Long Distance  
Caller ID w/ Name  
E911

## Installation

We mount a small piece of equipment on the outside of your home or business called a CPE. The CPE is a small radio and antenna designed to send and receive high speed data. From the CPE is one wire that will be run to a location inside your home or business where power is available, and plugged into a POE. KwiKom Equipment is installed by a professional technician, ensuring the most reliable, high speed connection.

## Unlimited Data Cap

Say goodbye to restrictive data caps or allowances. KwiKom offers UNLIMITED data with all of our plans! No surprise charges and huge bills for using too much data.

## No Contract/Credit Check

KwiKom provides the service you deserve and does not force you to sign a contract to have our service!

## Managed Router

Never worry about losing your wireless password or if it is your router provider causing problems again! With our secure, state-of-the-art Wireless Routers, INCLUDED with all our service plans, we can provide the service and support you need.



## Equipment Protection

Wind, Lightning, Storms are frequent in Kansas. All of our plans INCLUDE Equipment Protection. If something goes wrong with your KwiKom equipment, we will fix it FREE of charge.

## Always On Internet

Our service is an always on High Speed Internet solution like DSL or Cable. However, since our service is provided with fixed wireless to your home there is NO requirement for phone lines or cable service.

## Standard Install - \$75

Our equipment is professionally installed by KwiKom for a one-time flat-rate fee of \$75. All wireless equipment and routers installed are owned by KwiKom Communications, if it quits working, we fix it FREE to you!

## Equipment



# Other Services



## Fax

KwiKom offers Email-to-Fax as well as traditional fax service. Our fax service is different because we use HTTPS to transfer your fax instead of "T.38" which results in a 99.9% fax success rate.



## Business Phone and Hosted PBX

Add all the features of a business PBX system without the cost of buying the high-dollar backend system.



## Enterprise WiFi

Cover large areas with reliable, stable WiFi. Our system allows you to "Roam" from access to access point (like a cell phone) without having to reconnect or search for additional access points.



## Website Hosting

Host your website with a local, stable, company. We provide the support you need, at a reasonable price. Our hosting solution gives customers full access to their setting with cPanel.

## Dedicated Service

KwiKom offers Dedicated Services with a Service Level Agreement for business's needing a top-quality service, schools, libraries, etc. We offer up to 1gbps in most locations, and low latency.

# KwiKom TV Service - Coming Soon...

- 100+ Prime Channels
- 25+ Premium Channels
- Set-top-Box with Remote
- On-Screen Channel Guide
- DVR
- High Definition
- Video-on-Demand
- Pay-per-View
- Apps (Hulu, Youtube, Etc)



And More



KwiKom uses all Carrier Grade equipment. We use “gps-sync” to time our radios and allow for frequency reuse. GPS-Sync + The Spectral Efficiency of our equipment allows us to offer top-market speeds, and performance.

Here you can see two type of antennas. The round parabolic dish is a “back-haul” these are used for inter-tower connectivity. There is one of these dishes on each end (each tower) that form a point-to-point link capable of passing large amounts of data. Stability is our number one goal, and each one of our towers has at least two of these back-hauls, connecting to different towers. This allows us to do real-time failover in case a link, or tower goes down, it will not affect all the towers around it. This antenna is approx. 2.5 ft tall.

The tall skinny antenna is a “sector” this is what broadcast signal for CPEs on customers house to connect to, providing them Internet service. Our normal tower build has four sectors each covering a 90 degree span (25% of the landscape around the tower). This antenna is approx. 2.5ft tall.

All of our equipment is powered using low-voltage 24-48v DC power, this is run over ethernet (Cat5e) wire with data, enclosed in conduit, from the ground to the equipment.

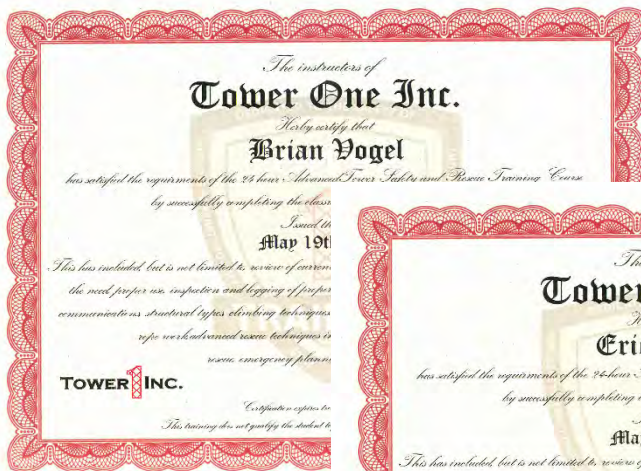


KwiKom uses Terrestrial Microwave Fixed Wireless to deliver High Speed Internet to your home or business.

