

OSAWATOMIE CITY COUNCIL  
AGENDA  
January 14, 2015  
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation –
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
  - A. January 14 Agenda
  - B. Minutes from December 10 and December 17
  - C. Appropriations Ordinance 2015-12
  - D. Waterline Project – Application for Payment #2 and #3
6. Comments from the Public
  - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentation
8. Public Hearings
9. Unfinished Business
  - A. Ordinance – Special Use Vehicles
  - B. Extended Caterpillar Warranty & Service Agreement for Generators
  - C. Rural Fire Contract
10. New Business
  - A. Utility Loss Audit Proposal
  - B. Resolution – 2016 Fee Resolution
11. Council Reports
12. Mayor's Report
13. City Manager's Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

*REGULAR MEETING – January 14, 2016*  
*REGULAR MEETING – January 28, 2016*

Osawatomie, Kansas. **December 10, 2015.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Hampson, and Maichel. Council member Wright and Walmann was absent. Also present was City Attorney Dick Wetzler, City Manager Don Cawby and City Clerk Tammy Seamands. Members of the public were: Jesse Crigger, Tim Lewallen, Brandon Badders, Clint Graham and Sally Brewer.

**INVOCATION.** Tim Lewallen with Victory Baptist Church

**CONSENT AGENDA.** Approval of December 10<sup>th</sup> agenda, Approval of November 12<sup>th</sup>, November 19<sup>th</sup> and December 1<sup>st</sup> Minutes. **Motion** made by Hunter, seconded by Maichel to approve the Consent Agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

Tim Lewallen, Victory Baptist Church, spoke regarding the church. The church takes every opportunity to serve and meet the variety of needs in the community. They hold several different events to meet those needs. The most current one will be the following Sunday which will be a musical celebration for the holiday season.

Clint Graham, 101 Brown Ave, questioned that the ordinance for special use vehicles was the same ordinance as proposed before. City Manager Cawby explained yes it was the same ordinance with no changes, just brought it back to the council.

**PRESENTATIONS.** None

**PUBLIC HEARINGS.** None

**UNFINISHED BUSINESS.**

**PAYMENT OF REMAINDER OF HIGH PLAINS POWER CONTRACT – GENERATOR PURCHASE.** City Manager, Don Cawby, explained we needed the approval of payment before the closing of bonds on Monday to meet contract requirements. **Motion** made by Hampson, seconded by Hunter to approve the Payment of Remainder of High Plains Power Contract – Generator Purchase. Yeas: All.

**JEO ENGINEERING CONTRACT FOR GENERATION PROJECT.** David Peterson, with JEO Consulting Group, presented results to the council of the overall study of the distribution system tied to the substations to move forward with the project. **Motion** made by LaDuex, seconded by Hunter to approve the JEO Engineering Contract for Generation Project. Yeas: All.

**ORDINANCE – SPECIAL USE VEHICLE ORDINANCE.** City Manager, Don Cawby, explained the ordinance had been tabled from a meeting back in September after Clint Graham, a member of the public, asked if this was the same ordinance that was proposed a couple months back. **Motion** made by Maichel, seconded by Hampson to approve the Special Use Vehicle

Ordinance with the modification to 14.605 not to allow ATV's , but allow ROV's and to allow this as a trial basis from March 1<sup>st</sup>, 2016 to September 1<sup>st</sup>, 2016. Yeas: 3. Nays: 3. Mayor casting a tie vote of Nay. **Motion** failed.

## **NEW BUSINESS.**

APPOINTMENT TO MIAMI COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD. **Motion** made by LaDuex, seconded by Maichel to appoint Mayor Govea to the Miami County Economic Development Advisory Board. Yeas. All.

RESOLUTION – MUNICIPAL INVESTMENT POOL AUTHORIZATION. City Manager Cawby explained the investment pool was created by the state to allow cities to place funds in an account other than local banks. City Manager Cawby noted that the resolution needed to be updated so that we could run the electric bond money through it until the City could coordinate placement of the final funds. **Motion** made by Hunter, seconded by Dickinson to approve the Resolution – Municipal Investment Pool. Yeas. All.

PURCHASE OF PIPELINE VIDEO INSPECTION SYSTEM. Blake Madden, Utilities Director for the City, explained that the Corps of Engineers requires inspections that can be done visually or by camera video. He is proposing that we purchase a video system as visually inspecting our lines is not an option due to the size of the lines. The video system can also be used for our sanitary and storm sewer pipelines. **Motion** made by Hunter, seconded by LaDuex to approve the Purchase of Pipeline Video Inspection System. Yeas. All.

## **CHARTER ORDINANCE – ELECTIONS.**

### **CHARTER ORDINANCE – FILLING GOVERNING BODY VACANCIES.**

City Manager Cawby proposed Charter Ordinance 17 to change the term of councilmembers from 2 to 4 years, keeping the mayor's term at 2 years and to move the city elections to odd-years in November. **Motion** made by LaDuex, seconded by Hunter to approve Charter Ordinance #17 – Elections and Filling Governing Body Vacancies. Yeas. All.

## **COUNCIL REPORTS.**

Farley mentioned he had been out to look at the shelter house at the lake and it looks good. Asked if the timeline for the water line project is where we need to be. Blake Madden commented that they have slowed down due to rain and running into a few problems they did not anticipate.

LaDuex did not have a report, but did ask Blake Madden what type of work was going on at 6<sup>th</sup> & Lincoln Ave. He explained there was a drainage problem in that area and were working to fix that.

Hunter did not have a report, but did ask Blake Madden a question regarding 4<sup>th</sup> & Main Street as it looked as if Nowak forgot to fill in a hole.

**MAYOR'S REPORT.**

Reminder of the city employee breakfast on the 18<sup>th</sup>. Handed out evaluation for City Manager Cawby and asked to have them back by next council meeting.

**CITY MANAGER'S REPORT.**

Wanted to prepare the council that next meeting will be a rather large one as well.

**EXECUTIVE SESSION.** None

**OTHER DISCUSSION/MOTIONS.**

**Motion** made by Hunter, seconded by Hampson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:22 p.m.

*/s/ Ashley Kobe*  
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **December 17, 2015.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:31 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Maichel, Walmann and Wright. Council member Hampson was absent. Also present was City Attorney Dick Wetzler, City Manager Don Cawby and Clerk Tammy Seamands. Members of the public were: Deb Edwards, Brad Burger, Scott Shreve, Wes Duncan and Jennifer McDaniel.

**INVOCATION.** Wayne Ova with Faith Baptist Church.

**CONSENT AGENDA.** Approval of December 17<sup>th</sup> agenda, Appropriations Ordinance 2015-11 and 2016 Cereal Malt Beverage Permits. **Motion** made by LaDuex, seconded by Hunter approve the Consent Agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

Wayne Ova, Faith Baptist Church, shared information about a new ministry they started mid-November to deal with loss of loved ones. It is called Grief Share and is on Mondays at 6:30 p.m. at the church.

**PRESENTATIONS.**

KANSAS FIBER NET – DEBBIE EDWARDS, BUSINESS DEVELOPMENT EXECUTIVE. Deb Edwards and Brad Burger presented an overview of Kansas Fiber Net to the Council. This included choices of service they provide, mapping of how the lines would come into town and that all customer support would be located in Kansas. At this time council voted on 10. New Business (A.) Ordinance – Franchise Agreement with Kansas Fiber Network. **Motion** made by Laduex, seconded by Farley to approve the Ordinance – Franchise Agreement with Kansas Fiber Network. Yeas: All.

**PUBLIC HEARINGS.**

2015 PROPOSED BUDGET AMENDMENTS. Public hearing was open at 7:06 p.m. for proposed budget amendments for 2015. Mayor Govea asked three times for comments from the public, there were no comments. Public hearing was closed at 7:07 p.m.

**UNFINISHED BUSINESS.**

2015 BUDGET AMENDMENTS. City Manager broke down each fund and the reason for the budget amendment. General fund was due to the facilities operations being moved from special parks and recreation to the general fund. Employee benefit fund expenses were not budgeted correctly due to an employee retiring and having a large payout that pushed the budget up. Refuse fund was both from shifting of funds in 2015 as well as rate increases by the refuse contractor. Recreation and recreation employee benefit funds are unused funds that are still receiving delinquent revenues that exceeded the estimates for both funds. Public safety equipment fund needs a limit increase to cover equipment through a 100% grant. Sewer fund for three reasons; an optimization study at the sewer plant, a new camera system and a budget error.

Golf course fund due to payout of employee leave and many operation changes during the transition of Maxim Golf Solutions taking over the management. **Motion** made by LaDuex, seconded by Hunter to approve the 2015 Budget Amendments as presented. Yeas: All.

**ENERGY COST ADJUSTMENT.  
ORDINANCE – ELECTRIC UTILITY.**

City Manager Cawby went over the possible changes to the calculation of the ECA to consider. One, to eliminate the 3 month rolling average. Second, to change the base rate for the calculation from 5.0 to 4.0 cents. If this adjustment is made and the ordinance passed then the fee resolution should be passed with these changes. The ECA is being changed to compensate for the Nearman contract going away and the City shifting the money to bond payments. **Motion** made by LaDuex, seconded by Hunter to pass the Energy Cost Adjustment and Ordinance – Electric Utility. Yeas: All.

**EXTENDED CATERPILLAR WARRANTY FOR GENERATORS.** City Manager Cawby recommended to the council to authorize the purchase of a 36 month warranty from CAT not to exceed \$60,000. He went over the pricing options from CAT, but believes that the 36 month option was the best option for us. Pricing will go up for 2016, but they have locked us into the 2015 prices for the first couple weeks of 2016. **Motion** made by Maichel, seconded by LaDuex to approve the Extended Caterpillar Warranty for Generators. Yeas: All.

**NEW BUSINESS.**

**ORDINANCE – FRANCHISE AGREEMENT WITH KANSAS FIBER NETWORK.** This was approved during presentations earlier in the meeting. **Motion** made by Laduex, seconded by Farley to approve the Ordinance – Franchise Agreement with Kansas Fiber Network. Yeas. All.

**RESOLUTION – 2016 FEE RESOLUTION.** City Manager Cawby went over presented changes and existing practices in the fee table. Auditorium rental fee of \$10 per hour is currently being charged, but not in the fee table. Old stone church deposit needs to increase to \$100 to be the same as the other buildings that are rented. Take off the fee for clubhouse rental. Increase the municipal court fee to \$60.00 as court costs continue to rise. Change the wording for plan review fees for buildings to what we currently practice, which is charge actual costs for third party review. Animal tags to have a date change of any time after November 1<sup>st</sup>, you will have a tag for the remaining of the year as well as the following year. As per agreement with the school, change the electric rates for the school district to cover increased cost from recreation and the new pool. ECA as previously discussed in the meeting. Increase refuse service charge from \$0.50 to \$0.65 per month. Lastly, the water for annual top water rate increase of \$0.02 per 100 gallons. **Motion** made by Hunter, seconded by LaDuex to pass the 2016 Fee Resolution. Yeas: All.

**2016 EMPLOYEE SALARY INCREASES.** City Manager Cawby, explained that there were no funds originally set aside for employee increases for 2016. With an expected increase in revenue of approximately \$60,000 in the general fund as well as employees stepping up with

extra/increased job duties, he is presenting an increase. The increase is for a one-time bonus as well as an across the board increase for all employees. **Motion** made by Hunter, seconded by LaDuex to approve the 2016 Employee Salary Increases, Option 5, which includes a \$650 bonus and a \$.20 per hour increase. Yeas: All.

