

OSAWATOMIE CITY COUNCIL

REVISED AGENDA

August 11, 2016

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. August 11 Agenda
 - B. Council Minutes for July 13, July 14, **and** July 21 ~~and July 28~~, 2016
 - C. Appropriations Ordinance 2016-07**
 - D. Pay App #1 – IES – 7th Street Substation Phase II
 - E. Pay App #1 – Mid-States Energy Works – 7th Street Substation Phase II
 - F. Change Order #1 – Main Street Phase I – Kansas Heavy Construction
 - G. Change Order #1 – 2016 Sidewalk Improvements – Kansas Heavy Construction
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.
7. Presentations & Proclamations
 - A. Proclamation Honoring Black Ties Osawatomie
8. Public Hearings
9. Unfinished Business
10. New Business
 - A. South Sixth Sewer Line
 - B. 2016 Standard Traffic Ordinance (STO)
 - C. 2016 Uniform Public Offense Code (UPOC)
 - D. Proposed Ordinance & Policies – Net Metering
11. Council Reports
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

REGULAR MEETING – August 25, 2016

REGULAR MEETING – September 8, 2016

Osawatomie, Kansas. **July 13, 2016.** A Special Council Meeting was held at Memorial Hall at 6:30 p.m. for the purposes of conducting a 2017 Budget Worksession.

In attendance were Mayor Govea and Councilmembers, Farley, Hampson, Hunter, LaDuex, Maichel, Walmann and Wright. Absent was Dickinson. Also present was City Manager Don Cawby, and City Clerk Tammy Seamands.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **July 14, 2016.** 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, Hunter, Hampson, LaDuex, Maichel, Wright, Walmann and Farley (arriving at 6:32 p.m.). Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Stan Gray, Ronda Chase, John Wastlund, Building Official Ted Bartlett, Management Analyst Kyle Glaser, Interim Police Chief Dave Ellis and Chandler Boese with the Miami County Republic.

INVOCATION. John Wastlund with Osawatomie Wesleyan Church

CONSENT AGENDA. Approval of July 14th Agenda, Appropriations Ordinance 2016-06, Payment Application #4 – CDBG Main Street – Kansas Heavy Construction and Payment Application #1 – CDBG Special Round Sidewalks – Kansas Heavy Construction. **Motion** made by Hunter, seconded by LaDuex to approve the Consent Agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC. None

PRESENTATIONS.

SHRINE BOWL DAY PROCLAMATION. **Motion** made by LaDuex, seconded by Hunter to approve the Shrine Bowl Day Proclamation. Yeas. All.

PUBLIC HEARINGS. none

UNFINISHED BUSINESS.

CONDEMNATION RESOLUTIONS. The Council held a public hearing June 23rd on condemnation of properties and made determinations on each property. The resolution for each property states that the structure is unsafe or dangerous and directs that the structure be removed and the premises made safe and secure. Unless otherwise amended, owners are to commence the removal of the property within 14 days from the date of publication of the resolution and to have the removal completed within 30 days of the commencement.

222 LINCOLN. Dangerous and Unsafe. **Motion** made by LaDuex, seconded by Hunter to approve the resolution. Yeas: All. The Resolution was assigned No.721.

317 MILL. Dangerous and Unsafe. **Motion** made by LaDuex, seconded by Hunter to approve the resolution. Yeas: All. The Resolution was assigned No.722.

334 MAIN. Dangerous and Unsafe. **Motion** made by LaDuex, seconded by Hunter to approve the resolution. Yeas: All. The Resolution was assigned No.723.

427 LINCOLN. Removed from the list at this time, in the process of the property being purchased. New owner will be removing the structure.

805 CHESTNUT. Dangerous and Unsafe. **Motion** made by Hunter , seconded by LaDuex to approve the resolution. Yeas: All. The Resolution was assigned No.724.

917 PACIFIC. Dangerous and Unsafe. **Motion** made by LaDuex , seconded by Hunter to approve the resolution. Yeas: All. The Resolution was assigned No. 725.

1003 CHESTNUT. Dangerous and Unsafe. **Motion** made by Hunter , seconded by LaDuex to approve the resolution. Yeas: All. The Resolution was assigned No. 726.

1635 MAIN. Owner, Stan Gray, was present and explained he has cleaned the property up by removing trees, tearing out the driveway and removing a shed. He is asking for at least 6 months to begin with, so that he can gut the inside, work on electrical, install new windows, new driveway, etc. **Motion** made by LaDuex, seconded by to Maichel to amend the resolution to allow 90 days to obtain building permits and 180 days to work on the property. Yeas: Dickinson, Hunter, Hampson, Farley, LaDuex, Michael and Wright. Nays: Walmann.

GENERATOR SERVICE AND WARRANTY CONTRACTS – FOLEY. City Manager Cawby provided information on the service agreements for the Electric Generation Project. **Motion** made by LaDuex , seconded by Hunter to Authorize the City Manager to Approve Service Work with Foley Caterpillar not to exceed \$130,000 and to Sign the Service Agreement with Foley Caterpillar not to exceed \$40,000. Yeas: All.

NEW BUSINESS.

UPS LETTER BOX LOCATION. Discussion of co-locating both a UPS drop box and the City utility drop box in the parking lot south of the Post Office, that is a City parking lot.

TRI-KO REQUEST FOR PROPERTY. City Manager Cawby explained that Tri-Ko wants to expand their facility, which would need to go east of their main building. The property east is owned by the City of Osawatomie and Tri-Ko believes there was an agreement in the past that they could purchase the property at some point, however there was not an agreement made. At this point, Tri-Ko is requesting the property for their expansion. If granted the property, the City would require utility and drainage easements. **Motion** made by LaDuex , seconded by Hampson to Grant Tri-Ko the Property and Proceed with the Development of Utility and Drainage Easements. Yeas: All.

COUNCIL REPORTS.

Dickinson reported that Main Street is looking good.

Hunter said it looked like everything was done besides light poles and sweeping, looks good.

Maichel reported that the fireworks were great and the opening of the swimming pool was wonderful. Feels the City is moving forward and showing the community how much we do care.

Osawatomie, Kansas. **July 21, 2016.** A Special Council Meeting was held at Memorial Hall at 6:30 p.m. for the purposes of conducting a 2017 Budget Worksession.

In attendance were Mayor Govea and Councilmembers Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel, Walmann and Wright. Also present was City Manager Don Cawby, City Clerk Tammy Seamands, Interim Police Chief David Ellis, Interim Assistant Police Chief David Stuteville and Colleen Truelsen.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

Record of Ordinances

ORDINANCE NO. 2016-07

DATE WARRANTS ISSUED:
July 31, 2016

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Walmart	DVD'S, Brisket, Water, Pop, Candy	1766	1,351.12
KMEA	WAPA Electricity	1767	10,812.25
KMEA	SPA Electricity	1768	3,713.41
KMEA	GRDA Electricity	1769	87,699.07
KMEA	EMP Electricity	1770	56,209.92
United Healthcare	Health Insurance	1771	37,327.80
City of Osawatomie	Petty Cash Reimbursement	1772	5,137.60
Visa	Pizza	47969	86.94
Visa	Fuel	47970	116.25
Visa	Battery Back Up, Siren Box	47971	245.43
Visa	Jamboree Books, Postage, Trimmer	47972	2,240.40
Visa	Golf Balls, Glow Sticks, Gum	47973	1,046.47
Dish Network	Service	47974	104.02
6th Street Auto	Replaced Battery and Install Mirror	47975	181.21
Affinis Corp.	Topographic Surveys	47976	373.80
ALS Tribology	Oil Analysis	47977	181.54
American Safety Utility Corporation	Cables, Clamp, Tagging Device	47978	1,043.79
Applied Maintenance Supplies	Gatorade, Drill Set, Lubricant	47979	320.56
Arrowhead Scientific	Gloves, Drug Test Kits	47980	171.35
AT&T	RTU'S	47981	208.78
Baker & Taylor	Books	47982	117.04
BG Consultants, Inc.	Consulting Services	47983	3,120.00
Blue Book	Kansas Blue Book	47984	53.95
Bradley A/C & Heating	Replaced Capacitor, Remove A/C	47985	267.45
Brewer's Automotive Repair, Inc.	Tire, Replace Battery, Tow	47986	362.60
Champion Brands, LLC	Oil, Refrigerant, Chain Oil, Dye	47987	2,601.27
City Electric Supply	Foam Carrier, Elbow, Coupling	47988	347.01
City of Osawatomie	Utilities	47989	11,252.06
City of Osawatomie	Meals for Firework Crew	47990	85.25
Cole Parmer	Tubing	47991	191.31
Computers & More, LLC	Cable, Cooling Fan	47992	72.50
Continental Research Corporation	Perma Seal Tape	47993	47.32
Deffenbaugh	Tire Pickup, Sludge Haul Off	47994	1,563.16
Delta Dental	Dental Insurance	47995	2,860.32
Donna & Viola's Shirts	Shirts	47996	83.92
Ed Roehr Safety Products	Ballistic Vest	47997	705.00
EMG, Inc.	Energy Consulting	47998	3,524.90
Evco	Gatorade, Tea, Cups, Hot Dogs	47999	682.18
Family Center	Adapters, Spray Gun, Battery	48000	1,239.92
Richard Fisher	Attorney Fees	48001	750.00