Service is fast and reliable like Cable or DSL. Since our service is transmitted from towers normally within 6 miles of your location, unlike Satellite which is over 22,000 miles away, our service is not affected by adverse weather. Service is available in town, or in the country!

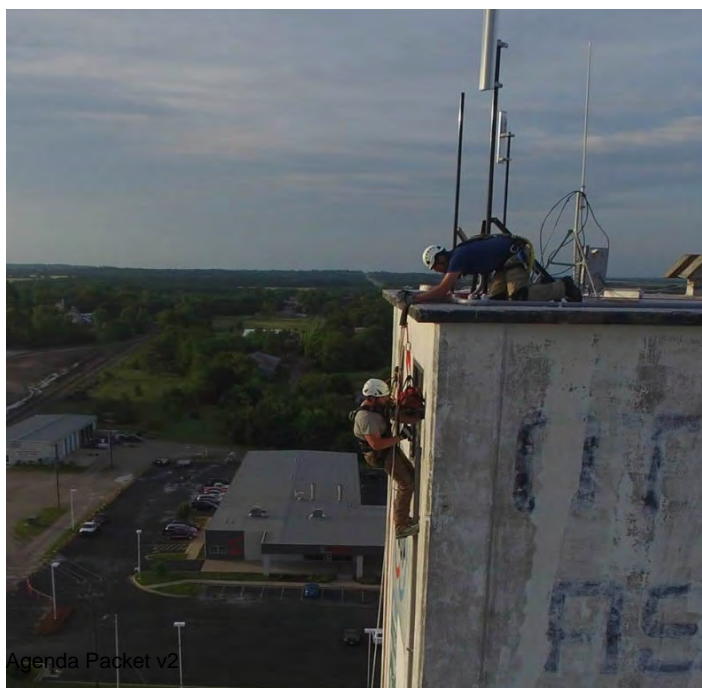






# Safety Is #1

KwiKom has a full time tower crew that builds, maintains, and upgrades towers. Our tower climbers are all certified in Advanced Climbing, Rescue, and Rope Work. All of our training is done by Tower 1, Inc. This training meets and exceeds OSHA, and ANSI standards. Safety of our crew, and the tower we are working on is always a top priority!



This is the KwiKom tower crew doing rope work, installing conduit on the side of the Ottawa COOP Elevator in Ottawa, KS.

8 Certified Climbers  
3 Advanced Endorsements  
Full-Time Tower Crews

Safety Award of Excellence  
--Tower One Inc.

(1)



## Tower Mounting Examples

We have mounted to a wide array of towers and believe in always doing it correctly. KwiKom will never drill or weld on a water tower. All of our mounts are custom fabricated by a machine shop in Stark, KS. The mounts are then powder-coated, so they will not rust and will last for a long time.

All of our wire is run in conduit; and securely fastened out of the way. We do not place our conduit, antennas, or wire in the way of anyone climbing the tower.

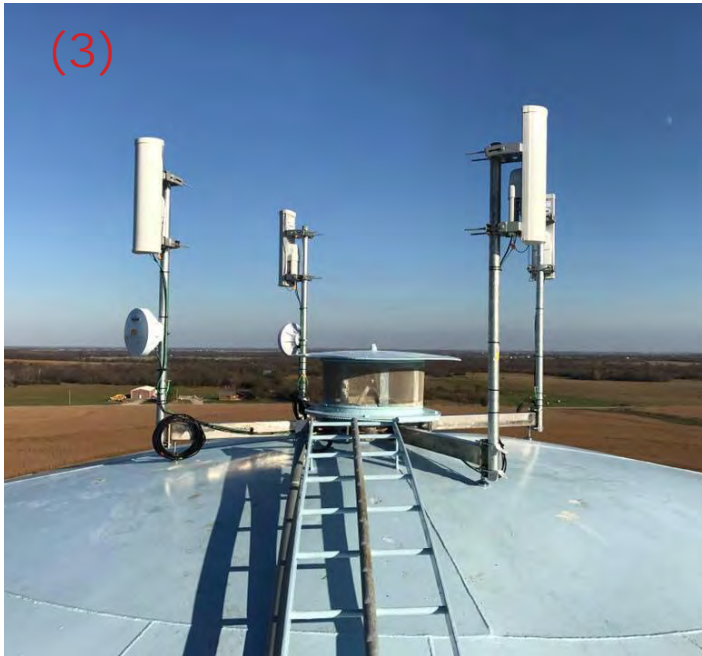
## Rail-Mount Bracket Water Tower Railing