**COUNCIL REPORTS.**

Farley was a little concerned today when he was called asking where his sewer line was located before they dug (Nowak). He was wondering why they didn't know, although it was just a confirmation of the information they had.

**MAYOR'S REPORT.** Reminder that the city manager evaluations were due today, if not, please turn them in. Employee breakfast will be tomorrow morning if anyone can be there at 7 to help set up.

**CITY MANAGER'S REPORT.** Updated the council on projects and a 2015 year-end review. Reminder of the employee breakfast tomorrow, city offices closed for the holidays Christmas Eve, Christmas and New Years Day.

**EXECUTIVE SESSION.** None

**OTHER DISCUSSION/MOTIONS.**

**Motion** made by Hunter, seconded by Maichel to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:17 p.m.

/s/ Ashley Kobe  
Ashley Kobe, Deputy City Clerk

# Record of Ordinances

ORDINANCE NO. 2015-12

DATE WARRANTS ISSUED:  
December 31, 2015

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
KMEA	GRDA Electricity	1690	56,126.27
First Option Bank	Street Sweeer Loan Payment	1691	12,740.00
City of Osawatomie	Petty Cash Reimbursement	1692	3,947.08
Superior Masonry and Restoration	Masonry Cleaning and Repairs	46790	5,500.00
CenturyLink	Services	46791	732.55
CenturyLink	Long Distance	46792	59.27
Walmart	DVD's Chicken, Salad, Buns	46793	914.73
KMEA	SPA Electricity	1693	3,463.19
KMEA	Nearman Electricity	1694	19,255.67
KMEA	WAPA Electricity	1695	8,681.18
5 Star Pump and Control	Replace Bearings and O Ring	46794	1,767.63
Ace Pest Control	Pest Control	46795	475.00
Altec Industries, Inc.	Jacket Stripper	46796	387.77
Applied Maintenance Supplies	Safety Glasses	46797	42.63
AT&T	RTU'S	46798	222.67
Baker & Taylor	Books	46799	132.82
Bradley A/C & Heating	Replaced Contractor, Control Board	46800	861.68
Brenntag Mid-South, Inc.	Sodium Hypochlorite	46801	3,282.86
Brewer's Automotive Repair	Batteries	46802	251.90
C&G Merchants Supply, Inc.	Toilet Tissue	46803	52.02
Carter Waters	Asphalt	46804	165.00
CenturyLink	RTU'S	46805	361.56
City of Osawatomie	Utilities	46806	11,948.19
Coleman Equipment, Inc.	Teeth, Hinge	46807	151.67
Computers & More, LLC	Filter Mailboxes, Migrate Mail	46808	314.80
Correct Care Solutions	Inmate Healthcare Repricing	46809	54.00
Cross-Midwest Tire Co.	Tires	46810	230.00
Delta Dental	Dental Insurance	46811	3,255.48
Design Mechanical Inc.	Replaced Safety Relief Valve	46812	332.50
Dish Network	Services	46813	98.99
EMG, Inc.	Energy Consulting	46814	3,866.25
Family Center	Adapter, Clevis, Lynch Pin, Coupler	46815	836.86
Richard Fisher, Jr	Attorney Fees	46816	625.00
GK Smith and Sons, Inc.	Hung Ceiling Heaters	46817	499.31
Hawkins	Aqua Hawk	46818	606.99
HD Supply	Bucket, PVC Pipe	46819	668.10
Holliday Sand & Gravel	Brick Sand	46820	307.81
Home Depot	Wedge Anchor, Bulbs, Strap, Cap	46821	1,178.77
IBT	Decanter Motor	46822	349.77
JEO Consulting Group	Consulting Services	46823	6,887.50

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DATE WARRANTS ISSUED:  
December 31, 2015

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
John Deere Financial	Plug	46824	16.90
K&K Systems, Inc.	Amber Solar Flashing Beacon	46825	2,799.94
Kansas City Wilbert	Grave Opening	46826	520.00
Kansas Dept. of Health & Environment	Environmental Field Lab Accreditation	46827	200.00
Kansas One Call	Locates	46828	24.00
KC Bobcat	Fuel Filter	46829	103.98
Kincaid Ready Mix	Concrete	46830	1,108.13
Knapheide Truck Equipment Center	Blade Guide	46831	97.82
Kriz Davis Co.	Clamps, Wire, Sleeves, Fuse	46832	5,374.27
L&K Services	Refuse, Sludge Haul Off	46833	33,987.96
Logan Contractors Supply, Inc.	Placer, Shovel	46834	357.89
Louisburg Ford Sales, Inc.	Coil	46835	54.16
Lybarger Oil	Fuel	46836	3,808.30
McConnell Machinery Co.	Cover	46837	33.13
Miami County Medical Center	Medical Care for Prisoner	46838	1,175.42
Miami County Treasurer	Property Taxes	46839	1,336.87
Miami Lumber	Concrete Mix, Lumber, Stake, Plywood	46840	409.54
Mid-States Energy Works, Inc.	Breaker	46841	15,200.00
Midway Ford	Step Assembly	46842	275.27
National Sign Company, Inc.	Signs, Sign Posts	46843	885.00
NEKLS	Laptop	46844	805.97
NPG Newspapers	Retirement Ads, Word from the Bird	46845	404.00
O'Donnell & Sons Construction	Asphalt	46846	683.36
Oil Patch Pump & Supply, Inc.	Plug	46847	3.70
Olathe Winwater Works	Valve Box, Coupling	46848	479.20
Osawatomie Pet Clinic	Examination	46849	77.76
Paola Do It Best Hardware	Roller Covers, Belt, Plastic Pull	46850	383.89
Pitney Bowes, Inc.	Ink Cartridge	46851	122.38
Postmaster	PO Box Rental	46852	194.00
Process Equipment & Controls, Inc.	Electric Actuator	46853	1,120.84
Protective Equipment	Rubber Gloves Tested	46854	87.39
Quill	Scotch Tape, Batteries, Plastic Tags	46855	134.88
R&J Trucking	Sand Hauling	46856	252.30
R&R Products, Inc.	Clamp, Bracket, Lid, Ball Washer	46857	935.65
Ricoh	Copies	46858	18.15
Ron's Small Engine, Inc.	Carb Kit	46859	68.82
Royal Metal Industries, Inc.	Plate, Angle Iron	46860	611.00
Rural Water District	Services	46861	543.36
Scott A Michie Planning Services	Consulting Services	46862	38.50
Site Landscape Supply	Ice Melt	46863	605.64
Sprayer Specialties, Inc.	Pumps	46864	938.74
Suddenlink	Internet	46865	484.75
Superior Vision	Vision Insurance	46866	641.48
Synergy	Boiler Water Treatment	46867	470.00
T Mobile	Services	46868	44.73

## Record of Ordinances

DATE WARRANTS ISSUED:  
December 31, 2015

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Elizabeth Trigg	Water, Tablecloth, Donation	46869	127.46
University of Kansas	Nasro Basic School Resource Officer	46870	225.00
UPS Store	Postage	46871	9.17
USA Blue Book	Chlorine Reagent, Hach Ammonia	46872	1,235.42
Viking Industrial Supply	Paper Products	46873	281.61
Visa	Baskets	46874	32.70
Visa	Pens, Sealant, Gift Card	46875	85.52
Visa	Service - Dish Network	46876	98.99
Visa	Lodging, Postage, Retirement Gifts	46877	800.86
Visa	Laptop, Books, Green Screen	46878	1,786.99
Visa	Gravel	46879	10,194.31
Zep Sales & Service	Zep DZ-7	46880	95.90
We-B Smokin, Inc.	Employee Christmas Breakfast	46881	1,032.50
Alamar Uniforms	Clip on Badge Holder	46882	17.98
Bonner Springs Library	Lost Book	46883	10.00
Bowes Automotive Products	Quick Disconnect, Flashlight	46884	35.80
Correct Care Solutions, LLC	Inmate Healthcare Repricing	46885	72.00
Country Vintage Inn	Lodging	46886	56.00
Diversified Supply	Rebar	46887	139.10
Donna & Viola's Shirts	Patches	46888	22.00
Fort Scott Community College	Environmental Water Classes	46889	1,511.00
Gallagher Benefit Services, Inc.	Administration Fee	46890	433.00
Kansas Municipal Utilities	Lineman Apprentice Program	46891	500.00
Kansas State Attorney General	Bond Review	46892	120.00
Kansas State Treasurer	Registrar and Transfer Agent Fee	46893	7,948.75
Martin Pringle	Municipal Matters, City Prosecutor	46894	4,773.30
Miami County Medical Center	Medical Care for Prisoner	46895	611.80
Moon's IGA	Chili, Candy, Chips, Batteries	46896	529.89
NEKLS	Patron Cards With Key Cards	46897	80.00
New Century Dodge	Radiator	46898	149.60
Olathe Medical Center	Medical Care for Prisoner	46899	3,514.25
Ray's Power Sports	Choke, Filters	46900	31.62
Ricoh	Copier Lease	46901	280.78
Ricoh	Copier Lease	46902	96.87
Ricoh	Copier Lease	46903	183.90
Scholastic	Mooseltoe, Hello Kitty Picture Clue	46904	12.50
Star Printing	Envelopes	46905	410.00
T.A.C. Garage Doors	Service Call	46906	85.00
Debbie Talley	Memorial Hall Janitorial	46907	375.00
Total Electric Contractors, Inc.	Traffic Signal Repair	46908	376.50
Tri-County Ice Co., Inc.	Car Wash Tokens	46909	200.00
USD 367 Sport & Fitness Zone	Membership Dues	46910	38.50
Wex Bank	Fuel	46911	941.48
Winterscheid Auto Parts	A/C Compressor, Filters, Lock Pins	46912	1,534.89
KMEA	EMP Electricity	1696	35,279.96





## Contractor's Application for Payment No. 2

	Application Period: Through 11/20/2015	Application Date: 11/24/2015
To (Owner): City of Osawatomie, KS	From (Contractor): Nowak Construction Co., Inc.	Via (Engineer): BG Consultants, Inc.
Project: 2014 Main Street Waterline Improvements	Contract: 2014 Main Street Waterline Improvements	
Owner's Contract No.: N/A	Contractor's Project No.: 151020	Engineer's Project No.: 14-1101L

Application For Payment  
Change Order Summary

Number	Additions	Deductions	
Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....
			\$ 792,898.75
			2. Net change by Change Orders.....
			\$
			3. Current Contract Price (Line 1 ± 2).....
			\$ 792,898.75
			4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....
			\$ 545,142.72
			5. RETAINAGE:
			a. 5% X \$545,142.72 Total Completed and Stored
			\$ 27,257.14
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....
			\$ 517,885.58
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....
			\$ 327,047.36
			8. AMOUNT DUE THIS APPLICATION.....
			\$ 190,838.22
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....
			\$ 275,013.17

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: David Sher Date: 11/24/2015

Payment of: \$ 190,838.22  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Bret Wilson 12/4/15  
(Engineer) (Date)

Payment of: \$ 190,838.22  
(Line 8 or other - attach explanation of the other amount)

is approved by: Bill Math 12/28/15  
(Owner) (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding Agency (if applicable)