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DATE WARRANTS ISSUED:
July 31, 2016

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Galls	Badge, Mace Case, Nametag	48002	164.80
Gallagher Benefit Services, Inc.	Administration Fee	48003	467.00
Gerken Rental	Scissor Lift Rental	48004	140.40
Golden West Industrial Supply	Ball wash	48005	266.83
Governmental Assistance Services	Administrative Services	48006	3,863.00
Grainger	Wall Switch	48007	66.02
Jennifer Haefele	Contractual for Library	48008	385.00
Hall's Bobcat Service	Black Mulch	48009	97.00
Hanes Florist & Greenhouse	Plants, Balloons	48010	282.50
Harding Law Firm, LLC	Attorney Fees	48011	755.00
Hawkins	Azone, Activated Carbon	48012	2,894.05
Holliday Sand and Gravel	Brick Sand	48013	480.90
Huber & Associates, Inc.	Additional Enterpol License	48014	300.00
Terry Jenkins	Plants, Seeds, Hose, Gloves	48015	236.66
Jeo Consulting Group	Consulting Services	48016	16,095.00
K&M Tire	Tires	48017	222.54
Kansas City Wilbert	Grave Openings	48018	2,620.00
Kansas Department of Commerce	JTC Oil Lease-July 2016	48019	1,000.00
Kansas Gas Service	Services	48020	437.40
Kansas Heavy Construction	Street Project, Sidewalk Imp	48021	217,258.86
Kansas Municipal Utilities	3rd Qtr. Dues	48022	2,455.00
Kansas One Call System, Inc.	Locates	48023	55.00
Kansas State Treasurer	Training Funds	48024	3,365.00
KMXN-FM	Radio Advertising	48025	760.00
KWJP Radio	Radio Advertising	48026	300.00
L&K Services	Refuse	48027	33,056.93
Logicnow Limited	Mailbox Filtering	48028	88.45
Louisburg Ford Sales, Inc.	Cable Assembly	48029	55.93
Maxim Golf Solutions	Consulting Services	48030	1,250.00
Miami Lumber	Rope, Plywood	48031	77.38
NPG Newspaper	Mary Buster Ad, Jamboree Ad	48032	172.00
Olathe Medical Services	Employment Physical	48033	63.00
City of Paola	Warrenty-Meggitt Training Systems	48034	500.00
Pitney Bowes	Postage Meter Lease	48035	180.00
Postmaster	Utility Billing	48036	1,000.00
Reeves Wiedeman Company	Coupling, Reducer, Bushing	48037	21.34
Ricoh	Copier Lease	48038	96.87
Ricoh	Copier Lease	48039	280.78
Ricoh	Copier Lease	48040	183.90
Rural Water Dist. #1	Service	48041	172.85
Security 1st Title	Title Search	48042	100.00
Smitty's Lawn & Garden	Belt	48043	99.62
State Industrial Products	All Purpose Cleaner, Magic Mat	48044	332.43
Suddenlink	Internet	48045	519.89
Superior Vision	Vision Insurance	48046	1,229.60

Record of Ordinances

DATE WARRANTS ISSUED:
July 31, 2016

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
T2 Holdings, LLC	Shredding	48047	60.00
Debbie Talley	Memorial Hall Janitorial	48048	375.00
UPS Store	Postage, Copies	48049	64.09
Verizon	Internet	48050	40.01
Wade Quarries	Gravel	48051	780.48
Wex Bank	Fuel	48052	4,201.26
Winkler, Domoney & Schultz	Municipal Court Judge	48053	2,060.00
Zep Sales	Wipes	48054	135.90
Kansas Department of Revenue	Compensating Use Tax	1773	554.85
Kansas Department of Revenue	Sales Tax	1774	9,178.80
Kansas Department of Revenue	Sales Tax	1775	387.53
Kansas Department of Revenue	Sales Tax	1776	948.94
Void		1777	-
United Healthcare	Health Insurance	1778	49,702.55
Department of the Treasury	Federal Excise Tax	1779	108.50
Crawford Sales Company	Budweiser	48055	221.30
Centurylink	RTU'S	48056	236.56
Centurylink	Long Distance	48057	46.76
Deffenbaugh	Sludge Haul Off	48058	1,395.00
Elliott Insurance	Add Body Camera, Police Car Camera	48059	176.00
GCSAA	2016 Membership Dues	48060	375.00
Kansas City Power & Light	Service	48061	2,849.59
Kansas Dept. of Health & Environment	Analytical Service	48062	1,217.00
Kansas Department of Revenue	Water Protection & Clean Water	48063	1,665.94
KC Bobcat	Elbow	48064	31.79
Key Equipment	C02 Cartridge	48065	75.00
Killough Construction	Asphalt	48066	153.00
Kincaid Ready Mix	Concrete	48067	7,536.51
Kriz-Davis Co.	Light Poles, Bases For Poles	48068	16,127.57
Krudwig Structural Engineers	Engineering Services	48069	781.25
Terry Long	Card Shed Door Repair	48070	495.00
Lou's Gloves	Gloves	48071	77.00
Madden Rental	Portable Toilet Rental	48072	2,680.00
Martin Pringle	City Prosecutor, Municipal Matters	48073	4,323.74
McLean Auto & Truck Service	4 Wheel Alignment	48074	105.61
Miami County Fire District #1	1992 Smeal Pumper Rental	48075	2,100.00
Miami County EMS	Ambulance-Prisoner	48076	680.60
Miami County, KS	Secretary of Commerce Visit	48077	50.00
Moon's IGA	Beer, Onions, Buns, Cheese	48078	958.08
Navrat's Office Products	Laser Checks	48080	289.55
Oil Patch Pump & Supply	Pipe, Adapter, Tee, Bushing, Coupling	48081	283.87
Scott Michie Planning Services	Consulting Services	48082	1,262.53
USA Blue Book	Calculator, Tumbler Set, Gasket	48083	1,226.79
USD 367	Transportation Services	48084	79.00
USD 367 Sport & Fitness	Membership	48085	80.00

Mid-States Energy Works, Inc.

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

Invoice

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

Ship To

P.O. No.	Terms	Date	Ship Date	Ship Via	Invoice #	S.O.#
	Net 30	7/26/2016	7/26/2016		4706	1719
Quantity	Item Code	Description		U/M	Price Each	Amount
1	Materials - Job Retainage1	Performance and Payment Bond 5/26/16 - 5/26/18 Retainage		ea	3,625.00 -10.00%	3,625.00 -362.50
1	Materials - Job Retainage1	Adding \$2,000,000 Umbrella to Package Policy Retainage Sales Tax		ea	3,326.00 -10.00% 9.00%	3,326.00 -332.60 0.00
Thank you for your business.				Total		\$6,255.90

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		7th Street Substation Phase II					Application Number: 1	
Application Period:		7/29/2016					Application Date: 8/11/2016	
Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)	
			From Previous Application (C+D)	D This Period				
	Generator Enclosure Re-Assembly Work: Complete with intake/discharge louvers, discharge scoops, exhaust catalyst/cabing/stacks/monitoring, stands/stairs/railings, exterior/interior lighting, motorized damper operation and all incidentals for a complete assembly.	\$24,341.00		\$1,217.05		\$1,217.05	5.0%	\$23,123.95
	Fencing	\$11,615.00						\$11,615.00
	Grounding: Complete with equipment, fencing and all incidentals for a complete product.	\$20,200.00		\$1,010.00		\$1,010.00	5.0%	\$19,190.00
	Switchgear Building: New entry door	\$1,515.00						\$1,515.00
	Switchgear Building Electrical: Complete with exit/outdoor lighting, switching, conductors, conduit and all incidentals for a complete product.	\$12,291.00		\$614.55		\$1,937.12	15.8%	\$10,353.88
	Generator Electrical: Complete with conductors, connections and all incidentals for a complete product from each 4000/3 circuit breaker to the 1200/3 circuit breaker.	\$76,861.00						\$76,861.00
	Final Grading/Rock Surfacing							
Totals		\$146,823.00		\$2,841.60		\$1,322.57		\$142,658.83

Application Number: 1
 Application Date: 07/29/16
 Period From: Start
 To: 07/29/16
 Osawatamie 7th St. Substation - Phase 2 522064020
 Project No. 141554