(2)



This is outside Ottawa, Kansas --Hilltop Water Tower; this mount is our standard hand rail mount that bolts onto the rail and slips over the bottom kick-plate. This is an adjustable mount and can accommodate almost any railing.

## Spider-Bracket Water Tower Top Mount



This is outside Ottawa, Kansas on the Chipewa Water Tower. This is an example where we could only mount to the top of the tower around the maintenance access.

The mount on this tower is made of Stainless Steel, and it fastened around the access hole to create a band. Between the tower and the band we put rubber in so that it would not hurt the towers paint.

Our stand-offs all have feet on them, with a rubber base to add additional support.

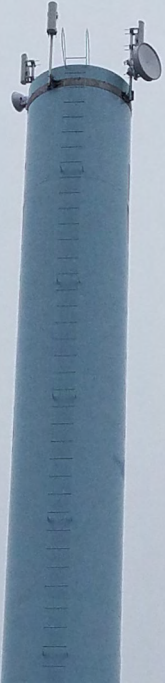
## Roof-Top Mount Elevator/Building



This is in Ottawa, KS, on the Ottawa COOP Grain Elevator. In this picture you can see our custom mount, secured by wedge-anchors to the roof. These anchors can support several-thousand pounds each.



(5a)



## Ring-Mount Bracket Stand Pipe Water Tower

This is outside Williamsburg, Kansas --Emerald Hill Water Tower; this mount is our standard small diameter stand pipe mount that bolts around the outside of the Stand Pipe. Creating multiple mounting points with no damage to the tower. This is an all stainless steel bracket.

(5b)



Partner With Kwikom Communications  
To Provide Quality High Speed Internet  
To Your Area!





## Wireless Infrastructure Plan



## Wireless RF Network Design



## Assumptions

- Utilizing frequencies for last mile PTMP (Point To Multi-Point) solutions in unlicensed 5 GHz spectrums
- Utilizing Kansas Fiber Net's (KsFiberNet) existing fiber infrastructure as the primary backhaul solution
- In addition to the tower locations provided by KsFiberNet, other yet to be identified vertical structures may be required to meet coverage requirements
- Geographical Coverage Area: ~5 sq. miles centered on the community of Osawatomie, KS.
- Customer Locations: TBD
- Market Take Rate: 35%
- Throughput Packages (Mbps): 25/4 - 50/10 - 100/20
- Acceptable PTMP Throughput Oversubscription Ratio: 4 to 1

\*\*Coverage, RSSI, Modulation, and Throughput projections are intended for planning purposes only. The information contained in this project is based on known geographic and frequency parameters only and does not account for structures, vegetation or other environmental conditions. Projection assume availability of clear spectrum. Total ERP of the HBSSs conform to FCC approved power levels.



## Coverage and Capacity

- The RADWIN Base Stations use a proprietary beamforming Time Division Duplex (TDD) technology. We have designed the DL/UL ratio of the Base Stations at a 70/30 split, 70% Downlink and 30% Uplink. Uplink modulations are more difficult to acquire and are typically lower than the associated Downlink modulation due to Uplink noise, explaining why the TDD 70/30 split does not match the 90/10 split of the customer throughput packages.



## Master Site List

The basic RF design will utilize two of the City of Osawatomie existing water tower locations. This design has the potential to reach 100% of potential subscribers depending upon ground clutter. Coverage is based upon digital elevation models provided by North American 1983 datum.