Progress Estimate

Contractor's Application

For (contract): 2014 Main Street Waterline Improvements											Application Number: 2			
Application Period: Through 11/20/2015											Application Date: 11/24/2015			
A	B	C	D	E	F	G	H	I	J	K				
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish	
1	Mobilization	1	LS	\$ 23,800.00	\$ 23,800.00	1	\$ 23,800.00				\$23,800.00	100.0%		
2	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	0.5	\$ 1,500.00	0.5	\$1,500.00		\$3,000.00	100.0%		
3	Contractor Construction Staking	1	LS	\$ 2,800.00	\$ 2,800.00		\$ -	1	\$2,800.00		\$2,800.00	100.0%		
4	Traffic Control	1	LS	\$ 10,100.00	\$ 10,100.00	0.5	\$ 5,050.00				\$5,050.00	50.0%	\$5,050.00	
5	Seeding	1	LS	\$ 12,100.00	\$ 12,100.00		\$ -	0.5	\$6,050.00		\$6,050.00	50.0%	\$6,050.00	
6	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -						\$3,000.00	
7	10" PVC Waterline (C900)(HDD)	1969	LF	\$ 89.00	\$ 175,241.00		\$ -	720	\$64,080.00	\$23,812.13	\$87,892.13	50.2%	\$87,348.87	
8	8" PVC Waterline (C900)(HDD)	3458	LF	\$ 76.00	\$ 262,808.00	2154	\$ 163,704.00	1153	\$87,628.00	\$1,824.02	\$253,156.02	96.3%	\$9,651.98	
9	6" DIP Waterline (In Place)	23	LF	\$ 95.00	\$ 2,185.00		\$ -						\$2,185.00	
10	10" M.J. Gate Valve	6	EA	\$ 2,450.00	\$ 14,700.00		\$ -			\$8,832.00	\$8,832.00	60.1%	\$5,868.00	
11	8" M.J. Gate Valve	11	EA	\$ 1,600.00	\$ 17,600.00	7	\$ 11,200.00				\$11,200.00	63.6%	\$6,400.00	
12	10" Tapping Valve	3	EA	\$ 4,000.00	\$ 12,000.00	1	\$ 4,000.00	2	\$8,000.00		\$12,000.00	100.0%		
13	8" Tapping Valve	4	EA	\$ 2,700.00	\$ 10,800.00	2	\$ 5,400.00				\$5,400.00	50.0%	\$5,400.00	
14	4" Tapping Valve	3	EA	\$ 1,800.00	\$ 5,400.00	1	\$ 1,800.00	2	\$3,600.00		\$5,400.00	100.0%		
15	5 1/4" Standard Fire Hydrant Assembly	9	EA	\$ 3,400.00	\$ 30,600.00	3	\$ 10,200.00	2	\$6,800.00	\$9,338.56	\$26,338.56	86.1%	\$4,261.44	
16	Remove Existing Fire Hydrant	8	EA	\$ 200.00	\$ 1,600.00		\$ -						\$1,600.00	
17	Connect to Existing Yard Hydrant	1	EA	\$ 600.00	\$ 600.00		\$ -						\$600.00	
18	Connect to Existing Waterline	10	EA	\$ 1,200.00	\$ 12,000.00		\$ -						\$12,000.00	
19	Disconnect Existing Waterline	9	EA	\$ 500.00	\$ 4,500.00		\$ -						\$4,500.00	
20	3/4" Water Service (Short)	49	EA	\$ 840.00	\$ 41,160.00		\$ -	20	\$16,800.00	\$2,700.19	\$19,500.19	47.4%	\$21,659.81	
21	3/4" Water Service (Long)	73	EA	\$ 1,335.00	\$ 97,455.00		\$ -	32	\$42,720.00	\$4,129.11	\$46,849.11	48.1%	\$50,605.89	
22	New Water Meter Pit	122	EA	\$ 61.00	\$ 7,442.00		\$ -			\$7,320.00	\$7,320.00	98.4%	\$122.00	
23	New Water Meter Setter	122	EA	\$ 111.00	\$ 13,542.00		\$ -			\$11,977.96	\$11,977.96	88.5%	\$1,564.04	
24	New Water Meter Ring/Lid	122	EA	\$ 30.50	\$ 3,721.00		\$ -			\$3,660.00	\$3,660.00	98.4%	\$61.00	
25	Tracer Wire	5427	LF	\$ 0.25	\$ 1,356.75	2154	\$ 538.50	1873	\$468.25		\$1,006.75	74.2%	\$350.00	
26	Remove and Replace Surfacing (Asphalt)	31	SY	\$ 193.00	\$ 5,983.00		\$ -	15	\$2,895.00		\$2,895.00	48.4%	\$3,088.00	
27	Remove and Replace Surfacing (Gravel)	10	SY	\$ 30.00	\$ 300.00		\$ -						\$300.00	
28	Remove and Replace Concrete Sidewalk (4")(AE)	14	SY	\$ 145.00	\$ 2,030.00		\$ -	7	\$1,015.00		\$1,015.00	50.0%	\$1,015.00	
29	Remove and Replace Concrete Sidewalk Ramp	35	SY	\$ 231.00	\$ 8,085.00		\$ -						\$8,085.00	
30	Remove and Replace Curb & Gutter (AE)	20	LF	\$ 85.50	\$ 1,710.00		\$ -						\$1,710.00	
31	Flowable Fill	48	CY	\$ 110.00	\$ 5,280.00		\$ -						\$5,280.00	
Original Contract Price					\$ 792,898.75		\$ 227,192.50	<b>Totals</b>	\$244,356.25	\$73,593.97	\$545,142.72	68.8%	\$247,756.03	

## Contractor's Application for Payment No. 2

	Application Period: Through 11/20/2015	Application Date: 11/24/2015
To (Owner): City of Osawatomie, KS	From (Contractor): Nowak Construction Co., Inc.	Via (Engineer): BG Consultants, Inc.
Project: 2014 Main Street Waterline Improvements	Contract: 2014 Main Street Waterline Improvements	
Owner's Contract No.: N/A	Contractor's Project No.: 151020	Engineer's Project No.: 14-1101L

Application For Payment  
Change Order Summary

Number	Additions	Deductions	
Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....
			\$ 792,898.75
			2. Net change by Change Orders.....
			\$
			3. Current Contract Price (Line 1 ± 2).....
			\$ 792,898.75
			4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....
			\$ 545,142.72
			5. RETAINAGE:
			a. 5% X \$545,142.72 Total Completed and Stored
			\$ 27,257.14
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....
			\$ 517,885.58
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....
			\$ 327,047.36
			8. AMOUNT DUE THIS APPLICATION.....
			\$ 190,838.22
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....
			\$ 275,013.17

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: David Sher Date: 11/24/2015

Payment of: \$ 190,838.22  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Bret Wilson 12/4/15  
(Engineer) (Date)

Payment of: \$ 190,838.22  
(Line 8 or other - attach explanation of the other amount)

is approved by: Bill Math 12/28/15  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): 2014 Main Street Waterline Improvements											Application Number: 2			
Application Period: Through 11/20/2015											Application Date: 11/24/2015			
A	B	C	D	E	F	G	H	I	J	K				
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish	
1	Mobilization	1	LS	\$ 23,800.00	\$ 23,800.00	1	\$ 23,800.00				\$23,800.00	100.0%		
2	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	0.5	\$ 1,500.00	0.5	\$1,500.00		\$3,000.00	100.0%		
3	Contractor Construction Staking	1	LS	\$ 2,800.00	\$ 2,800.00		\$ -	1	\$2,800.00		\$2,800.00	100.0%		
4	Traffic Control	1	LS	\$ 10,100.00	\$ 10,100.00	0.5	\$ 5,050.00				\$5,050.00	50.0%	\$5,050.00	
5	Seeding	1	LS	\$ 12,100.00	\$ 12,100.00		\$ -	0.5	\$6,050.00		\$6,050.00	50.0%	\$6,050.00	
6	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -						\$3,000.00	
7	10" PVC Waterline (C900)(HDD)	1969	LF	\$ 89.00	\$ 175,241.00		\$ -	720	\$64,080.00	\$23,812.13	\$87,892.13	50.2%	\$87,348.87	
8	8" PVC Waterline (C900)(HDD)	3458	LF	\$ 76.00	\$ 262,808.00	2154	\$ 163,704.00	1153	\$87,628.00	\$1,824.02	\$253,156.02	96.3%	\$9,651.98	
9	6" DIP Waterline (In Place)	23	LF	\$ 95.00	\$ 2,185.00		\$ -						\$2,185.00	
10	10" M.J. Gate Valve	6	EA	\$ 2,450.00	\$ 14,700.00		\$ -			\$8,832.00	\$8,832.00	60.1%	\$5,868.00	
11	8" M.J. Gate Valve	11	EA	\$ 1,600.00	\$ 17,600.00	7	\$ 11,200.00				\$11,200.00	63.6%	\$6,400.00	
12	10" Tapping Valve	3	EA	\$ 4,000.00	\$ 12,000.00	1	\$ 4,000.00	2	\$8,000.00		\$12,000.00	100.0%		
13	8" Tapping Valve	4	EA	\$ 2,700.00	\$ 10,800.00	2	\$ 5,400.00				\$5,400.00	50.0%	\$5,400.00	
14	4" Tapping Valve	3	EA	\$ 1,800.00	\$ 5,400.00	1	\$ 1,800.00	2	\$3,600.00		\$5,400.00	100.0%		
15	5 1/4" Standard Fire Hydrant Assembly	9	EA	\$ 3,400.00	\$ 30,600.00	3	\$ 10,200.00	2	\$6,800.00	\$9,338.56	\$26,338.56	86.1%	\$4,261.44	
16	Remove Existing Fire Hydrant	8	EA	\$ 200.00	\$ 1,600.00		\$ -						\$1,600.00	
17	Connect to Existing Yard Hydrant	1	EA	\$ 600.00	\$ 600.00		\$ -						\$600.00	
18	Connect to Existing Waterline	10	EA	\$ 1,200.00	\$ 12,000.00		\$ -						\$12,000.00	
19	Disconnect Existing Waterline	9	EA	\$ 500.00	\$ 4,500.00		\$ -						\$4,500.00	
20	3/4" Water Service (Short)	49	EA	\$ 840.00	\$ 41,160.00		\$ -	20	\$16,800.00	\$2,700.19	\$19,500.19	47.4%	\$21,659.81	
21	3/4" Water Service (Long)	73	EA	\$ 1,335.00	\$ 97,455.00		\$ -	32	\$42,720.00	\$4,129.11	\$46,849.11	48.1%	\$50,605.89	
22	New Water Meter Pit	122	EA	\$ 61.00	\$ 7,442.00		\$ -				\$7,320.00	98.4%	\$122.00	
23	New Water Meter Setter	122	EA	\$ 111.00	\$ 13,542.00		\$ -			\$11,977.96	\$11,977.96	88.5%	\$1,564.04	
24	New Water Meter Ring/Lid	122	EA	\$ 30.50	\$ 3,721.00		\$ -			\$3,660.00	\$3,660.00	98.4%	\$61.00	
25	Tracer Wire	5427	LF	\$ 0.25	\$ 1,356.75	2154	\$ 538.50	1873	\$468.25		\$1,006.75	74.2%	\$350.00	
26	Remove and Replace Surfacing (Asphalt)	31	SY	\$ 193.00	\$ 5,983.00		\$ -	15	\$2,895.00		\$2,895.00	48.4%	\$3,088.00	
27	Remove and Replace Surfacing (Gravel)	10	SY	\$ 30.00	\$ 300.00		\$ -						\$300.00	
28	Remove and Replace Concrete Sidewalk (4")(AE)	14	SY	\$ 145.00	\$ 2,030.00		\$ -	7	\$1,015.00		\$1,015.00	50.0%	\$1,015.00	
29	Remove and Replace Concrete Sidewalk Ramp	35	SY	\$ 231.00	\$ 8,085.00		\$ -						\$8,085.00	
30	Remove and Replace Curb & Gutter (AE)	20	LF	\$ 85.50	\$ 1,710.00		\$ -						\$1,710.00	
31	Flowable Fill	48	CY	\$ 110.00	\$ 5,280.00		\$ -						\$5,280.00	
Original Contract Price					\$ 792,898.75		\$ 227,192.50	Totals	\$244,356.25	\$73,593.97	\$545,142.72	68.8%	\$247,756.03	