IES COMMERCIAL, INC.
 PO BOX 27
 HOLDREGE, NE 68949-0027
 (308) 995-4462

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED & STORED TO DATE
	PHASE 2								
1	Generator Enclosure Re-Assembly Work	1	LS	24,341.00	24,341.00	0.05	1,217.05	0.00	1,217.05
2	Fencing	1	LS	11,615.00	11,615.00	-	0.00	0.00	0.00
3	Grounding	1	LS	20,200.00	20,200.00	0.05	1,010.00	0.00	1,010.00
4	Switchgear Building: New Entry Door	1	LS	1,515.00	1,515.00	-	0.00	0.00	0.00
5	Switchgear Building Electrical	1	LS	12,291.00	12,291.00	0.05	614.55	1,322.57	1,937.12
6	Generator Electrical	1	LS	76,861.00	76,861.00	-	0.00	0.00	0.00
7	Final Grading/Rock Surfacing	1	LS	FBO					
TOTAL BID FOR ALL UNIT PRICES					146,823.00	0.05	2,841.60	1,322.57	4,164.17



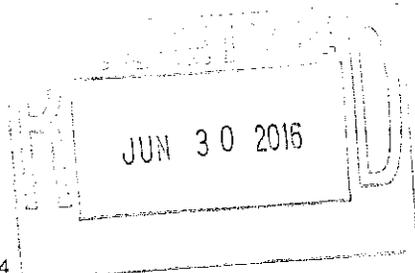
Kriz-Davis Co.

WHOLESALE ELECTRICAL SUPPLIES
"An Employee Owned Company"

681 E CLOVERLY ROAD
FREMONT NE 68025-6001
402-727-1700
FAX 402-727-1708

INVOICE

INVOICE DATE	INVOICE NUMBER
06/30/16	S101353380.001
REMIT TO: KRIZ-DAVIS COMPANY PO BOX 310353 DES MOINES IA 50331-0353	PAGE 1 of 1



BILL TO:

IES COMMERCIAL - FRE 2404
ATTN DIANNE BECK
PO BOX 27
HOLDREGE NE 68949-0027

SHIP TO:

IES - CITY OF OSAWATOMIE 5220-64020
439 MAIN ST
OSAWATOMIE KS 66064-1330

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME / RELEASE NUMBER	SHIP DATE	
38368	52064020-04		06/30/16	
ENTERED BY	SHIP VIA	TERMS	ORDER DATE	
JEROME DELANEY	DIRECT	Net 30th	06/20/16	
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	4ea	BLINE 26A09-18-144 *	204.370/ea	817.48
2ea	2ea	BLINE 6A-18-90HB24 *	165.580/ea	331.16
8ea	8ea	BLINE 9A-1006 *	12.160/ea	97.28

CABLE TRAY

*Approved
6-30-16*

Invoice is due by 07/31/16.
Past Due invoices may be subject to 1.5% late charge.

No returns without prior approval. All returns must be accompanied by a copy of the invoice and are subject to a restocking charge. No returns on non-stocked items or cut wire. Accounts not paid by maturity are subject to a finance charge of 1.5% per month, annual percentage rate of 18%.



Subtotal	1245.92
S&H Charges	76.65
Tax	0.00
Payments	0
Amount Due	1322.57



Change Order

No. 1

Date of Issuance: August 1, 2016 Effective Date: August 1, 2016

Project: 2016 Main Street Improvements	Owner: City of Osawatomie, KS	Engineer's Proj, No.: 14-1331L
Contract: 2016 Main Street Improvements	Date of Contract: 2/24/16	
Contractor: Kansas Heavy Construction, LLC		
PO Box 860603 Shawnee, KS 66286		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The attached "E-Verify Contract Language for New Agreements" is to be added to the CDBG Requirements of the contract documents.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:	Original Contract	Working days	Calendar days
\$ <u>1,115,013.45</u>	Substantial completion (days or date):	<u>70</u>	
	Ready for final payment (days or date):	<u>90</u>	

[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :	[Increase] [Decrease] from previously approved Change Orders
\$ <u>N/A</u>	Substantial completion (days): <u>N/A</u>
	Ready for final payment (days): <u>N/A</u>

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,115,013.45</u>	Substantial completion (days or date): <u>70</u>
	Ready for final payment (days or date): <u>90</u>

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>N/A</u>	Substantial completion (days or date): <u>N/A</u>
	Ready for final payment (days or date): <u>N/A</u>

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>1,115,013.45</u>	Substantial completion (days or date): <u>70</u>
	Ready for final payment (days or date): <u>90</u>

By: <u>Diane Rockaugh</u> Engineer (Authorized Signature)	By: <u>Ronald A. Carl</u> Owner (Authorized Signature)	By: <u>Jon Siefert</u> Contractor (Authorized Signature)
Date: <u>8/1/16</u>	Date: <u>8-1-2016</u>	Date: <u>8/1/16</u>

Approved by Funding Agency (if applicable): _____ Date: _____

E-Verify Contract Language for New Agreements:

Contract Clause:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Kansas and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the client.

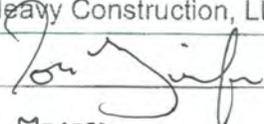
E-VERIFY

Project No: 14-1331L: 2016 Main Street Improvements
City/County of Osawatomie, Kansas
Project Description: Main Street improvements (including geometric and storm water from improvements) from 1st and 5th Streets.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Kansas; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the client.

Company/Firm: Kansas Heavy Construction, LLC
Authorized Signature: 
Title: MANAGING MEMBER
Date: 8/1/16



Change Order

No. 1

Date of Issuance: August 1, 2016 Effective Date: August 1, 2016

Project: 2016 Sidewalk Improvements	Owner: City of Osawatomie, KS	Engineer's Proj. No.: 14-1331L
Contract: 2016 Sidewalk Improvements	Date of Contract: 2/24/16	
Contractor: Kansas Heavy Construction, LLC		
PO Box 860603 Shawnee, KS 66286		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The attached "E-Verify Contract Language for New Agreements" is to be added to the CDBG Requirements of the contract documents.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Working days Calendar-days

\$ 128,198.00

Substantial completion (days or date): 20

Ready for final payment (days or date): 30

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

[Increase] [Decrease] from previously approved Change Orders

\$ N/A

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 128,198.00

Substantial completion (days or date): 20

Ready for final payment (days or date): 30

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ N/A

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 128,198.00

Substantial completion (days or date): 20

Ready for final payment (days or date): 30

By: David Penbaugh
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 8/1/16

Date: 8-1-2016

Date: 8/1/16

Approved by Funding Agency (if applicable):

Date: _____

00941-1

E-Verify Contract Language for New Agreements:

Contract Clause:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Kansas and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the client.

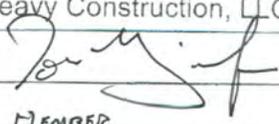
E-VERIFY

Project No: 14-1331L: 2016 Sidewalk Improvements
City/County of Osawatomie, Kansas
Project Description: Main Street sidewalk improvements from 1st to 5th Streets.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Kansas; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the client.

Company/Firm: Kansas Heavy Construction, LLC
Authorized Signature: 
Title: MANAGING MEMBER
Date: 8/1/16

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, the family is the cornerstone of our society and we are nurtured by our families from birth until the ends of our lives; and

WHEREAS, family reunions bring multiple generations together linking past, present, and future generations providing a time to share their heritage and their family traditions; and

WHEREAS, families honor those who have passed on, and celebrate their continuing renewal through new marriages and the birth of new babies; and

WHEREAS, at these special times families come together to renew and refresh their relationships and reconnect with long lost relatives. In our mobile society, great distances often separate people from their loved ones; and

WHEREAS, the phrase “*Remember when we...*” is sure to bring love and laughter in the years to come; and

WHEREAS, the Black Ties To Osawatomie legacy began 104 years ago, gathering together every other second weekend in August in John Brown Park; and

WHEREAS, Black Ties To Osawatomie engages in this family-strengthening tradition making it the perfect opportunity to gather around with family and friends, feeling part of something greater than ourselves; and

WHEREAS, these families are ever linked together because of their ties with Osawatomie and they welcome others that have ties to our community; and

NOW, THEREFORE, I, L. Mark Govea, Mayor of Osawatomie, do hereby proclaim this the second weekend of August, 2016 as

BLACK TIES TO OSAWATOMIE WEEKEND

in Osawatomie, and urge all citizens to celebrate their families and reflect on their past and look forward to their future; and

FURTHER, I urge everyone with ties to Osawatomie to join Black Ties To Osawatomie in celebrating their 104-year legacy.

Proclaimed this 11th day of August, 2016.