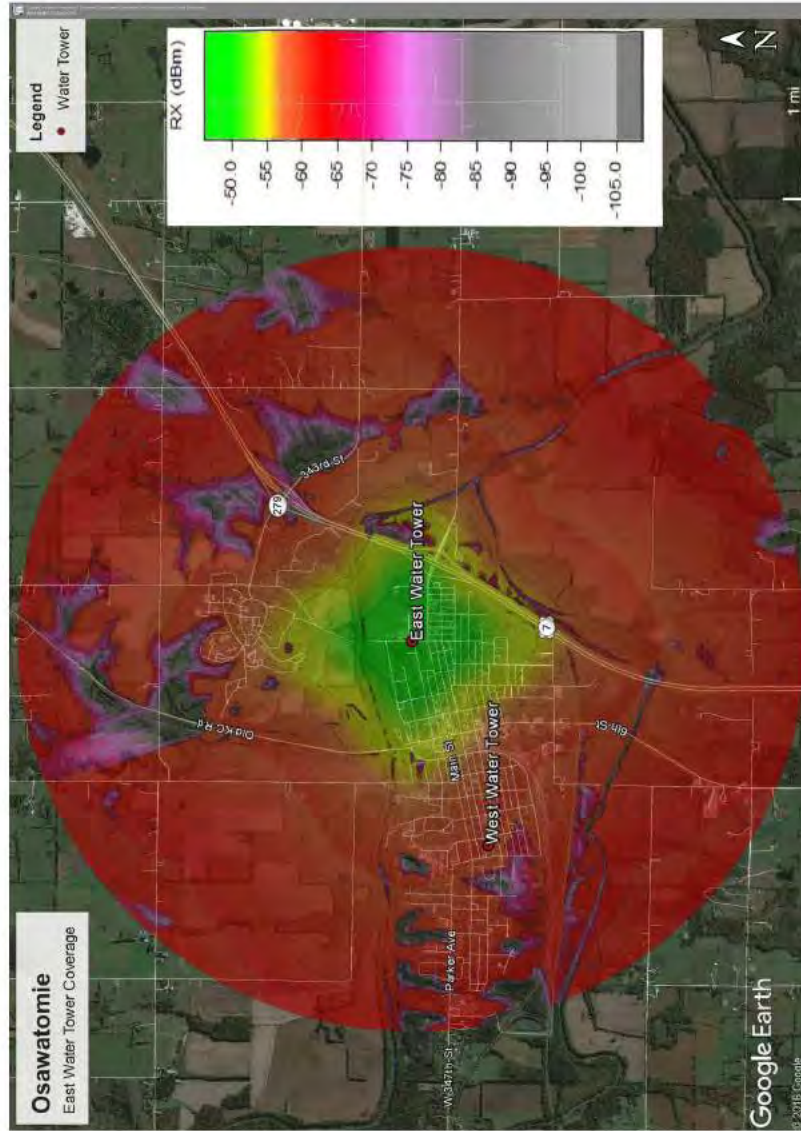
Site ID	Measured Lat (NAD83)	Measured Long (NAD83)	Given Structure Type	RF RAD Center	RF Base Station Manuf.	Spectrum	Number of Base Stations	Capacity Required	Alpha Azimuth & Downtilt	Beta Azimuth & Downtilt	Gamma Azimuth & Downtilt	Delta Azimuth & Downtilt
East Water Tower	38.501490	-94.941850	WT	150	Radwin	5.8 GHz	4		0°/5	90°/5	180°/5	270°/5
West Water Tower	38.495950	-94.960960	WT	100	Radwin	5.1 GHz	4		0°/5	90°/5	180°/5	270°/5





### SITE: East Water Tower

GPS: 38.50149N, 94.94185W/Address: 385 1<sup>st</sup> Street, Osawatomie, KS 66064