Progress Estimate

Contractor's Application

For (contract): 2014 Main Street Waterline Improvements										Application Number: 3			
Application Period: Through 12/30/2015										Application Date: 01/05/2016			
A	B	C	D	E	F	G	H	I	J	K			
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish
1	Mobilization	1	LS	\$ 23,800.00	\$ 23,800.00	1	\$ 23,800.00				\$23,800.00	100.0%	
2	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00				\$3,000.00	100.0%	
3	Contractor Construction Staking	1	LS	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00				\$2,800.00	100.0%	
4	Traffic Control	1	LS	\$ 10,100.00	\$ 10,100.00	0.5	\$ 5,050.00				\$5,050.00	50.0%	\$5,050.00
5	Seeding	1	LS	\$ 12,100.00	\$ 12,100.00	0.5	\$ 6,050.00				\$6,050.00	50.0%	\$6,050.00
6	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -						\$3,000.00
7	10" PVC Waterline (C900)(HDD)	1969	LF	\$ 89.00	\$ 175,241.00	720	\$ 64,080.00	775	\$68,975.00	\$9,039.04	\$142,094.04	81.1%	\$33,146.96
8	8" PVC Waterline (C900)(HDD)	3458	LF	\$ 76.00	\$ 262,808.00	3307	\$ 251,332.00	80	\$6,080.00	\$815.08	\$258,227.08	98.3%	\$4,580.92
9	6" DIP Waterline (In Place)	23	LF	\$ 95.00	\$ 2,185.00		\$ -						\$2,185.00
10	10" M.J. Gate Valve	6	EA	\$ 2,450.00	\$ 14,700.00		\$ -			\$8,832.00	\$8,832.00	60.1%	\$5,868.00
11	8" M.J. Gate Valve	11	EA	\$ 1,600.00	\$ 17,600.00	7	\$ 11,200.00				\$11,200.00	63.6%	\$6,400.00
12	10" Tapping Valve	3	EA	\$ 4,000.00	\$ 12,000.00	3	\$ 12,000.00				\$12,000.00	100.0%	
13	8" Tapping Valve	4	EA	\$ 2,700.00	\$ 10,800.00	2	\$ 5,400.00				\$5,400.00	50.0%	\$5,400.00
14	4" Tapping Valve	3	EA	\$ 1,800.00	\$ 5,400.00	3	\$ 5,400.00				\$5,400.00	100.0%	
15	5 1/4" Standard Fire Hydrant Assembly	9	EA	\$ 3,400.00	\$ 30,600.00	5	\$ 17,000.00	2	\$6,800.00	\$4,669.28	\$28,469.28	93.0%	\$2,130.72
16	Remove Existing Fire Hydrant	8	EA	\$ 200.00	\$ 1,600.00		\$ -						\$1,600.00
17	Connect to Existing Yard Hydrant	1	EA	\$ 600.00	\$ 600.00		\$ -						\$600.00
18	Connect to Existing Waterline	10	EA	\$ 1,200.00	\$ 12,000.00		\$ -						\$12,000.00
19	Disconnect Existing Waterline	9	EA	\$ 500.00	\$ 4,500.00		\$ -						\$4,500.00
20	3/4" Water Service (Short)	49	EA	\$ 840.00	\$ 41,160.00	20	\$ 16,800.00	16	\$13,440.00	\$1,210.43	\$31,450.43	76.4%	\$9,709.57
21	3/4" Water Service (Long)	73	EA	\$ 1,335.00	\$ 97,455.00	32	\$ 42,720.00	4	\$5,340.00	\$3,726.27	\$51,786.27	53.1%	\$45,668.73
22	New Water Meter Pit	122	EA	\$ 61.00	\$ 7,442.00		\$ -	72	\$4,392.00	\$3,000.00	\$7,392.00	99.3%	\$50.00
23	New Water Meter Setter	122	EA	\$ 111.00	\$ 13,542.00		\$ -	72	\$7,992.00	\$4,909.00	\$12,901.00	95.3%	\$641.00
24	New Water Meter Ring/Lid	122	EA	\$ 30.50	\$ 3,721.00		\$ -	72	\$2,196.00	\$1,500.00	\$3,696.00	99.3%	\$25.00
25	Tracer Wire	5427	LF	\$ 0.25	\$ 1,356.75	4027	\$ 1,006.75	855	\$213.75		\$1,220.50	90.0%	\$136.25
26	Remove and Replace Surfacing (Asphalt)	31	SY	\$ 193.00	\$ 5,983.00	15	\$ 2,895.00				\$2,895.00	48.4%	\$3,088.00
27	Remove and Replace Surfacing (Gravel)	10	SY	\$ 30.00	\$ 300.00		\$ -						\$300.00
28	Remove and Replace Concrete Sidewalk (4")(AE)	14	SY	\$ 145.00	\$ 2,030.00	7	\$ 1,015.00				\$1,015.00	50.0%	\$1,015.00
29	Remove and Replace Concrete Sidewalk Ramp	35	SY	\$ 231.00	\$ 8,085.00		\$ -						\$8,085.00
30	Remove and Replace Curb & Gutter (AE)	20	LF	\$ 85.50	\$ 1,710.00		\$ -						\$1,710.00
31	Flowable Fill	48	CY	\$ 110.00	\$ 5,280.00		\$ -						\$5,280.00
<b>Original Contract Price</b>					<b>\$ 792,898.75</b>		<b>\$ 471,548.75</b>	<b>Totals</b>	<b>\$115,428.75</b>	<b>\$37,701.10</b>	<b>\$624,678.60</b>	<b>78.8%</b>	<b>\$168,220.15</b>



# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** January 14, 2016

**AGENDA ITEM:** **Special Purpose Vehicles**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** On December 10, 2015, members of the City Council requested the Special Use Vehicle Ordinance be again placed on the January 14 agenda, to allow them the opportunity to vote up or down a clean copy of their proposed ordinance.

A summary of the major provisions of the ordinance are as follows:

1. **Allowed Special Use Vehicles.** The ordinance would allow golf carts, work site utility vehicles (now defined as UTVs) and micro trucks to be operated in the City with proper equipment and registration. These vehicles can only be operated on city streets with a 30 MPH speed limit or less.
2. **ATVs.** (Straddled 3+ wheeled vehicles) would not be allowed, joining certain motor scooters and “pocket bikes” in that category of prohibition.
3. **Equipment.** I made one change to previous equipment language which clarified that golf carts and ONLY those UTVs which have a maximum speed under 25 MPH are required to have slow moving vehicle emblems.
4. **Operators.** Operators will be required to have an unrestricted driver’s license, follow driving rules
5. **Insurance.** Owners will be required to have the same minimum liability insurance coverage as licensed vehicles in order to receive registration and to operate on City streets.
6. **Registration.** There will be a fee to register and inspect. Proof of insurance must be provided, along with the proper required requirement.
7. **Fees.** A minimum fee of \$25 must be charged to register. Given the unknown costs of tags or the longevity of this ordinance, I will recommend in the Fee Resolution that the actual costs of tags be charged at this time.
8. **Exemptions.** Government vehicles used in the performance of their duties are exempt from this ordinance, except for equipment, insurance and operator requirements. Also, an exemption was

provided for any golf carts or golf cart equipment being driven on streets adjacent to a course when loading and unloading.

Under current ordinances, all special purpose vehicles are not allowed on City streets unless operated by a government entity.

**COUNCIL ACTION NEEDED:** Consider the ordinance as presented.

**STAFF RECOMMENDATION TO COUNCIL:** None.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE OPERATION OF GOLF CARTS, WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND ALL TERRAIN VEHICLES ON THE STREETS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF OSAWATOMIE AND PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; BY AMENDING CHAPTER 14, ARTICLE 6, OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING ALL EXISTING SECTIONS THEREIN; AND CREATING A NEW CHAPTER 12, ARTICLE 10 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE.

WHEREAS, the City of Osawatomie, Kansas has adopted the current version of the “Standard Traffic Ordinance for Kansas Cities” as published by the League of Kansas Municipalities; and

WHEREAS, said Standard Traffic Ordinance prohibits the operation of golf carts, work-site utility vehicles, micro-utility trucks, and all-terrain vehicle on city streets; and

WHEREAS, the City of Osawatomie wishes to specifically allow the operation of golf carts, work-site utility vehicles, and micro-utility trucks on city streets under certain conditions;

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

**Section 1.** Article 6 of Chapter 14 of the Code of the City of Osawatomie is hereby amended to read as follows:

**ARTICLE 6. SPECIAL PURPOSE VEHICLES**

**14-601. Definitions.**

As used in this ordinance, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) “Golf Cart” means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) “Work-Site Utility Vehicle (UTV)” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is

equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.

(c) “Micro-Utility Truck” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) “All-Terrain Vehicle (ATV)” means any motorized non-highway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.

(e) “Pocket bike” means every device having two tandem wheels, or three wheels, which may be propelled by a gasoline engine and on which the headlights are lower than 24 inches from the ground, its tailpipe is lower than 15 inches, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(f) “Motorized scooter” means a vehicle consisting of a footboard between two small end wheels, controlled by an upright steering handle attached to the front wheel, propelled by an electric or gasoline motor, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(g) “Special purpose vehicle” means golf cart, work-site utility vehicle, and micro-utility vehicle, either individually or collectively, but does not include all-terrain vehicle, pocket bike or motorized scooter.

#### **14-602. Operation of Special Purpose Vehicles in City Limits.**

It shall be unlawful for any person to operate, or for the owner thereof knowingly to permit the operation, any special purpose vehicle, upon any street or alley within the City limits of Osawatomie, Kansas or upon any City owned or leased property within or without the City limits of the City of Osawatomie, Kansas, except as provided for in this article.

(a) Special purpose vehicles, may be operated upon the public highways, streets, roads and alleys within the corporate limits under the of the city as provided for in this article, except as follows:

- (1) No special purpose vehicle may be operated upon U.S. Highway-169, Osawatomie Road, Plum Creek Road, Old Kansas City Road, 343<sup>rd</sup> Street, 335<sup>th</sup> Street, or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a special purpose vehicle from crossing any public highway, street, road or alley unless otherwise prohibited by state law.

- (2) No golf cart shall be operated on any public highway, street, road, or alley between sunset and sunrise.
- (3) No work-site utility vehicle or micro-utility truck shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated (K.S.A), and amendments thereto.
- (4) No work-site utility vehicle with a maximum speed of 25 miles per hour or less, or any golf cart, shall be operated on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving emblem on the rear of the vehicle. Such slow moving emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.
- (5) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the K.S.A., and amendments thereto.

(b) In addition to any equipment required by this ordinance, all special purpose vehicles shall be equipped with at least one rear view mirror.