L. Mark Govea, Mayor

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 11, 2016

AGENDA ITEM: Standard Offense Code and Uniform Public Offense Code

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The *Standard Traffic Ordinance (STO)* for Kansas Cities and the *Uniform Public Offense Code (UPOC)* for Kansas Cities have been published by the League of Kansas Municipalities for decades. They are designed to provide a comprehensive traffic code (STO) and criminal code (UPOC) for Kansas Cities.

The STO, in large part, parallels the state traffic act, just as the UPOC parallels the state criminal code. They do not take effect in a city until the governing body has passed and published an ordinance incorporating each of them by reference. The incorporating ordinance may delete articles or sections which the governing body considers unnecessary or may change language as long as it does not conflict with state statute.

For public records purposes, there must be at least three official copies of each on file with the City Clerk. We also make sure that enforcing officers each have a copy.

According to the publisher, LKM, the following represents the changes in the STO from the 2015 edition to the 2016 edition:

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties. (Amended)

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties. (Amended)

Section 30.2. Preliminary Breath Test (Amended)

Section 30.2.1. Refusal to Submit to Alcohol or Drug Test. (Deleted)

Section 175.1. Compression Release Engine Braking System (Amended)

The following represents the changes in the UPOC from the 2015 edition to the 2016 edition:

Section 1.1. Definitions. Amended: Act, Smoking; Definitions (h). Deleted: Juvenile Correctional Facility Officer or Employee.

Section 3.2. Battery Against a Law Enforcement Officer. (Amended)

Section 3.12. Breach of Privacy. (Amended by HB 2501)

Section 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21. (Amended by SB 133)

Section 6.1. Theft. (Amended by HB 2462)

Section 10.14. Operation of a Motorboat or Sailboat. (Amended by HB 2436)

COUNCIL ACTION NEEDED: Vote on the ordinances to adopt the 2016 STO and the 2016 UPOC.

STAFF RECOMMENDATION TO COUNCIL: (1) Adopt the ordinance as presented to incorporate the 2016 STO by reference. (2) Adopt the ordinance as presented to incorporate the 2016 UPOC by reference.

NOTE: We intend to publish these as summaries. The summaries would read as follows:

Ordinance No. ____ Summary

On August 11, 2016, the City of Osawatomie, adopted Ordinance No. _____, which incorporates by reference the 2016 Edition of the Standard Traffic Ordinance for Kansas Cities, with two amendments related to parking on the berm; establishing the speed limit on Main Street between 15th and 18th Streets. A complete copy of this ordinance is available at www.Osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney.

Ordinance No. ____ Summary

On August 11, 2016, the City of Osawatomie, adopted Ordinance No. _____, which incorporates by reference the 2016 Edition of the Uniform Public Offense Code for Kansas Cities. A complete copy of this ordinance is available at www.Osawatomieks.org or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Richard Wetzler, City Attorney.

ORDINANCE NO. ____

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES” EDITION OF 2016, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; AMENDING CHAPTER 14, ARTICLE 1, OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

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

SECTION ONE: Article 1 of Chapter 14 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Osawatomie, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by the Code of the City of Osawatomie,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

14-102. SAME; AMENDMENTS. Section 33 of the Standard Traffic Ordinance as adopted is amended to read as follows:

Sec. 33. Maximum Speed Limits.

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:
- (1) In any business district, 20 miles per hours;
 - (2) In any urban district, 30 miles per hour;
 - (3) On any separated multilane highway, as designated and posted by the

- secretary of transportation 70 miles per hour;
- (4) On any county or township highway, 55 miles per hour; and
 - (5) On all other highways, 65 miles per hour.
- (b) No person shall drive a school bus to or from school, or interschool or intra-school functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities. (K.S.A. Supp. 8-1558)
- (c) The maximum speed limits in this section may be altered as authorized in K.S.A 8-1559 and K.S.A 8-1560, and amendments thereto.
- (d) The Governing Body having determined upon the basis of a traffic investigation that the speed limits permitted under state law and Section 33 of the Standard Traffic ordinance are less than reasonable and safe on some streets and are more than reasonable and safe on other streets, and does determine and declare that the speed limit (except when a special hazard exists that requires lower speed for compliance with Section 32) on the streets hereinafter set forth be the limits specified in this section, and no person shall drive a vehicle at a speed in excess of such maximum limits:
- (1) Speed not in excess of 20 miles per hour shall be lawful on the following streets:
 - (A) Main Street between 15th Street and 18th Street.

14-103. SAME; AMENDMENTS. Section 93 of the Standard Traffic Ordinance as adopted is amended to read as follows:

Sec. 93. Parking Disabled and Other Vehicles.

- (a) No person shall park or store any farm machinery, trailer or semi-trailer of any kind, or parts of the same, or any dead, damaged or disabled motor vehicle or farm machinery, trailer or semi-trailer of any kind, in the roadway of any highway, or between the property line or sidewalk and the curb line of any street. No person shall park or store any operable motor vehicle between the property line or sidewalk and the curb line of any street except on a designated driveway.
- (b) A person shall not use the public highway to abandon vehicles or use the highway to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leaves a motor vehicle on a public highway or other property open to use by the public, the city having jurisdiction of such highway or other property open to use by the public, after 48 hours or when the motor vehicle interferes with public highway operations, may remove and impound the motor vehicle. (K.S.A. 8-1102)

14-104. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses. (Ord. 3632, Sec. 5; Code 2008)

14-105. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense shall be established by the Municipal Judge. (Code 2008)

SECTION TWO: EXISTING SECTION REPEALED. Chapter 14, Article 1 of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance is hereby repealed.

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of August, 2016.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

ORDINANCE NO. _____

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2015; AMENDING AND REPEALING CHAPTER 11, ARTICLE 2, SECTION 201 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

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

SECTION ONE: CODE AMENDED. Section 11-201 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

11-201. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Osawatomie, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Osawatomie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO: EXISTING SECTION OF CODE REPEALED. Chapter 11, Article 2, Section 201 of the City of Osawatomie Municipal Code as adopted prior to the passage of this Ordinance is hereby repealed.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of August, 2016.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 11, 2016

AGENDA ITEM: Net Metering

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Net Metering is the allowing of generation to be connected to a public-utility power grid where surplus renewable power is transferred onto the grid, allowing customers to offset the cost of power drawn from the utility. Kansas adopted the Net Metering and Easy Connection Act in May 2009, which established net metering for customers of investor-owned utilities (IOUs).

However, the Act does not cover municipal-owned or electric cooperative utilities, but the statutes provided under the Kansas Corporation Commission (KCC) the power to require municipals and coops to enter into contracts for parallel generation. **Parallel generation** is similar to net metering, but unlike net metering, electricity generation and consumption are time-sensitive and there is no “banking”.

The bottom line is that the City can offer net metering or parallel generation in a variety of ways, but the simplest seems to be to set forth policies for agreements on net metering that fall within the parallel generation guidelines. This memo will summarize what those will be and will use the term net metering for purposes of this discussion.

Agreements. Attached are two draft documents which the City would adopt to implement policies and agreements on net metering. An agreement with a customer would be subject to an application, review of the system and their compliance with our policies and requirements.

Safety. Renewable generation systems will be required to be installed and operated so they don't cause damage to the utility system for create an unreasonable hazard to utility workers. The City would require specific equipment and switches to protect the system from unexpected loads, especially when the line would be expected to be dead. The system must also be installed in a way that the City can easily get to the meter and disconnect switches so that they can adequately operate and maintain the system at all hours of the day.

Capacity. Net metering would be on a first-come, first-served basis to our customers until the rated generating capacity of all net-metered systems equals 4% of the utility's peak power requirements. Renewable systems are limited to 25 kW or less for residential customers and 200 kW or less for non-residential customers. The systems are required to be appropriately sized for the customer's anticipated load, keeping customers from trying to create excess generation instead of merely off-setting costs.

Net Excess Generation. Our policies will include provisions on how the customer will be credited for excess generation. The statutes require compensation for excess capacity to be at least 100% of the utility's monthly system average cost of energy per kilowatt hour, except that in the case of renewable generators with a capacity of 200 kilowatts or less, that amount is 150% of the average cost. Because the City provides more than electricity to our customers, excess generation would likely just appear as a credit on the customer's bill and offset the other utility expenses. In the case a credit was larger than an entire bill (which would be very rare), we would carry over to the credit to a future bill.

Cost to Install. The customer would be responsible for the costs to install the generation on the system and provide the switches, disconnects and other safety equipment required to operate the system.

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

STAFF RECOMMENDATION TO COUNCIL: Provide direction to staff.

66-1,184. Contracts for parallel generation services between electric utilities and their customers; terms and conditions; duties of customer; renewable generation by certain community colleges, requirements, financing; generation included in state's energy generation by wind power.