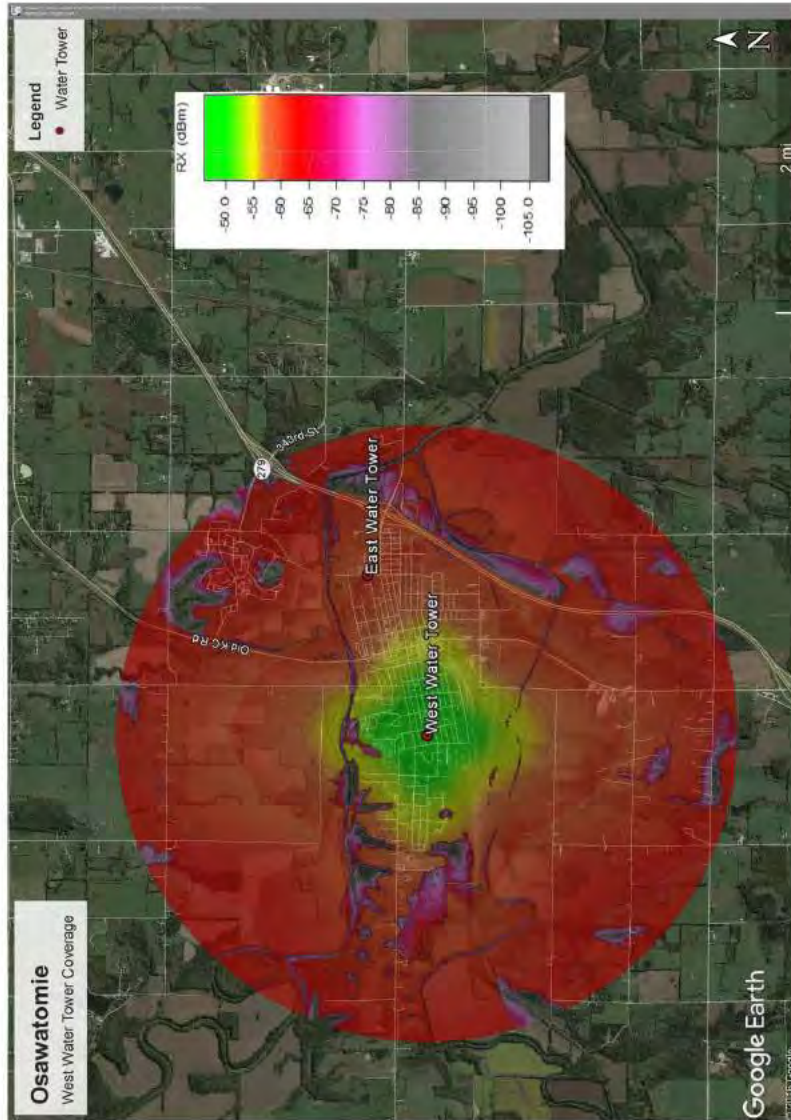


- 5.8GHz**  
**150' ACL**
- Alpha Sector**  
0° azimuth  
5° down-tilt
- Beta Sector**  
90° azimuth  
5° down-tilt
- Gamma Sector**  
180° azimuth  
5° down-tilt
- Delta Sector**  
270° azimuth  
5° down-tilt