(c) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

**14-603. Operator Requirements; Owner Duties; Insurance; Penalty.**

(a) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(b) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(c) No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(d) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(e) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

**14-604. Registration; Fee; Application; Inspection; Penalty.**

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid registration decal or tag affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle.

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number).

(c) An annual registration fee for a special purpose vehicle shall be established by the annual fee resolution, but shall not be less than twenty-five dollars (\$25.00) and shall be for all or any part of a calendar year, with no prorated fees for a partial year.

(d) Proof of insurance, as required in this article, shall be furnished at the time of application for registration.

(e) The registration decal or tag issued hereunder is not transferrable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full registration fee before the special purpose vehicle may be operated on a public road.

(g) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.

(h) It shall be unlawful for any person to:

(1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city a special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.

- (2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any provision of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

**14-605 All-Terrain Vehicles, Pocket Bikes and Motorized Scooters Prohibited.**

The operation of all-terrain vehicles, pocket bikes, and motorized scooters on the streets, roads, alleys or public property within the corporate limits of the City of Osawatomie is prohibited, unless specifically authorized for a City sponsored event or City permitted special event.

**14-606 Penalty.**

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provisions as the city may then have in effect.

**14-607 Exemptions.**

(a) Special purpose vehicles which are owned, leased or operated by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of this article, except for equipment and lighting restrictions in Section 14-602 and insurance and operator requirements in Section 14-603.

(b) Special purpose vehicles which are owned or leased by golf courses, or golf carts owned by private individuals, when involved in the loading and unloading of golf equipment on streets immediate adjacent to the golf course are exempt from the equipment, registration and insurance provisions of Sections 14-602, 14-603 and 14-604 of this article.

**Section 2.** The Code of the City of Osawatomie is hereby amended to create a new Article 10 in Chapter 12 to read as follows:

**ARTICLE 10. LEVEES AND DAMS**

**12-1001. Unlawful Uses.**

It shall be unlawful for any person to drive any vehicle, permit grazing of livestock, to dig or remove dirt or make any excavation, to plow, furrow, or cause ruts or tracks in or on the ground, to hunt birds or animals or to discharge firearms, to camp, to picnic, to erect signs or billboards, to interfere with or cause destruction to any fence, gate, levee and dike, or to deposit litter of any kind on land acquired by the City for levee and flood protection purposes.

**12-1002. Same; Penalty.**

Any person found guilty of violating the provisions of this article shall be punishable by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).

**Section3. EXISTING ARTICLES AND SECTIONS REPEALED.** Chapter 14, Article 6 in its entirety of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance are hereby repealed.

**Section 4. EFFECTIVE DATE.** This ordinance shall take effect and be in force from April 1, 2016 through September 30, 2016 and after its passage and one publication in the official City newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 14th day of January, 2016.

**APPROVED AND SIGNED** by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Tammy Seamands  
City Clerk

(Summary Published in the Osawatomie Graphic, ~~January 20~~, 2015~~6~~) It

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE OPERATION OF GOLF CARTS, WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND ALL TERRAIN VEHICLES ON THE STREETS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF OSAWATOMIE AND PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; BY AMENDING CHAPTER 14, ARTICLE 6, OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE, AND REPEALING ALL EXISTING SECTIONS THEREIN; AND CREATING A NEW CHAPTER 12, ARTICLE 10 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE.

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WHEREAS, the City of Osawatomie, Kansas has adopted the current version of the “Standard Traffic Ordinance for Kansas Cities” as published by the League of Kansas Municipalities; and

WHEREAS, said Standard Traffic Ordinance prohibits the operation of golf carts, work-site utility vehicles, micro-utility trucks, and all-terrain vehicle on city streets; and

WHEREAS, the City of Osawatomie wishes to specifically allow the operation of golf carts, work-site utility vehicles, and micro-utility trucks ~~and all terrain vehicles~~ on city streets under certain conditions;

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

**Section 1.** Article 6 of Chapter 14 of the Code of the City of Osawatomie is hereby amended to read as follows:

**ARTICLE 6. SPECIAL PURPOSE VEHICLES**

**14-601. Definitions.**

As used in this ordinance, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) “Golf Cart” means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) “Work-Site Utility Vehicle (UTV)” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135

inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.

(c) “Micro-Utility Truck” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) “All-Terrain Vehicle (~~ATV~~)” means any motorized non-highway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.

(e) “Pocket bike” means every device having two tandem wheels, or three wheels, which may be propelled by a gasoline engine and on which the headlights are lower than 24 inches from the ground, its tailpipe is lower than 15 inches, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(f) “Motorized scooter” means a vehicle consisting of a footboard between two small end wheels, controlled by an upright steering handle attached to the front wheel, propelled by an electric or gasoline motor, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.

(g) “Special purpose vehicle” means golf cart, work-site utility vehicle, ~~and micro-utility vehicle~~ ~~and all-terrain vehicle~~, either individually or collectively, but does not include ~~all-terrain vehicle~~, pocket bike or motorized scooter.

#### **14-602. Operation of Special Purpose Vehicles in City Limits.**

It shall be unlawful for any person to operate, or for the owner thereof knowingly to permit the operation, any special purpose vehicle, upon any street or alley within the City limits of Osawatomie, Kansas or upon any City owned or leased property within or without the City limits of the City of Osawatomie, Kansas, except as provided for in this article.

(a) Special purpose vehicles, may be operated upon the public highways, streets, roads and alleys within the corporate limits under the of the city as provided ~~for in this article~~, except as follows:

- (1) No special purpose vehicle may be operated upon U.S. Highway-169, Osawatomie Road, Plum Creek Road, Old Kansas City Road, 343<sup>rd</sup> Street, 335<sup>th</sup> Street, or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a special purpose vehicle from crossing any public highway,

street, road or alley unless otherwise prohibited by state law.

(2) No golf cart shall be operated on any public highway, street, road, or alley between sunset and sunrise.

~~(3) No all terrain vehicle may be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.~~

~~(4)~~(3) No work-site utility vehicle or micro-utility truck shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated (K.S.A), and amendments thereto.

~~(5)~~(4) No ~~golf cart or~~ work-site utility vehicle with a maximum speed of 25 miles per hour or less, or any golf cart, shall be operated on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving emblem on the rear of the vehicle. Such slow moving emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

~~(6)~~(5) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the K.S.A., and amendments thereto.

(b) In addition to any equipment required by this ordinance, all special purpose vehicles shall be equipped with at least one rear view mirror.

(c) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

**14-603. Operator Requirements; Owner Duties; Insurance; Penalty.**

~~(a) Every person under the age of 18 shall be required to wear a helmet if operating or riding an all terrain vehicle.~~

~~(b)~~(a) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

~~(c)~~(b) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

~~(d)~~(c) No person shall operate a special purpose vehicle on any public highway,

street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

~~(e)~~(d) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

~~(f)~~(e) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

**14-604. Registration; Fee; Application; Inspection; Penalty.**

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid registration decal or tag affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle.

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number).

(c) An annual one-time registration fee for a special purpose vehicle shall be established by the annual fee resolution, but shall not be less than twenty-five dollars (\$25.00) and shall be for all or any part of a calendar year, with no prorated fees for a partial year.

(d) Proof of insurance, as required in this article, shall be furnished at the time of application for registration.

(e) The registration decal or tag issued hereunder is not transferrable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full registration fee before the special purpose vehicle may be operated on a public road.

(g) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.

(h) It shall be unlawful for any person to:

(1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city a special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.

(2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered.

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~~(2) A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.~~

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(3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.

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(4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.

(5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.

(6) Any person convicted of a violation of any provision of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

**14-605 All-Terrain Vehicles, Pocket Bikes and Motorized Scooters Prohibited.**

The operation of all-terrain vehicles, pocket bikes, and motorized scooters on the streets, roads, alleys or public property within the corporate limits of the City of Osawatomie is prohibited, unless specifically authorized for a City sponsored event or City permitted special event.

**14-606 Penalty.**

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with ~~Article 20 of~~ the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provisions as the city may then have in effect.

**14-607 Exemptions.**

(a) Special purpose vehicles which are owned, leased or operated by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of this article, except for equipment and lighting restrictions in Section 14-602 and insurance and operator requirements in Section 14-603.

(b) Special purpose vehicles which are owned or leased by golf courses, ~~or golf carts owned by private individuals, when used when involved in the or the purpose of~~ loading and unloading of golf equipment on streets immediate adjacent to the golf course are exempt from the ~~equipment, registration and insurance provisions of restrictions of~~ Sections 14-602, 14-603 and 14-604 of this article, ~~not related to equipment or lighting.~~

Section 2. The Code of the City of Osawatomie is hereby amended to create a new Article 10 in Chapter 12 to read as follows:

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**ARTICLE 10. LEVEES AND DAMS**

**12-1001. Unlawful Uses.**

It shall be unlawful for any person to drive any vehicle, permit grazing of livestock, to dig or remove dirt or make any excavation, to plow, furrow, or cause ruts or tracks in or on the ground, to hunt birds or animals or to discharge firearms, to camp, to picnic, to erect signs or billboards, to interfere with or cause destruction to any fence, gate, levee and dike, or to deposit litter of any kind on land acquired by the City for levee and flood protection purposes.

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**12-1002. Same; Penalty.**

Any person found guilty of violating the provisions of this article shall be punishable by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).

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**Section 23. EXISTING ARTICLES AND SECTIONS REPEALED.** Chapter 14, Article 6 in its entirety of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance are hereby repealed.



# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 17, 2015

**AGENDA ITEM:** **Extended Warranties for Generators**

**PRESENTER:** Don Cawby, City Manager

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

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

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

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

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

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

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

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

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

Notes

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

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** January 14, 2016

**AGENDA ITEM:** Rural Fire Contract

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** After months of negotiations on the contract with Rural Fire we have lost our patience with the Board's constant waivering in negotiations and the lack of official movement. During 2015 we met with representatives of the Board at least three times for purposes of negotiating this agreement. All three times, we reached what appeared to be an agreement, only to have the Board come back with changes to what was negotiated, or to bring up new issues that were not previously an issue. To complicate matters more, the Board's minutes do not reflect any detail of discussions on the contract, nor has there been a motion or vote to approve or not approve the contract. Based on statements from our Fire Department staff, members of the negotiating team have openly lead the charge to reject provisions of the negotiated contract that were approved while negotiating. Staff has also reported that the Board went into executive session on more than one occasion to discuss the contract, but didn't reflect it in the minutes why they went into executive session. Of course, without an attorney present, it is not a permissible reason to

Finally, the City believes that we have offered terms that are less than what is received by Paola and Louisburg for rent, based on the current inadequacy of our building. We also have offered to pay a more than fair amount to rent the County's truck from them, which would substantially offset their costs of rent until we get a new truck.

The frustrating part for us is that this process has turned into the Board members taking shots at the City for other activities. They claim that the City's efforts with the electric generation project and the Main Street road and water project the City doesn't need the rent money or the City can afford to build a new fire station and just won't. They have also started making claims against our Department that we are using "their" equipment on City fire runs and accusing our Fire Chief of using County equipment for his State job.

On Monday, the rejected language in the contract which would have eliminated increased rent payments to the levels of the other towns should the City provide a larger fire station (which we will do within the

next 24 months, and hopefully sooner.) The provision also eliminates any specificity with which the Board must remit rent payments or share in the costs of utilities at the station. (It is highlighted in yellow in the attached agreement.)