(a) Except as provided in subsection (b), every public utility which provides retail electric services in this state shall enter into a contract for parallel generation service with any person who is a customer of such utility, upon request of such customer, whereby such customer may attach or connect to the utility's delivery and metering system an apparatus or device for the purpose of feeding excess electrical power which is generated by such customer's energy producing system into the utility's system. No such apparatus or device shall either cause damage to the public utility's system or equipment or present an undue hazard to utility personnel. Every such contract shall include, but need not be limited to, provisions relating to fair and equitable compensation on such customer's monthly bill for energy supplied to the utility by such customer.

(b) (1) For purposes of this subsection:

(A) "Utility" means an electric public utility, as defined by K.S.A. [66-101a](#), and amendments thereto, any cooperative, as defined by K.S.A. [17-4603](#), and amendments thereto, or a nonstock member-owned electric cooperative corporation incorporated in this state, or a municipally owned or operated electric utility;

(B) "school" means Cloud county community college and Dodge City community college.

(2) Every utility which provides retail electric services in this state shall enter into a contract for parallel generation service with any person who is a customer of such utility, if such customer is a residential customer of the utility and owns a renewable generator with a capacity of 25 kilowatts or less, or is a commercial customer of the utility and owns a renewable generator with a capacity of 200 kilowatts or less or is a school and owns a renewable generator with a capacity of 1.5 megawatts or less. Such generator shall be appropriately sized for such customer's anticipated electric load. A commercial customer who uses the operation of a renewable generator in connection with irrigation pumps shall not request more than 10 irrigation pumps connected to renewable generators be attached or connected to the utility's system. At the customer's delivery point on the customer's side of the retail meter such customer may attach or connect to the utility's delivery and metering system an apparatus or device for the purpose of feeding excess electrical power which is generated by such customer's energy producing system into the utility's system. No such apparatus or device shall either cause damage to the utility's system or equipment or present an undue hazard to utility personnel. Every such contract shall include, but need not be limited to, provisions relating to fair and equitable compensation for energy supplied to the utility by such customer. Such compensation shall be not less than 100% of the utility's monthly system average cost of energy per kilowatt hour except that in the case of renewable generators with a capacity of 200 kilowatts or less, such compensation shall be not less than 150% of the utility's monthly system average cost of energy per kilowatt hour. A utility may credit such compensation to the customer's account or pay such compensation to the customer at least annually or when the total compensation due equals \$25 or more.

(3) A customer-generator of any investor owned utility shall have the option of entering into a contract pursuant to this subsection (b) or utilizing the net metering and easy connection act. The customer-generator shall exercise the option in writing, filed with the utility.

(c) The following terms and conditions shall apply to contracts entered into under subsection (a) or (b):

(1) The utility will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research;

(2) for the purposes of insuring the safety and quality of utility system power, the utility shall have the right to require the customer, at certain times and as electrical operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the customer's facility of which the generating facility is a part;

(3) the customer shall furnish, install, operate, and maintain in good order and repair and without cost to the utility, such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the utility as being required as suitable for the operation of the generator in parallel with the utility's system. In any case where the customer and the utility cannot agree to terms and conditions of any such contract, the state corporation commission shall establish the terms and conditions for such contract. In addition, the utility may install, own, and maintain a disconnecting device located near the electric meter or meters. Interconnection facilities between the customer's and the utility's equipment shall be accessible at all reasonable times to utility personnel. Upon notification by the customer of the customer's intent to construct and install parallel generation, the utility shall provide the customer a written estimate of all costs that will be incurred by the utility and billed to the customer to accommodate the interconnection. The customer may be required to reimburse the utility for any equipment or facilities required as a result of the installation by the customer of generation in parallel with the utility's service. The customer shall notify the utility prior to the initial energizing and start-up testing of the customer-owned generator, and the utility shall have the right to have a representative present at such test;

(4) the utility may require a special agreement for conditions related to technical and safety aspects of parallel generation; and

(5) the utility may limit the number and size of renewable generators to be connected to the utility's system due to the capacity of the distribution line to which such renewable generator would be connected, and in no case shall the utility be obligated to purchase an amount greater than 4% of such utility's peak power requirements.

(d) Service under any contract entered into under subsection (a) or (b) shall be subject to either the utility's rules and regulations on file with the state corporation commission, which shall include a standard interconnection process and requirements for such utility's system, or the current federal energy regulatory commission interconnection procedures and regulations.

(e) In any case where the owner of the renewable generator and the utility cannot agree to terms and conditions of any contract provided for by this section, the state corporation commission shall establish the terms and conditions for such contract.

(f) The governing body of any school desiring to proceed under this section shall, prior to taking any action permitted by this section, make a finding that either: (1) Net energy cost savings will accrue to the school from such renewable generation over a 20-year period; or (2) that such renewable generation is a science project being conducted for educational purposes and that such project may not recoup the expenses of the project through energy cost savings. Any school proceeding under this section may contract or enter into a finance, pledge, loan or lease-purchase agreement with the Kansas development finance authority as a means of financing the cost of such renewable generation.

(g) Each kilowatt of nameplate capacity of the parallel generation of electricity provided for in this section shall count as 1.10 kilowatts toward the compliance of the affected utility, as defined in K.S.A. 2015 Supp. [66-1257](#), and amendments thereto, and with whom the customer-generator has contracted, with the renewable energy standards act in K.S.A. 2015 Supp. [66-1256](#) through [66-1262](#), and amendments thereto.

(h) The provisions of the net metering and easy connection act shall not preclude the state corporation commission from approving net metering tariffs upon request of an electric utility for other methods of renewable generation not prescribed in subsection (b)(1) of K.S.A. 2015 Supp. [66-1264](#), and amendments thereto.

History: L. 1979, ch. 208, § 1; L. 2001, ch. 196, § 1; L. 2007, ch. 180, § 5; L. 2009, ch. 141, § 22; L. 2014, ch. 68, § 1; July 1.

**Ordinance No. _____
Exhibit "A"**

**City of _____, Kansas
Electric Department**

**Net Metering
Policy & Procedures
for Customer-Owned
Renewable Energy Resources**

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DRAFT

1. INTRODUCTION

The provisions of this Net Metering policy shall apply only to Customer Generators with Renewable Energy Resources approved by the City.

2. NET METERING GENERAL PROVISIONS:

- a. The City shall offer Net Metering to its Customers that wish to generate electricity on the Customer's side of the meter using only renewable resources for energy sources.
- b. Net Metering is intended for Customer Generators with a rated output of less than 25,000 watts (25 kW). Systems rated for more than 25 kW will be handled under a different process and may involve the local control area and regional transmission organization.
- c. The City shall make Net Metering available to eligible Customer Generators within its service area on a first-come, first-served basis. The maximum total rated capacity in kW of customer generation that will be allowed on the City's system shall be restricted to not more than _____ percent (*example: one percent*) of the City's peak demand during the previous Annualized Period.
- d. Customer Generators shall be equipped with properly approved City metering equipment that can measure the flow of electricity in both directions at the same rate, typically through use of a single bi-directional meter. Necessary metering will be supplied and installed by the City.
- e. Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period exceeds the electricity supplied by the City in such billing period, the City shall settle with the Customer Generator for the excess kilowatt-hours (kWh) in accordance with the billing practices described in this policy.
- f. If a Customer Generator formally terminates Net Metering, the City shall treat the end of the service period as if it were the end of the billing period and, if applicable, settle with the Customer Generator according to the appropriate billing practices.
- g. The City shall provide Net Metering at non-discriminatory rates that are identical with respect to the applicable customer rate class, retail rate components, and any monthly charges, to the rates that a customer would be charged if not a Customer Generator.
- h. The City shall not charge a Customer Generator any fee or charge, or require additional equipment or any other requirement, unless the fee, charge, or other requirement is specifically authorized under the terms of the Interconnection Agreement, this Policy or if the fee, charge or other requirement would apply to other customers that are not Customer Generators. Any insurance coverage that may be required is specifically exempted from this paragraph, however, and is subject to the terms of the Interconnection Standards for Parallel Installation and Operation of Customer-Owned Electric Generating Facilities.

- i. Nothing in this Policy shall abrogate any Customer's obligation to comply with all applicable Federal, State, or local laws, codes, or ordinances; nor with the Standards, Service Regulations, and Policies of the City.

3. INTERCONNECTION STANDARDS

- a. To qualify for Net Metering, Customer Generators must comply with the City's Interconnections Standards for Parallel Installation and Operation of Customer-Owned Electric Generating Facilities.

4. REQUEST

- a. The Customer Generator shall make a request for Net Metering by completing the City's Application for Net Metering and the City's Application for Interconnection. The City may require additional details or clarifications as needed to properly evaluate the application.