### SITE: West Water Tower

GPS: 38.49595N, 94.96096W/Address: 1104 Brown Ave., Osawatomie, KS 66064



**5.8GHz**  
**150' ACL**

**Alpha Sector**  
0° azimuth  
5° down-tilt

**Beta Sector**  
90° azimuth  
5° down-tilt

**Gamma Sector**  
180° azimuth  
5° down-tilt

**Delta Sector**  
270° azimuth  
5° down-tilt

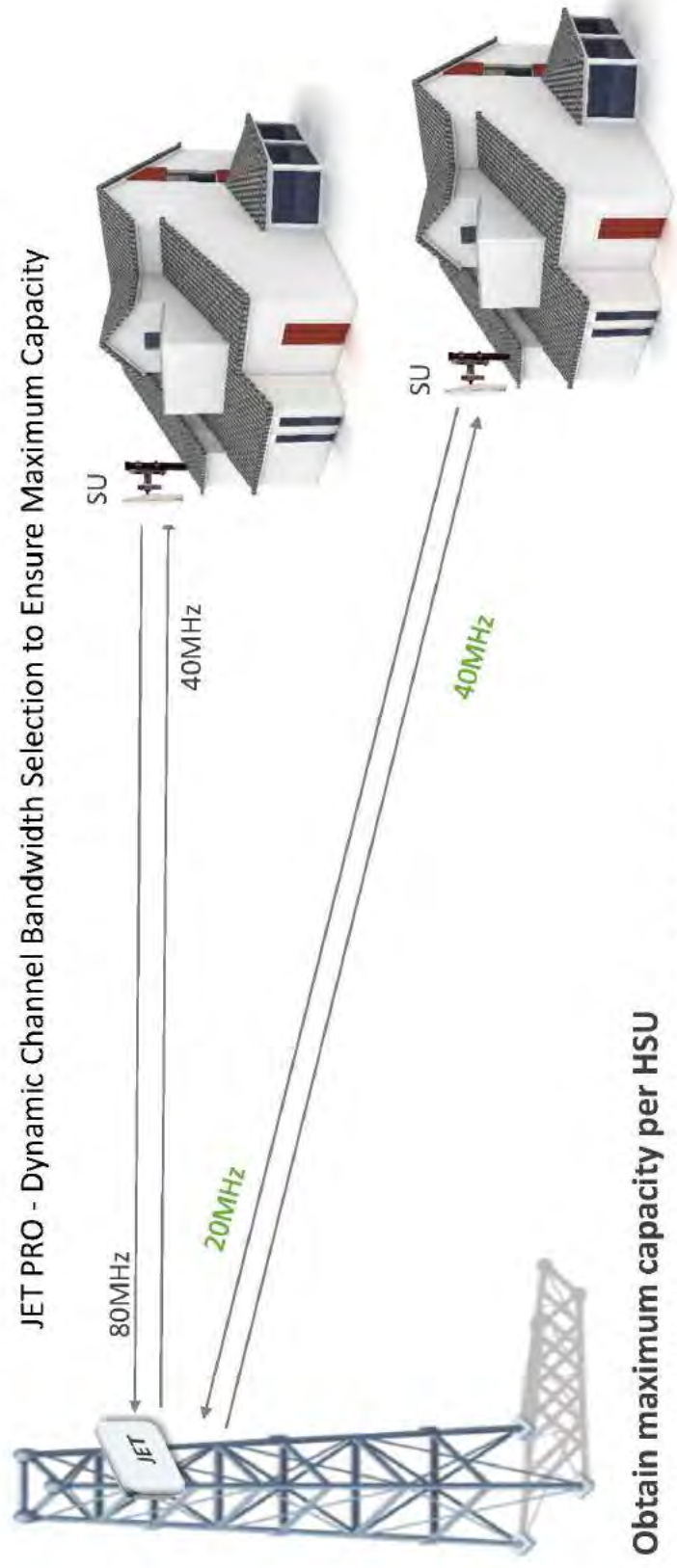


## RF Design Summation

- Two RF sites preferred for geographical coverage with maximum modulation.
- Frequencies to be utilized will be in the non-licensed 5.8 and 5.1 GHz spectrum
- Coverage maps are based upon terrain elevation models
- No clutter data was used in propagation projections
- This basic design allows for additional base stations to be added at each site to increase capacity
- Additional planning and field site surveys are required to finalize the Master Site List
- Additional planning not covered in this scope of work is required for specific frequency assignments



# RADWIN SU & DEPLPOYMENT TOOLS



JET PRO - Dynamic Channel Bandwidth Selection to Ensure Maximum Capacity

**Obtain maximum capacity per HSU**  
Assure link availability, per HSU, per traffic direction

## Proposed Base Station Equipment

### **RADWIN Jet Pro product line**

RADWIN JET PTMP Base Stations incorporate a smart beamforming antenna and advanced air interface. JET's beamforming cancels radio interference and enables operation in heavily congested unlicensed bands and non-line-of-sight (NLOS) conditions.

#### Jet Pro (5.x GHz)

- ✓ Capacity – Up to: 750 Mbps (750 Mbps requires a 80 MHz channel)
- ✓ Service Type/SU: CIR or Best Effort
- ✓ Channel BW: 10 MHz, Dynamic 20 to 80 MHz
- ✓ Cell Spectrum Efficiency: 9 bps/Hz

#### Jet Pro (3.5 GHz)

- ✓ Capacity – Up to: 250 Mbps
- ✓ Service Type/SU: CIR or Best Effort
- ✓ Channel BW: 5, 7, 14, 20, 40 MHz
- ✓ Cell Spectrum Efficiency: 12 bps/Hz





### t3 Installation Examples





# Cost Estimates for Proposed Wireless Infrastructure



## Bill of Material

220 West Main Street.  
Council Grove, KS 66846  
Office (620) 767-7193  
info@t3wireless.net  
www.t3wireless.net

BOM #1732  
Date of BOM: 4-17-2017  
Quote BOM: 12-29-2017  
BOM By: John French  
Email Address: jfrench@t3wireless.net  
\*\*\*CONFIDENTIAL\*\*\*