Our history with this Board has shown us two things that make this latest action by the Board untenable. One, unless you pin them down as to when and how to make a payment, they are unpredictable in making payments. The same board members, two years ago, withheld payment from the City of thousands of dollars because they didn't get a return call on setting up contract negotiations fast enough for their liking. It was specifically stated at the meeting that was the reason for withholding the payment. They have also changed their method of reimbursement and demands for information retroactively, without notifying the City of the changes until after they made the changes.

Two, the City is in no way going to approve a contract with the Board that it will have to turn around and modify within a few months. The constantly moving target, the lack of respect for what the City does and provides and the now eroded lack of trust between the two parties would make that decision seem fairly naïve. Everything that needs to be negotiated can be done now, and to put it off is just delaying the inevitable and wasting more time.

At this point, I have asked for the County Administrator, Shane Krull, to help us mediate this conflict and to hopefully get us to a working contract. In the meantime, with your permission, I would like to pen a letter to the Board outlining the following changes to our agreement and to formally confirm that we are no longer operating under the 1981 agreement. This letter will contain the following:

1. The Board will be notified that they will be responsible for directly paying firefighters for rural calls, along with any related costs such as workers comp and unemployment. This was a change we have both already agreed to months ago and something that the City is under no obligation to do.
2. The Fire Department will be notified that the City will allow our OZFD to have one meeting a month, subject to additional meetings to be approved by me. The County can determine how many meetings they want.
3. The City will begin paying rent to the county for the Smeal Pumper Truck in the amount already negotiated, upon assuring that the City will receive payment from the County for rent, utilities and storage of equipment. If they don't want to pay the rent, they can remove their equipment.

Until a formal agreement can be reached, these actions need to occur. They have been delayed long enough and can be done without a formal contract. We will be willing to come to the table to continue negotiations after meeting with the County Administrator and hopefully mediating an end to this saga.

**COUNCIL ACTION NEEDED:** Consider the ordinance as presented.

**STAFF RECOMMENDATION TO COUNCIL:** Make a motion to authorize the City Manager to craft a letter to the Board advising them of the actions to be taken by the City.

**DRAFT**

## **AGREEMENT TO PROVIDE FIRE AND EMERGENCY SERVICES**

### **MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KANSAS**

This AGREEMENT is made and entered into, by and between Miami County Fire District No. 1, hereinafter referred to as DISTRICT, and the City of Osawatomie, Kansas, hereinafter referred to as CITY.

WHEREAS, DISTRICT was established and became operational on January 1, 1976, by Resolution of the Board of County Commissioners of Miami County, Kansas, pursuant to K.S.A. 19-3601 *et.seq.*, and:

WHEREAS, said County Commission established a Board of Trustees for the purpose of supervising said DISTRICT, and vested said Board with all powers that were vested in the Commission, pursuant to K.S.A. 19-3612a., and

WHEREAS, the DISTRICT and the CITY have entered into prior agreements for the provision of firefighting and other emergency services provided by the CITY emergency personnel to the DISTRICT, it is the intention of both parties to continue such relationship, pursuant to the terms of this Agreement.

#### SECTION 1: SEPARATE AND DISTINCT

It is specifically understood and agreed to by the parties to this Agreement that the DISTRICT and the CITY are separate and distinct units of government and, as such, the DISTRICT'S and the CITY'S vehicles, equipment and appurtenances are distinct and separate and shall remain the property of the DISTRICT and/or the CITY at all times. Both parties recognize that in certain circumstances that it might be necessary to use the vehicles and equipment of one party for the other party's benefit and the utilization of such shall not extinguish the separateness and distinction of each party and each party's ownership of its own vehicles and equipment.

#### SECTION 2: WAIVER OF LIABILITY

It is agreed by the parties to this Agreement, that neither the CITY nor the DISTRICT shall be liable in any way or manner to each other for failure of its emergency personnel to respond to a fire, to extinguish the fire in a timely manner, or for any other act or omission while responding to emergency calls for service. For the purpose of this Agreement, "fire" and "fire call" shall have the same meaning and shall include any dispatch of emergency personnel to a reported fire, accident, or other emergency situation.

## DRAFT

### SECTION 3: COMMITMENT OF THE FIRE DISTRICT

The DISTRICT hereby agrees and commits itself as follows:

- 1) Furnish fire trucks and other emergency vehicles, firefighting equipment and supplies to be utilized by the CITY while fighting fires within the DISTRICT boundaries.
- 2) Provide Workman's Compensation insurance for the CITY'S firefighters injured while performing official duties for the DISTRICT.
- 3) Provide general liability insurance, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the DISTRICT'S vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities ~~in the fire station~~ on behalf of the DISTRICT.
- 4) The DISTRICT will provide a general liability insurance policy, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of the CITY's apparatus in non-emergency situations or emergency situations while outside of the CITY.
- 5) DISTRICT will pay the fire fighters quarterly beginning January 1, 2016 as per Section 5 of this AGREEMENT for the following emergency personnel services provided for the DISTRICT by the CITY:
  - a. Fire Chief--\$500 per quarter
  - b. Assistant Fire Chief--\$350 per quarter
  - c. Fire Captain--\$250 per quarter
  - d. Administrative Assistant--\$250 per quarter
  - e. \$30.00 per firefighter per emergency call.
  - f. \$20.00 per firefighter per training session and required meetings. The DISTRICT and the CITY shall each pay for one meeting per month. If only one meeting each shall pay for half of the one meeting. If more than two meetings, the DISTRICT or the CITY will pay for the meeting based upon the topic or reason for the additional meeting.
  - g. \$20.00 per firefighter for duties related to the repair and upkeep of county equipment and apparatus, and vehicle washing/cleaning.

## DRAFT

- i. Scheduled maintenance is those items needing routine ongoing attention, so as to maintain the basic function of the vehicle or equipment.
    - ii. Repair services represent maintenance to equipment that is no longer functioning as designed or expected, and which restores equipment to its original operating capacity.
    - iii. Washing/cleaning of vehicles represents the extra cleaning of vehicles that cannot be completed upon return from a call.
  - h. Nothing in this agreement shall prohibit the Fire Chief from combining officer and administration positions as necessary as long as the total amount paid in accordance with this Section is no greater than the total available for payment in subsections (a) through (d) above, subject to approval by the DISTRICT.
- 6) The DISTRICT will pay fire fighter personnel within 45 days of the end of the quarter using data from Emergency Reporting.
  - 7) The DISTRICT will reimburse the CITY for maintenance and repair services by non-firefighter CITY personnel.
  - 8) The DISTRICT will assume responsibility for the costs associated with the replacement of parts, oil, fuel, and repairs for the DISTRICT'S equipment.
  - 9) The DISTRICT will pay the CITY \$55.00/truck/month for rental space at the Osawatomie Fire Station plus \$450 per quarter for the DISTRICT share of the cost of utilities. The payments will be paid quarterly, within the first 45 days of each quarter, in arrears, as per this sub-section ~~and Section 5 of this AGREEMENT~~. However, if the CITY provides a different and larger building or increases the current space available to the Fire Department by at least fifty percent of its current covered and heated space to serve as a Fire Station, the monthly rate for rental shall increase to \$65.00/truck/month and DISTRICT will pay the greater of the \$750 per quarter OR one-half of the complete utility bill for the property over that period, if the entire building is provided to the Osawatomie Fire Department for its use. For purposes of this AGREEMENT, the utility bill for each quarter will be based on the meter readings made in the last month of the quarter and not the month in which the bill is mailed. Utilities will be billed at the same rates as paid by other CITY-owned buildings. Payments ~~by the DISTRICT~~ outlined in this sub-section must be received within the timeline established in this subsection, or within 45~~30~~ days of the receipt of an invoice in the case of utilities over the established amount, end of the quarter ~~or~~ the CITY'S approved utility bill late fee will be applied to both rental and utility reimbursement payments.

## DRAFT

### SECTION 4: COMMITMENT OF THE CITY

The CITY hereby agrees and commits to provide firefighting services, emergency and related activities for the DISTRICT within the DISTRICT's designated boundary and further described in Exhibit 1. Said services and activities shall include the following, but shall not be considered an all-inclusive list:

- 1) Provide appropriate emergency personnel to answer fire and other emergency service calls; perform firefighting and related activities as dispatched for the DISTRICT within its designated boundary identified in Exhibit 1.
- 2) The DISTRICT and the CITY recognize the need to enter into mutual and/or automatic aid agreements with other fire service agencies for the purpose of providing mutual support for emergency calls outside of the DISTRICT's designated boundary served by the CITY as identified in Exhibit 1.
- 3) All firefighters responding to calls on behalf of the DISTRICT, except as provided for below, must be Fire Fighter Level 1 certified as evidenced by a copy of their certificate filed with the DISTRICT's Executive Secretary, or documentation of equivalent qualifying experience, as outlined below. Failure to file said certificate may disqualify uncertified firefighter(s) from payment for call, with the exception of a first year firefighter on probation and those firefighters hired prior to April 1, 2015. Within 60 days of the signing of this agreement, all non-probationary firefighters must have (a) at least a Fire Fighter Level 1 certificate or documentation of equivalent qualifying experience on file with the DISTRICT's Executive Secretary; or (b) have at least three years of experience and must successfully complete all Firefighter 1 level certification skills to be evaluated and documented by the Fire Chief or an officer officially designated by the Fire Chief.
- 4) Operators of the DISTRICT'S vehicles must have completed a driver safety training class. Training classes must meet the DISTRICT'S, the CITY'S, or insurance company of either party's requirements. A copy of the driving certificate for each driver should be given to the DISTRICT's Executive Secretary within 60 days of signing this agreement.
- 5) Provide general liability insurance, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the CITY's vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities ~~in the fire station~~ on behalf of the CITY.

## DRAFT

- 6) Within 10 calendar days of each calendar quarter end, the Fire Chief, or designated staff, shall have entered and approved all applicable quarterly information in Emergency Reporting, including, but not limited to:
  - a. Number, location, and nature of emergency calls responded to on behalf of the DISTRICT,
  - b. Names and employee identification number of each firefighter responding to emergency calls,
  - c. Names and employee identification number of each firefighter who attended authorized training sessions; and
  - d. Names and employee identification number of personnel providing cleaning, maintenance, and description of maintenance performed to the DISTRICT equipment.
- 7) The City Manager of the CITY, or his or her designee, shall meet as necessary with the DISTRICT Chairperson to discuss the conditions, concerns, issues, and relationships of the parties as they relate to the administration of the provisions of this AGREEMENT. In addition, the City Manager shall invite the Chairperson of the DISTRICT or his/her representative to participate in the selection process of the fire chief or assistant fire chief as a means of assuring that candidates for those positions have a full understanding of rural firefighting techniques and the requirements of this AGREEMENT. Additionally, at the request of either the DISTRICT or the CITY, the parties shall meet to review all reports and invoices submitted under this AGREEMENT.
- 8) Provide a current roster of eligible firefighters by name and employee identification number quarterly to the DISTRICT Executive Secretary. Any roster changes should be provided to the DISTRICT Executive Secretary within 5 days of change.
- 9) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of any injuries or deaths suffered by firefighters while responding to any emergency calls on behalf of the DISTRICT.