DRAFT

5. BILLING PRACTICES *(City Must Select One of the Following Four Options)*

Option #1: Net Metering Credit – Energy (kWh) Credit

- a. **Positive Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is less than the electricity delivered by the City during such billing period, after any offset from credited kilowatt-hours carried forward from prior billing periods, billing for the net energy supplied by the City will be made in accordance with the rate schedule applicable to the Customer's assigned rate class and all applicable riders.
- b. **Negative Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is more than the electricity supplied by the City in a billing period, the City shall credit the Customer Generator for the excess kilowatt-hours for use in subsequent billing periods.
- c. Regardless of whether the Customer Generator is entitled to receive financial credit for excess electrical energy from a prior billing period, Customer Generators remain responsible for all charges incurred during each billing period including, but not limited to: customer charges, facilities charges, demand charges, environmental charges, transmission charges, any late payment charges, and any requirements for deposits or special charges or fees that may be applied.
- d. Any net excess generation credit remaining in a Customer Generator's account at the end of each Annualized Period shall expire.

Option #2: Net Metering Credit – Financial Credit at Retail Rate

- a. **Positive Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is less than the electricity delivered by the City during such billing period, after any financial credit carried forward from prior billing periods, billing for the net energy supplied by the City will be made in accordance with the rate schedule applicable to the Customer's assigned rate class and all applicable riders.
- b. **Negative Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is more than the electricity supplied by the City in a billing period, the City shall credit the Customer Generator for the excess kilowatt-hours for use in subsequent billing periods. The excess kilowatt-hours will be credited to the Customer Generator's account on a monetary basis in accordance with the rate schedule applicable to the Customer's assigned rate class and all applicable riders.
- c. Regardless of whether the Customer Generator is entitled to receive financial credit for excess electrical energy from a prior billing period, Customer Generators remain responsible for all charges incurred during each billing period including, but not limited to: customer charges, facilities charges, demand charges, environmental charges, transmission charges, any late payment charges, and any requirements for deposits or special charges or fees that may be applied.
- d. Any net excess generation credit remaining in a Customer Generator's account at the end of each Annualized Period shall expire.

Option #3: Net Metering Credit – Financial Credit at System Average Energy Cost

- a. **Positive Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is less than the electricity delivered by the City during such billing period, after any financial credit carried forward from prior billing periods, billing for the net energy supplied by the City will be made in accordance with the rate schedule applicable to the Customer's assigned rate class and all applicable riders.
- b. **Negative Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is more than the electricity supplied by the City in a billing period, the City shall credit the Customer Generator for the excess kilowatt-hours for use in subsequent billing periods. The excess kilowatt-hours will be credited to the Customer Generator's account on a monetary basis in accordance with the System Average Energy Cost.
- c. Regardless of whether the Customer Generator is entitled to receive financial credit for excess electrical energy from a prior billing period, Customer Generators remain responsible for all charges incurred during each billing period including, but not limited to: customer charges, facilities charges, demand charges, environmental charges, transmission charges, any late payment charges, and any requirements for deposits or special charges or fees that may be applied.
- d. Any net excess generation credit remaining in a Customer Generator's account at the end of each Annualized Period shall expire.

Option #4: Monthly Settlement

- a. **Positive Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is less than the electricity delivered by the City during such billing period, billing for the net energy supplied by the City will be made in accordance with the rate schedule applicable to the Customer's assigned rate class and all applicable riders.
- b. **Negative Net Consumption.** Whenever the amount of electricity delivered by an eligible Customer Generator in a billing period is more than the electricity supplied by the City in a billing period, the excess electric energy shall be retained by the City as a contribution to fixed costs associated with owning and maintaining the facilities required to provide electric service.
- c. Customer Generators remain responsible for all charges incurred during each billing period including, but not limited to: customer charges, facilities charges, demand charges, environmental charges, transmission charges, any late payment charges, and any requirements for deposits or special charges or fees that may be applied.
- d. Any net excess generation credit remaining in a Customer Generator's account at the end of each Annualized Period shall expire.

6. **ELIGIBILITY:**
Interconnection to the electric system shall be granted only to new or existing customers, in good standing, under the City's electric service schedules. All agreements hereunder shall be between the Customer Generator and the City and will not include third parties.
7. **REQUEST:**
The Customer Generator shall make a request by completing the attached documents entitled "Application for Net Metering" and "Application for Interconnection." The City may require additional information or clarifications as needed to properly evaluate the application.
8. **SYSTEM EFFECTS:**
The City will analyze the overall impact of the proposed generating facility on the transmission and distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc.
9. **SYSTEM UPGRADES:**
As a result of the above analysis, the City will provide the Customer Generator with a cost estimate and projected timeframe for any system upgrades, to be paid for by the Customer Generator, that may be necessary to accommodate the generating facility.
10. **CODES AND PERMITS:**
 - a. The Customer Generator shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
 - b. The equipment shall meet the standards listed in the attached document entitled "National Certification Codes and Standards".
 - c. The construction and facilities shall meet all local building and electrical codes.
11. **CERTIFICATE OF COMPLETION:**
Upon completion of the generating facility and prior to normal operation, the Customer Generator shall provide a signed copy of the attached document entitled "Certificate of Completion" as required by the Interconnection Agreement.
12. **NORMAL OPERATION:**
The Customer Generator may begin normal operation of the generating facility upon completion of all documentation, inspection by, and receipt of written approval from the City.
13. **DEFINITIONS:**
All capitalized terms and phrases throughout this set of standards shall be defined as indicated in the attached Glossary of Terms.

Application for Net Metering

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the City.

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Customer Signature

I agree to abide by the terms and conditions of the City's Net Metering Policy & Procedures for Customer-Owned Renewable Energy Resources.

Signed: _____

Date: _____

For Office Use Only

Requirements for Approval of Net Metering

The City must verify that the following requirements are met in order for Customer Generator to qualify for Net Metering:

- Qualified Renewable Energy Resource
- Application for Interconnection
- Interconnection Agreement
- Certificate of Completion

City Signature: _____

Title: _____ Date: _____

Application ID number: _____

Glossary of Terms

Annualized Period – The City’s twelve calendar month fiscal year; that is, from January 1 through December 31 of the same year.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Customer – Any entity interconnected to the City’s distribution system for the purpose of receiving retail electric power service from the City’s distribution system.

Customer Generator – The owner or operator of a net metered facility which:

- 1) is powered by a renewable energy resource;
- 2) is located on a premises owned, operated, leased or otherwise controlled by the Customer Generator;
- 3) is interconnected and operates in parallel phase and synchronization with an affected utility and is in compliance with the standards established by the affected utility;
- 4) is intended primarily to offset part or all of the Customer Generator’s own electrical energy requirements;
- 5) contains a mechanism, approved by the utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines in the event that service to the Customer Generator is interrupted.

Customer-Owned Generating Facility – The Customer's equipment for the production of electricity identified in the Interconnection Application.

Distribution System – The City's facilities and equipment used to transmit electricity to ultimate usage points including residential, commercial and industrial facilities directly from nearby generation points or from interchanges with higher voltage transmission networks which transport bulk power over longer distances.

Force Majeure – A Force Majeure event shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control”. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the

Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any Affiliate thereof.

Interconnection Application – The Customer's request to interconnect a new Customer-Owned Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Customer-Owned Generating Facility that is interconnected with the City's electrical system.

Net Metering - A bi-directional metering process using equipment sufficient to measure the difference between the electrical energy supplied by a Customer Generator to the City's Distribution System and the electrical energy supplied by the Customer Generator to the City and over an applicable billing period.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Renewable Energy Resource - Electric energy produced from solar or wind resources, or other energy resources defined as renewable by Kansas statute.

System Average Energy Cost – The current average cost of fuel and purchased energy for the billing period as determined by the City.

System Upgrades – The additions, modifications, and upgrades to the City's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Customer-Owned Generating Facility.

Adopted by the City Council / Board of Commissioners: _____ (date)

Revised: _____ (date)

(A copy of Ordinance No. _____ is attached)

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING NET METERING POLICY & PROCEDURES FOR
CUTOMER-OWNED RENEWABLE ENERGY RESOURCES.**

WHEREAS, The Governing Body of the City of _____, Kansas, finds that there is increasing interest in customer-owned renewable energy resources;

WHEREAS, Policies and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such customer-owned renewable energy resources with the City's electric utility system; and

WHEREAS, the Governing Body of the City of _____, Kansas, desires to enact certain uniform policies and procedures for such customer-owned renewable energy electrical generation.

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

SECTION 1, There is hereby adopted the Net Metering Policy and Procedures for Customer-Owned Renewable Energy Resources

SECTION 2, Net Metering Customer Generators must meet all the applicable requirements of the City's Interconnection Standards for Parallel Installation and Operation of Customer-Owned Electric Generating Facilities in addition to the requirements of the Net Metering Policy and Procedures for Customer-Owned Renewable Energy Resources.

SECTION 3, This ordinance shall be effective upon its adoption and publication in the official city newspaper.