Quote Reference	
Osawatomie , KS project 17 - Radwin 5.8 GHz build	
QUOTE TO	SHIP TO
Kansas Fiber Network 8201 E. 34th Street Wichita, Kansas 67226-1409	Kansas Fiber Network 8201 E. 34th Street Circle N, Suite 1500 Wichita, Kansas 6226-1409



### QUOTED PRODUCTS

Quantity	Part #	Product
<b>Line Items (6 Line items)</b>		
8	RW-5BG5-0650	<u>RW5000/HBS-Pro/5BG5/F58/FCC/JET/INT</u> <u>RADWIN 5000 JET-PRO HPMP HBS 5BG5 Series Base Station Radio with 20 dBi Integrated antenna, supporting 5GHz 256QAM up to 750Mbps net aggregate throughput, factory default 5.8GHz FCC/IC</u>
8	RW-9921-1012	<u>Gigabit AC PoE injector, US</u>
404	RW-9924-0106	<u>Outdoor/LPU/GBE</u>
1000	Cat 5es	<u>Outdoor Cat 5e 4pr. Shielded</u>
200	RW-5525-0H50	<u>RW5000/HSU/5525/F58/FCC/SFF/INT/23</u>
200	RW-5510-0A50	<u>RW5000/HSU/5510/F58/FCC/INT</u>
<b>Total Costs Equipment and Installation</b>		<b>\$338,242.00</b>

Individual location wireless equipment cost would be approximately \$300 for 25MB throughput to \$600 for 100MB throughput.

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 28, 2017

**AGENDA ITEM:** 2018 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 2018. This is consistent with how we acted on the budget for the prior year. The primary reasons were unexpected expenses in the General Fund for 2017, low sales for all utilities in for the last few years. I am not yet confident of year-end projections and based on current information, all of the major fund balances are only slightly over the projected ending balances for 2017. I would feel better with a larger margin.

Based on the minimum savings I would expect for this year and the projections for 2017, I have attached the sheet with recommended salary increase options for 2018, but modified slightly for tonight's discussion.

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

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends approval of a \$500 bonus for 2018. Staff also recommends we hold off on other increases until after an in-house salary study is completed in the first couple months of 2018. That will also give us more time to properly review year-end financial statements.



**2018 Pay Increase Scenarios**  
*No Increases in Approved Budget*

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>	<b>Option 5</b>	<b>Option 6</b>
<b>Current</b>	<b>.50 Rate Inc</b>	<b>\$500 Bonus</b>	<b>3.0% COLA</b>	<b>1.00% COLA, &amp; \$.25 Rate Inc</b>	<b>1.00% COLA &amp; \$500 Bonus</b>	<b>Option 6 .75% COLA, \$.20 Rate Inc &amp; 350 Bonus</b>
Salaries	2,724,727	2,792,827	2,800,422	2,784,035	2,778,509	2,790,870
Benefits	871,576	884,288	886,116	882,786	881,938	884,156
Total	3,596,303	3,677,116	3,686,538	3,666,820	3,660,448	3,675,027
<b>2018 Increase</b>	<b>80,813</b>	<b>34,034</b>	<b>90,235</b>	<b>70,517</b>	<b>64,145</b>	<b>78,724</b>
<i>Salaries Only</i>	2.5%	1.0%	2.8%	2.2%	2.0%	2.4%
<i>w/ Benefits</i>	2.2%	0.9%	2.5%	2.0%	1.8%	2.2%
<b>2019 Increase</b>	<b>80,813</b>	-	<b>90,235</b>	<b>70,517</b>	<b>44,436</b>	<b>52,452</b>

	<b>Emp Ben</b>	<b>Water</b>	<b>Electric</b>	<b>Sewer</b>	<b>Golf</b>	<b>TOTAL</b>
<b>Option 1</b>	9,380	7,061	9,132	3,938	4,888	<b>80,813</b>
<b>Option 2</b>	4,068	3,027	3,768	1,795	2,225	<b>34,034</b>
<b>Option 3</b>	10,201	7,814	13,569	4,824	3,985	<b>90,235</b>
<b>Option 4</b>	8,087	6,151	9,119	3,593	3,769	<b>70,517</b>
<b>Option 5</b>	7,465	5,648	8,322	3,420	3,550	<b>64,145</b>
<b>Option 6</b>	9,150	6,897	9,708	4,033	4,518	<b>78,724</b>