## DRAFT

- 10) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of:
  - a. All accidents that occur while the CITY'S emergency personnel are in the process for providing firefighting and emergency services to the DISTRICT;
  - b. Any damage or destruction of vehicles or equipment supplied by the DISTRICT;  
and
  - c. Results of drug and alcohol testing for individuals involved in either (a) or (b) above, as soon as it is available.
- 11) Within 30 days of calendar year end, provide an annual inventory to the DISTRICT of all trucks, equipment, and supplies that are considered assets with a cumulative value exceeding one hundred dollars (\$100.00) that have been furnished by the DISTRICT.
- 12) The CITY will provide a general liability insurance policy, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of DISTRICT'S apparatus in non-emergency situations or emergency situations while in the City of Osawatomie.

**DRAFT**

SECTION 5: RENEWAL OF AGREEMENT

This agreement shall be automatically renewed and extended on January 1<sup>st</sup> of each year for one year from the date of signing this agreement. Notice of non-renewal must be received in writing at least 90 days prior to the renewal date of the Agreement. Said notice shall be delivered to the DISTRICT Board President in the event the CITY requests termination of the Agreement, and said notice shall be delivered to the CITY, via the City Clerk, in the event the DISTRICT requests termination of the Agreement.

Requests for revisions or amendments to this Agreement must be submitted in writing to either party for consideration. Requests for amendments or revisions submitted to the DISTRICT by the CITY must be presented to the DISTRICT Board President or the DISTRICT Board Executive Secretary by the CITY. Requests for amendments or revisions submitted to the CITY by the DISTRICT must be presented to City Manager and City Clerk by the DISTRICT.

The DISTRICT and the CITY do hereby agree this AGREEMENT shall be effective January 1, 2016. Further, the DISTRICT and the CITY understand that upon signing of this agreement, all past, real, or perceived debts/claims/etc. that CITY may have had against DISTRICT more than 365 days prior to the execution of this agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the day and year below written.

ENTERED INTO AND EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mark Govea, Mayor  
City of Osawatomie, KS

\_\_\_\_\_  
Fred Miller, President  
Miami County Fire District No. 1

Attested by:

\_\_\_\_\_  
Tammy Seamands, City Clerk  
City of Osawatomie, Kansas

\_\_\_\_\_  
Betty Town, Executive Secretary  
Miami County Fire District No. 1

January 4, 2016~~November 9, 2015~~

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# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** January 14, 2016

**AGENDA ITEM:** **Utility Loss Audit Proposal**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** When discussing changes to the ECA and the proforma for the generation project, we have referred to higher than expected loss rates in our electric sales. At the time Scott Shreve of Energy Management Group (EMG) suggested that we look at performing a billing review for our utilities to see if there are some lost revenues from billing errors, metering issues or other delivery problems. We have similar issues with our water system and we are also overdue for an audit of these issues as well.

EMG has provided us a proposal which would employ Utility Data Intel, LLC through EMG to do a review of our utility systems. UDI takes several different types of data and overlays it with our billing system to highlight areas where the usage doesn't match the type of activities at each address. The proposal would allow UDI to access our data to perform this review and then will work with the city to review each flagged user. UDI would then receive for one year, ½ of all new revenue collected by the City as a result of the audit.

A copy of the proposal is attached.

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

**STAFF RECOMMENDATION TO COUNCIL:** Authorize the City Manager to enter into this agreement with EMG and UDI for the purposes of a utility loss audit.

# PROPOSAL TO REVIEW THE CITY OF OSAWATOMIE UTILITY BILLING SYSTEM

EMG, INC IN PARTNERSHIP WITH UTILITY DATA  
INTEL, LLC

November 20, 2015

## OVERVIEW

### Project Background and Description

The City of Osawatomie (Utility) provides electric, water, waste water and solid waste services for its citizens. To fund these services they send a combined utility bill to their customers.

Utility billing systems and their supporting processes are inherently complex and can result in unbilled or miss-billed accounts that are difficult to find. The need to review the billing system for errors and omissions becomes more evident as utilities across the United States, large and small, discover billing errors that have resulted in, sometimes, significant revenue increases for the utility.

Recognizing the potential for billing errors and omission and as a matter of due diligence good management practice, Osawatomie desires to have their billing system reviewed for billing errors and omissions to ensure all customers are paying their fair and proper amounts for the services being provided.

### Project Need and Consultants Qualifications

Complex processes and billing operations can result in utility accounts to not be billed or be billed incorrect amounts. Unbilled accounts are especially difficult to identify because of the underground, hidden nature of some of the services provided. These errors and omissions can result in less revenue to support the operation, maintenance and replacement of assets causing an undue rate burden on properly billed customers.

EMG, in partnership with Utility Data Intel (Consultants), proposes to provide a comprehensive billing system review by extracting the billing data and identifying errors and omissions in all billed accounts and identifying accounts that are not being billed. EMG is expert in electric and services and rates and Utility Data Intel is expert in water and wastewater services and rates.

## PROJECT SCOPE

The primary project objective is to ensure that all customers receiving utility services are properly billed for services provided.

## Basic Services

We propose to perform the following services:

- Consultants will electronically merge and compare billed customers with County property records and other property record information as available and identify non-billed users and improperly billed users.
- Consultants will review rates applied to all Utility customers for the current and previous year to ensure proper rates were and are applied to customers and identify customers, customer classes or other instances where rates were not properly applied or anomalies are observed.
- Consultants will investigate and identify meter consumption errors and other meter related error.

## Additional Services

Consultants will provide analytical reports based on the information and data gathered. These services are not guaranteed and have no impact on the pricing or fees paid to the Consultants.

## CITY PROVIDED RESOURCES

Osawatomie will provide or authorize the Consultants to access the following:

- A copy of the utility billing system data files. All historical records can be provided but at least the 3 previous years and the current year should be provided.
- As available, access to or copies of GIS layers and boundaries for the utility services areas to include sewer mains, laterals, tap connections, pump stations, water mains, water towers, electric and water meter locations, transformers, transmission lines, mains and distribution loops.
- Current and previous rates as authorized by the appropriate board or commission and their effective dates. Detailed rate class breakdowns.
- Customer class information and any special considerations given for customers or customer classes.
- The Utility will need to investigate each billing error identified by Consultants to confirm the error.

## DELIVERABLES

- A list of properties where services are provided but are currently not billed.
- A list of properties where rates, charges or fees are not properly applied to a customer account or there are billing irregularities that are negatively impacting Utility revenue.
- Identify properties that, in the Consultants opinion, are likely under-billed because the water meter is running slow. A slow water meter will negatively impact both water and wastewater revenue.
- Analytical reports as prepared and data is available to build analytical reports.
- Summary document of other discovered data or areas of concern that may impact Utility revenue related to the services provided.

## AFFECTED PARTIES

It is not anticipated that Consultants will visit any location or Utility customer. Should the need arise to visit a field site, the Consultants will obtain permission prior any field visits.

## HIGH-LEVEL TIMELINE/SCHEDULE

Consultants anticipates a preliminary report will be completed one month from receipt of the information listed above. The preliminary report is not comprehensive but provides validation of analytical processes applied to the Utility's billing system.

Consultants anticipate that a comprehensive review will be completed within two months after the preliminary report but "findings" will be reported to the Utility as they are discovered.

## PRICING

Consultants will receive 50% of the additional revenue actually collected by the Osawatomie Utility for a period of one year. If no additional revenue is discovered for the Utility, the Consultants will not receive a fee.

Consultants will identify, on a form agreed to by the Utility, all items Consultants find that will increase revenue for the Utility. Utility will sign each form agreeing that additional revenue will be generated and that they intend to collect the revenue. Osawatomie Utility has the final determination if a revenue source should be collected or not. Payments to the Consultants are based on that revenue actually collected on accounts not being billed or the actual increase to the Utility of accounts that were under-billed or miss-billed.

Signed \_\_\_\_\_

Title \_\_\_\_\_

# CITY OF OSAWATOMIE



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## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** January 14, 2016

**AGENDA ITEM:** Fee Table & Resolution

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** On December 17, the City Council approved changes to the fee table for 2016. However, at that time, we had not yet received rate increases from L&K for 2016. The proposed 2% rate increase is reflected in the new table. These rates will be in effect for the bill mailed out January 31.

Also, included in the draft is a provision for Special Use Vehicle registration and tags. Should the ordinance not pass, this item can be removed as part of the motion to approve.

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

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

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

**A RESOLUTION REVISING THE ANNUAL  
FEE RESOLUTION NO. 713.**

**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. 713 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 14th day of January, 2016.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 14th day of January, 2016, 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**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_**  
**Changes Effective - January 14, 2016**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
<b>ADMINISTRATIVE:</b>							
<b>ALCOHOL &amp; CEREAL MALT BEVERAGE</b>							
3-101	Code 1977	Alcoholic Consumption on Public Property	\$100.00 deposit	28-Jul-05	\$100.00 deposit		
		Cereal Malt Beverage					
		general retailer/consumption	\$100.00*	13-Dec-07	\$50.00 per calendar year *		
		limited retailer/retail sales	\$50.00*	13-Dec-07	\$50.00 per calendar year *		
	change location application fee		13-Dec-07	\$25.00			
	* plus any state assessed costs/taxes						
	Occupational Tax – Retail Liquor sales off premises consumption	\$300.00		\$300.00 per year			
	Private Club License - Class A Club			\$250.00 per year			
Private Entertainment Event			\$100.00				
Ord 3254	Drinking Establishment License - Class B Club	\$100.00		\$250.00 per year			
Special Event Cereal Malt Beverage Permit			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		17-Dec-15	\$10.00		
		per day	\$125.00	17-Dec-09	\$150.00		
		deposit			\$100.00		
		microphone deposit			\$25.00		
	Memorial Hall	Monday - Friday	7:00 a.m. - 3:00 p.m.	\$35.00	13-Dec-07	\$40.00	
			4:00 p.m. - midnight	\$45.00	13-Dec-07	\$50.00	
			all day	\$55.00	13-Dec-07	\$60.00	
		Saturday, Sunday, Holidays	7:00 a.m. - 3:00 p.m.	\$40.00	13-Dec-07	\$50.00	
			4:00 p.m. - midnight	\$50.00	13-Dec-07	\$60.00	
			all day	\$60.00	13-Dec-07	\$70.00	
		Grandfathered organizations	per year	\$25.00 per year		\$35.00 per year	
			deposit	\$100.00		\$100.00	
	Old Stone Church		\$50 rent + \$50 deposit	17-Dec-15	\$50 rent + \$100 deposit		
	Rental Waivers						
USD #367 & Chamber of Commerce		no rent/no deposit	14-Dec-06	no rent/no deposit			
Osawatomie Alumni Association				no rental charge			
Benefit for someone with severe illness				no rental charge			

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 14, 2016**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>CEMETERY</b>						
	Ord 3395	Opening & closing grave, reopening or disinterment	contractor's cost		contractor's cost	
		Single grave space				
		City Limits	\$100.00	9-Jan-14	\$150.00	
		Osawatomi Zip Code	\$0.00	9-Jan-14	\$250.00	
		All Other	\$200.00	9-Jan-14	\$400.00	
		Permit for setting monument				
		single/double/corner markers	\$30.00	14-Dec-06	\$40.00	
		reset	\$0.00	9-Jan-14	no charge	
		repair			no charge	
	Burial Permit					
		during business hours	\$25.00	14-Dec-06	\$30.00	
		after business hours	\$75.00	14-Dec-06	\$80.00	
	Permit for disinterment		\$10 + cost + 10%	14-Dec-06	\$80.00	
	Stone Setting Bond		\$300.00	14-Dec-06	\$300 w/liability ins of \$1M	
<b>FIREWORKS</b>						
	Ord 3582	Permit for sale of fireworks	\$750.00	11-Dec-08	\$1,000.00	
		Permit for public display	none		none	
<b>MISCELLANEOUS/OTHER</b>						
		Insufficient check charge for checks returned unpaid by a bank (KSA 21-3707(b)(1))			\$30.00	
<b>MUNICIPAL COURT</b>						
	Ord 3627	Court Cost - plus any state assessed costs	\$55.50 + State costs	17-Dec-15	\$60.00 + State costs	
	Ord 3706	Other Court Fees not to exceed \$500		13-Dec-12	As assessed by the Judge	
		Court Fines			fine schedule determined by Judge	
<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 mutli-family housing complex	
		Letters of Credit	150% of cost	9-Jan-14	\$.60 per page	
		Maps, postage, manuals, misc.	manuals - \$10		150% of City cost including labor	
<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