APPROVED AND ADOPTED by the governing body of the City of _____, Kansas, this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

**Interconnection Standards for
Installation and Parallel Operation of
Customer-Owned Residential and Commercial
Renewable Energy Generation Facilities**

City of Osawatomie, Kansas

July 25, 2016

DRAFT

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DRAFT

OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for eligible customers (“Customer-Generator”) to interconnect and operate Customer-Owned Renewable Energy Generation Facilities in parallel with the City of Osawatomie (“City”) Electric Distribution System.

2. ELIGIBILITY:

- A. Must be a Residential or Commercial electric customer with an eligible Customer-Owned Renewable Energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and that receives retail electric service furnished through an electric meter or meters capable of recording the flow of electricity in each direction. Specific metering shall be at the City’s discretion.
- B. Customer-Generator’s utility account must be in good standing and in compliance with the City’s electric rate schedules, Electric Utility Rules and Regulations, and these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- C. A Generation Facility that is not a Renewable Energy Generation Facility as defined herein or if such facility has a rated output greater than 25 kWAC for Residential Customer-Generators and 200 kWAC for Commercial Customer-Generators is subject to separate negotiation with the City and is not eligible to interconnect with the Electric Distribution System under these Interconnection Standards.
- D. For purposes of these Interconnection Standards, an eligible Generation Facility must:
 1. Be powered by a Renewable Energy Resource as defined in Kansas Statutes Annotated 66-1264 and amendments thereto;
 2. Be owned by the Customer-Generator;
 3. Be located on a premises owned by the Customer-Generator;
 4. Serve only the Customer-Generator’s premises (serve no other customers);
 5. Be interconnected with and operate in parallel phase and synchronization with the Electric Distribution System;
 6. Comply with these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities;
 7. Be intended primarily to offset part or all of the Customer-Generator’s own electrical energy requirements;
 8. Contain a City-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of electricity back onto the Electric Distribution System in the event that electric service to the Customer-Generator is interrupted.
 9. Meet all of the following generator output limitations:
 10. For Residential Customer-Generators, 25 kWAC or less;

11. For Commercial Customer-Generators, 200 kW_{AC} or less;
12. Be appropriately sized to the Customer-Generator's electric load as
13. determined by the City;
14. Total Customer-Owned generator rated output in kW_{AC} under the City's Net Metering/Parallel Generation Rate Rider shall not exceed five percent (5%) of the previous calendar year City electric system peak demand. No Generation Facility shall be interconnected that would cause the rated output of all Customer-Owned Generation Facilities under the Net Metering/Parallel Generation Rate Rider to exceed five percent (5%) of the previous calendar year electric system peak demand.

3. INTERCONNECTION REQUEST:

The Customer-Generator shall request interconnection of its Generation Facility by completing and submitting the attached "Interconnection Application" to the City. The City may require additional information or clarification to evaluate the Customer-Generator's Interconnection Application. Interconnection Applications will be reviewed by the City in the order in which they are received. If the City determines that an Interconnection Application is incomplete, the City will notify the Customer-Generator that the Application is incomplete, provide a description of information needed to complete the Application, and include a statement that the Application cannot be processed until the Application is complete.

4. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

- A. After receiving a properly completed Interconnection Application, the City will analyze the potential impact of the proposed Generation Facility on the Electric Distribution System and on other City electric customers. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:
- B. The Customer Generation Facility's proposed interconnection point is on a radial distribution circuit and not a transmission line.
- C. The proposed Generation Facility complies with IEEE 1547 and UL 1741 standards.
- D. The proposed Generation Facility's rated output in aggregation with other generation on the circuit shall not exceed 15 percent (15%) of the total circuit peak demand (kW) as most recently measured at the substation during the previous 12-month period; nor shall it exceed 15 percent (15%) of a distribution circuit line section annual peak demand (kW).
- E. The proposed Generation Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed interconnection point.
- F. The proposed Generation Facility, in aggregation with other generation located on the distribution circuit, shall not cause any distribution protective devices and equipment including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the Electric Distribution System to be exposed to fault currents exceeding 85 percent (85%) of the short circuit interrupting capability.

- G. No additional Generation Facilities shall be interconnected on a circuit that meets or exceeds 85 percent (85%) of its short circuit interrupting capability.
- H. No Generation Facility shall be interconnected that would cause the total rated output of all interconnected Customer-Owned Generation Facilities to exceed five percent (5%) of the previous year City Electric System peak demand.
- I. When a proposed Generation Facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
- J. The proposed Generation Facility installation must be certified to pass an applicable non-islanding test, or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
- K. When the Applicant's facility is to be connected to three-phase, four-wire primary distribution lines, a three- or single-phase generator will be connected line-to-neutral and will be effectively grounded.
- L. A review of the type of electrical service provided to the Customer-Generator, including line configuration, and the transformer connection, will be conducted to limit the potential for creating over voltages on the Electric Distribution System due to a loss of ground during the operation time of any anti-islanding function.
- M. When the proposed Generation Facility is to be interconnected on a single-phase shared secondary line, the aggregate generation rated output on the shared secondary line, including the proposed Generation Facility, shall not exceed ten kilowatts alternating current (10 kW_{AC}).

Feasibility Analysis

If the proposed Generation Facility fails to meet one or more of the above requirements, the Customer-Generator may request that the City complete an analysis to determine the feasibility of interconnecting the proposed Generation Facility to the Electric Distribution System. The Feasibility Analysis shall include:

- (1) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.
- (2) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.
- (3) Initial review of grounding requirements and system protection.
- (4) A description and nonbinding estimated cost of facilities required to interconnect the Generation Facility to the Electric Distribution System in a safe and reliable manner.

The actual cost of the Feasibility Analysis shall be paid by the Customer-Generator. The City will provide an estimated cost of the Feasibility Analysis to Customer-Generator and Customer-Generator shall advance 50% of such estimated cost to the City. When Feasibility Analysis cost exceeds 50% of the estimated cost, the City shall bill Customer-Generator as such fees are incurred. Customer-Generator shall pay all such invoiced amounts within 30 days.

System Impact Study

If the Feasibility Analysis concludes that interconnection of the proposed Generation Facility would create an adverse system impact, a System Impact Study is required. A System Impact Study evaluates the impact of interconnection of the proposed Generation Facility on the safety and reliability of the Electric Distribution system. The study shall:

1. Identify and detail the system impacts that result if the proposed Generation Facility is interconnected without project or system modifications.
2. Consider the adverse system impacts or potential impacts identified in the Feasibility Analysis.
3. Consider all Generation Facilities that, on the date the System Impact Study is commenced, are interconnected with the Electric Distribution System.
4. Consider pending Interconnection Applications of Generation Facilities requesting interconnection to the Electric Distribution System.

The System Impact Study shall consider the following criteria:

1. A load flow study.
2. A short circuit analysis.
3. A stability analysis.
4. Voltage drop and flicker studies.
5. Protection and set point coordination studies.
6. Grounding reviews.

The City shall state the underlying assumptions of the System Impact Study and share the results of the analyses with the Customer-Generator, including the following:

1. Any potential impediments to providing the requested interconnection service.
2. Any required Electric Distribution System Upgrades and the estimated cost and time to engineer and construct said System Upgrades.

The actual cost of the System Impact Study shall be paid by the Customer-Generator. The City will provide an estimated cost of the System Impact Study to Customer-Generator and Customer-Generator shall advance 50% of such estimate to the City. When System Impact Study cost exceeds 50% of the estimated cost, the City shall bill Customer as such fees are incurred. Customer-Generator shall pay all such invoiced amounts within 30 days.

5. SYSTEM UPGRADES:

The City shall not be obligated to make upgrades or improvements to its Electric Distribution System to accommodate the Customer-Generator's Generation Facility. Where System Upgrades are required prior to interconnection of a Generation Facility as identified in the System Impact Study, the City will provide the Customer-Generator with an estimated schedule and the Customer-Generator's estimated cost for said System Upgrades.

6. INTERCONNECTION AGREEMENT:

After the Customer-Generator and the City have identified and mutually agreed on the project scope including the Generation Facility, System Upgrades and estimated costs (if any), the Customer-Generator and the City shall execute the attached document entitled "Interconnection Agreement." The Interconnection Agreement shall be between the City and the Customer-Generator and shall not include third parties. Prior to commencement of System Upgrades required to allow interconnection

of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. See “Section 4 Interconnection Costs” of the Interconnection Agreement for additional information.

7. CODES AND PERMITS:

- A. The Customer-Generator shall be responsible for procuring all building, operating, environmental and other permits for the Generation Facility and for the necessary ancillary structures to be installed that are required by any Governmental Authority having jurisdiction.
- B. The Generation Facility and interconnecting equipment shall meet all requirements in “Technical Requirements” below.
- C. The construction and facilities shall meet all applicable building and electrical codes.