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 14, 2016**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<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	
		Non-Residential & Public Projects (Other than City) New, Alterations or Additions with a Construction Value less than \$300,000 New, Alterations or Additions with a Construction Value of \$300,000 or greater	\$.22 per sq. ft., \$100 minimum + UTILITIES as required	12-Jan-12	\$.25 per sq. ft., \$100 minimum + UTILITIES as required Adopted Building Code Rates	
		Accessory Structures Residential/Commercial           120 sf and greater Agricultural                           All square footage	\$.27/sq ft (\$40 min) \$25.00	12-Jan-12 13-Dec-07	\$.30 per sq. ft. - min of \$40 \$30.00	
		Re-roof/New Roof/fences over 6' in height	\$25.00	13-Dec-07	\$30.00	
		Demolition Free Standing Building with Shared Wall	\$25.00 \$100.00	 13-Dec-12	\$30.00 \$100 + engineer review costs	
		Electric Wiring replacement (of existing wiring only) new structures (expansion of existing system)	\$25.00 \$40.00	 13-Dec-07	\$30.00 \$50.00	
		Plumbing replacement (of existing plumbing only) new structures (expansion of existing system)	\$25.00 \$40.00	 13-Dec-07	\$30.00 \$50.00	
		Mechanical, Heating, Venting & AC replacement (of existing HVAC only) new structures (expansion of existing system)	\$25.00 \$40.00	 13-Dec-07	\$30.00 \$50.00	
		Earthwork - excavation or fill 18" or more	\$40 + actual cost		\$50 plus actual City cost	
		Towers, Generating Stations, & Generating Plants			Adopted Building Code Rates	
		Temporary Occupancy Permit		17-Dec-09	\$25.00	
		Decks	\$25.00		\$30.00	
		Signs	\$25.00		\$30.00	
		Structure Moving Fee  <i>* does not include all cost of required new structure permits</i>	\$40 + cost - \$300 ...	13-Dec-07	\$50 + cost of City labor - \$500 in escrow prior to permit - total cost = actual City cost*	
	Street excavation fee per occurrence or street/curb damage fee <i>(permit required for each occurrence)</i>	\$300 escrow ...		\$1,000 escrow held up to 1 year, 48 hr response to trigger escrow		

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 14, 2016**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
	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>	Adopted building code rates if value is over \$100,000	17-Dec-15	\$250 or actual cost of third-party review	
		Residential Homes and Accessory Structures	\$50/hour w/1 hour min./3 hour max. or Adopted Building Code Rate for Buildings valued over \$300,000	17-Dec-15	\$50 minimum up to \$150, based on \$50/hr, or Actual Cost of Third-Party Review, if necessary	
		Working without building permit (in addition to any citation)	double permit fee		triple permit fee	
<b>CONTRACTOR REGISTRATION FEES*</b>						
	Ord 3577	<i>* All must present proof of required insurance</i>				
		General Builder or Limited Building Contractor Engages in general contract work, except house moving	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Electrician or Electrical Contractor Engages in more than one kind of electrical construction work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Plumber or Plumbing Contractor Engages in more than one kind of plumbing work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Mechanical Contractor Engages in more than one kind of mechanical work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Tree Trimmers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		House Movers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Sign Hangers and Panel Posters	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Operating without being registered		14-Dec-06	maximum \$500.00	
<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)	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_**  
**Changes Effective - January 14, 2016**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ZONING*</b>						
	Ord 3577	<i>* All zoning requests will be fees plus actual City costs for publication, notifications, legal costs</i>		28-Jul-05		
		Rezoning – All districts				
		0 - 5 acres	\$150.00 + \$5.00		\$250.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Special Use Permit – Initial Application				
		0 - 5 acres	\$100.00 + \$5.00		\$200.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Land 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	\$600.00		\$300.00	
		Final Plat - not combined with preliminary plat			\$300.00	
		Lot Splits	\$75.00		\$150.00	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 01/14/2016; Resolution No. \_\_\_\_\_**  
**Changes Effective - January 14, 2016**

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

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		Vaccination fee	\$10.00	13-Dec-07	\$15.00 per animal	
		Vaccination deposit		13-Jun-13	\$10.00	
		Dead Animal Removal				
		Small animal from private property (commercial operation)	\$30.00 per animal	13-Jun-13	<i>Not Available</i>	
		Small animal from private property		14-Dec-06	\$25.00	
		Large animal from private property (over 50 lbs.)	Actual cost of removal	13-Jun-13	\$50.00 or Actual Cost if higher	
		Animal Adoption, dog or cat				
		License Fee	Same as above		Same as above	
		Adoption fee	\$20.00 per animal	14-Dec-06	\$25.00 per animal	
		Spay/neuter fee		14-Dec-06	\$100.00	
		Vaccination fee	Same as above		Same as above	
		<b>Special Use Vehicle Registration</b>				
		Compliance Inspection and Registration				<b>\$25</b>
		Tag				<b>Actual Cost</b>
<b>RECREATION:</b>						
	Ord. 3277	Individuals				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day limit combined with all City parks	
		air conditioning or heat	--			
		Organizations				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day	
		air conditioning or heat	--			
<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	

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

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

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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>REFUSE SERVICE RATES</b>						
	Ord 3533	Residential* per family unit	\$16.87 per family unit	18-Dec-14	\$17.20 per family unit	<b>\$17.68</b>
		Business*				
		Class 1	2x \$16.77	18-Dec-14	\$17.10	<b>\$17.58</b>
			5x \$39.04	"	\$39.81	<b>\$40.75</b>
		Class 2	2x \$30.80	"	\$31.41	<b>\$32.18</b>
			5x \$74.98	"	\$76.47	<b>\$78.14</b>
		Class 3	2x \$42.11	"	\$42.94	<b>\$43.94</b>
			5x \$103.24	"	\$105.29	<b>\$107.54</b>
		Class 4	2x \$60.66	"	\$61.86	<b>\$63.24</b>
			4x \$96.22	"	\$98.13	<b>\$100.23</b>
			5x \$119.94	"	\$122.33	<b>\$124.92</b>
			6x \$143.66	"	\$146.52	<b>\$149.59</b>
		Class 5	2x \$96.22	"	\$98.13	<b>\$100.23</b>
			4x \$191.07	"	\$194.88	<b>\$198.92</b>
			5x \$238.50	"	\$243.26	<b>\$248.27</b>
			6x \$285.94	"	\$291.65	<b>\$297.62</b>
		Class 6	2x \$143.66	"	\$146.52	<b>\$149.59</b>
			4x \$285.94	"	\$291.65	<b>\$297.62</b>
			5x \$355.96	"	\$363.07	<b>\$370.47</b>
			6x \$428.20	"	\$436.75	<b>\$445.63</b>
		Class 7	2x \$191.07	"	\$194.88	<b>\$198.92</b>
			4x \$380.79	"	\$388.40	<b>\$396.31</b>
			5x \$475.63	"	\$485.13	<b>\$494.97</b>
			6x \$570.48	"	\$581.88	<b>\$593.66</b>
		Fuel Surcharge				
		Adjusts every 6 months per contract		1-Jan-14	3% for each \$0.20 increase in fuel over \$3	
		* Fuel Surcharge applied to all refuse rates				
		Billing Charge - Administrator fee included in rates	\$0.50	17-Dec-15	\$0.65	
		<del>Bulky Item Pickup Fee - included in rate</del>	<del>\$1.22</del>		<del>\$1.28</del>	<b>delete reference</b>
		Collection outside City limits	no additional chg		50% over rates listed above	

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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>SEWER SERVICE CHARGES</b>						
Ord 3481		Inside City Limits				
		<i>Volume charge based on metered water used during preceding December &amp; January</i>		12-Nov-99		
		Monthly user charge	\$4.33	18-Dec-14	\$5.00	
		Monthly net capital charge	\$21.75	"	\$23.25	
		Minimum monthly charge (user charge + net capital charge)	\$26.08 per housing unit	"	\$28 per housing unit	
		Volume charge per 100 gallons of metered water	\$0.25 per 100 gallons	"	\$0.27 per 100 gallons	
		Outside City limits		14-Dec-06	50% over rates listed above	
		Service to the State Hospital				
		Monthly user charge	\$2.33	18-Dec-14	\$5.00	
		Monthly net capital charge	\$5,953.37	"	\$9,545.93	
		Minimum monthly charge (user charge + net capital charge)		"	\$9,550.93	
		Volume charge per 100 gallons of metered water	\$1.79 per month	"	\$.27 per 100 gallons	
		Extra Strength Sewage Surcharge	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)]	18-Dec-14	S=Vs x 0.00624 [\$.2647 (BOD-300) + \$.1942 (SS-350)]	
		BOD	\$0.2364 per pound	"	\$0.2647 per pound	
		Suspended Solids	\$0.1734 per pound	"	\$0.1942 per pound	
	Ord 3496	Service Connection		13-Dec-07		
		connection within existing districts	\$250.00		\$350.00	
		reconnection	\$50.00		\$50.00	
	Ord 3457	Amortization Assessment fee - outside the bounds of an assessed improvement district	\$1,000.00	14-May-98	\$1,000.00	
		Private system inspection & permit fee - does not include regular plumbing permit fee		28-Jul-05	\$50.00	

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CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>WATER SERVICE RATES</b>						
	Res 557	Residential First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Over 7,400 gallons per month	\$13.00 min. per housing unit \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000	18-Dec-14 " "	\$9.50 meter fee \$.42 per 100 gallons	
		Commercial First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Next 67,400 gallons per month Over 74,800 gallons per month	\$18.25 minimum \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000 \$.30 per 100 gal over 65,000 Top tier started at \$.32 for 2015	18-Dec-14 " " "	\$9.50 meter fee \$.42 per 100 gal up to 75k gal \$.34 per 100 gal over 75,000 gal top tier increases \$0.02 per 100 gal each year until tier is eliminated	
		Outside City Limits		14-Dec-06	50% over rates listed above	
		State Hospital and Rural Water Districts First 7,500 Gallons, Minimum Excess Meter Charge Usage Rate	\$35.00 \$2.69 per thousand	18-Dec-14 "	\$25.00 \$2.90 per thousand	
		Bulk Water Sales Per Thousand Gallons Per 100 Gallons Hydrant Meter Fee	\$4.90 \$0.49	18-Dec-14 " 17-Dec-09	\$5.50 \$0.55 \$25.00	
		State Water Protection Fee - State mandated	\$0.032		\$0.032 per thousand gallons	
		New Service Connection - tap, service line & meter 3/4 inch meter or 5/8 inch meter meter larger than 3/4 inch			\$750.00 time & material + \$750.00	
		Temporary Water Service rate installation deposit fire hydrant water meter deposit			bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00	