8. CERTIFICATION OF COMPLETION:

Upon completion of the Generation Facility and prior to the Commercial Operation Date of said Facility, the Customer-Generator shall complete and submit a signed copy of the attached “Certificate of Completion.”

9. COMMERCIAL OPERATION:

The Customer-Generator may begin Commercial Operation of the Generation Facility upon receipt of written approval from the City.

10. DEFINITIONS:

All capitalized terms and phrases throughout this set of standards shall be defined as indicated in the attached Definitions.

TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the Residential or Commercial electric rate schedule that would apply if the Customer-Generator did not have an interconnected Generation Facility.

2. CODE REQUIREMENTS:

The Generation Facility shall meet all requirements established by the most current versions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), National Electrical Safety Code 2 (NESC C2), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL). Specific applicable codes are shown below as “Standards for Interconnection, Safety and Operating Reliability.” In addition, manufacturer’s ownership, operation and maintenance manuals or documents and applicable equipment settings shall be provided to the City with the Interconnection Application. The City shall review said manuals or documents as part of the Interconnection Application review process.

3. GENERATION FACILITY CONTROL:

The control system of the Generation Facility shall comply with IEEE and UL specifications and standards for parallel operation with the Electric Distribution System, and in particular as follows:

- a. Power output control system shall automatically disconnect from the Electric Distribution System: 1) upon loss of System voltage; 2) if System voltage fluctuates more than plus or minus ten percent 10%; or 3) if frequency fluctuates plus or minus two cycles (2 Hertz). The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.
- b. Inverter output Harmonic Distortion shall meet IEEE and UL requirements.
- c. The Generation Facility shall meet applicable IEEE and UL standards concerning impacts to the Electric Distribution System with regard to Harmonic Distortion, Voltage Flicker, power factor, direct current injection and electromagnetic interference.

4. FAULT CURRENT PROTECTION:

The Generation Facility shall be equipped with protective equipment designed to automatically disconnect from the Electric Distribution System during fault current conditions. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

5. RECLOSING COORDINATION:

The Generation Facility shall be coordinated with Electric Distribution System reclosing devices by disconnecting from the System during de-energized System operation. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

6. EXTERNAL GENERATOR AC DISCONNECT SWITCH:

The Customer-Generator shall install an external alternating current (AC) disconnect switch within six (6) feet of the City electric meter(s) that is visible and readily accessible to City representatives at all times. This switch shall be clearly labeled as "Generator AC Disconnect Switch." This manual switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position.

The Generator AC Disconnect Switch shall serve as a means of isolating the Generation Facility during Customer-Generator maintenance activities, routine outages, or emergencies. The City shall give notice to the Customer-Generator before the manual switch is locked open or a isolating device used, if possible, and otherwise shall give notice as soon as practicable after locking open or isolating the Generation Facility.

7. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:

The interconnection of a Generation Facility and associated equipment to the Electric Distribution System shall meet the applicable provisions of the following publications or successor standards:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
 1. IEEE Standard 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 2. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. UL 1741 Standard for Inverters, Converters and Controllers for Use in Independent Power Systems
- c. ANSI/NFPA 70, National Electrical Code
- d. National Electrical Safety Code C2
- e. OSHA (29 CFR § 1910.269)
- f. IEEE Standard 929-2000, *IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*
- g. IEEE Standard C37.90.1-1989 (R1994), *IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems*
- h. IEEE Standard C37.90.2 (1995), *IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers*
- i. IEEE Standard C62.41.2-2002, *IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits*
- j. IEEE Standard C62.45-1992 (R2002), *IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits*
- k. ANSI C84.1-1995 *Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)*

8. ACCESS AND INSPECTION BY CITY:

Customer-Generator shall provide the City reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility. The City may witness any commissioning tests required by IEEE 1547/UL 1741.

Following initial testing and inspection of the Generation Facility and upon reasonable advance notice to Customer-Generator, the City shall have access at reasonable times to the Generation Facility to perform on-site inspections to verify that the installation, maintenance and operation of the Generation Facility complies with the requirements of these Interconnection Standards. The City's cost of such inspection(s) shall be at the City's expense; however, the City shall not be responsible for other costs Customer-Generator may incur as a result of such inspection(s). Upon written request, Customer-Generator shall inform the City of the next scheduled maintenance and allow the City to witness the maintenance program and any associated testing.

The City shall at all times have immediate access to the external Generator AC Disconnect Switch to isolate the Generation Facility from the Electric Distribution System.

9. GENERATION FACILITY OPERATION:

- A. Customer-Generator shall install, operate and maintain, at Customer-Generator's sole cost and expense, the Generation Facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facility in parallel with the Electric Distribution System. Customer-Generator shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facility. Upon request from the City, Customer-Generator shall supply copies of periodic test reports or inspection logs.
- B. Customer-Generator shall be responsible for protecting, at Customer-Generator's sole cost and expense, the Generation Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- C. Customer-Generator agrees that, without prior written permission from the City, no changes shall be made to the configuration of the Generation Facility as approved by the City, and no relay or other control or protection settings shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facility complies with City-approved settings.
- D. Customer-Generator shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer-Generator shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the electric service rendered by the City to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer-Generator understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the City.
- E. Customer-Generator's control equipment for the Generation Facility shall immediately, completely, and automatically disconnect and isolate the Generation Facility from the Electric Distribution System in the event of a fault on the Electric Distribution System, a fault on Customer-Generator's electric system, or loss of a source or sources on the Electric Distribution System. The automatic disconnecting device included in such control equipment shall not automatically reclose. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility. Additionally, if the fault is on Customer-Generator's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer-Generator's electric system.

10. RIGHT TO DISCONNECT GENERATION FACILITY:

The City shall have the right and authority to disconnect and isolate the Generation Facility without notice at the City’s sole discretion if the City believes that any of the following have occurred or is occurring:

- A. Adverse electrical effects (such as power quality problems) on the Electric Distribution System and/or the electrical equipment of other electric customers attributed to the Generation Facility as determined by the City.
- B. Electric Distribution System emergencies or maintenance requirements
- C. Hazardous conditions existing on the Electric Distribution System as a result of the operation of the Generation Facility, protective equipment or protective equipment settings.
- D. Failure of the Customer-Generator to maintain required insurance and to provide the City with proof of insurance within ten (10) days of request. The City shall be named as an additional “insured” on said insurance policy.
- E. City identification of uninspected or unapproved equipment or modifications to the Generation Facility after initial approval.
- F. Recurring abnormal operation, substandard operation or inadequate maintenance of the Generation Facility.
- G. In non-emergency situations, the City shall give Customer-Generator notice of noncompliance including a description of the specific noncompliance condition and allow Customer-Generator a reasonable time to cure the noncompliance prior to disconnecting and isolating the Generation Facility.
- H. In the event that the City disconnects the Generation Facility for routine maintenance, the City shall make reasonable efforts to reconnect the Generation Facility as soon as practicable.
- I. The Customer-Generator retains the option to temporarily disconnect the Generation Facility from the Electric Distribution System at any time. Such temporary disconnection shall not constitute termination of the Interconnection Agreement unless the Customer-Generator exercises its termination rights under Section 14.
- J. Generation Facility protective equipment shall be tested at least every two years.

11. RATES AND OTHER CHARGES:

- A. Customer-Generator must participate in the City’s Renewable Energy Net Metering/Parallel Generation Rate Rider as a condition of interconnecting a Customer-Owned Generation Facility.
- B. Customer-Generator must complete and submit to the City the Renewable Energy Net Metering/Parallel Generation Rate Rider Application for Service. The City shall not approve a Customer-Owned Generation Facility Interconnection Application that does not include a properly completed Net Metering/Parallel Generation Rate Rider Application for Service.

- C. Terms and conditions of service under the Renewable Energy Net Metering/Parallel Generation Rate Rider are included in said Rate Rider.

12. INSURANCE:

The Customer-Generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the Generation Facility being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Customer-Generator agrees to assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to the property of the City; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

14. EFFECTIVE TERM AND TERMINATION RIGHTS:

The Interconnection Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Section. The Interconnection Agreement may be terminated for the following reasons:

- A. Customer-Generator may terminate the Interconnection Agreement at any time by giving the City at least sixty (60) days' prior written notice stating Customer-Generator's intent to terminate the Agreement at the expiration of such notice period;
- B. The City may terminate the Agreement at any time following Customer-Generator's failure to generate energy from the Generation Facility in parallel with the Electric Distribution System by the later of two (2) years from the date of execution of the Interconnection Agreement or twelve (12) months after completion of the interconnection provided for by the Agreement;
- C. Either Party may terminate the Interconnection Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or

- D. The City may terminate the Interconnection Agreement at any time by giving Customer-Generator at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting the Agreement.

Upon termination of the Interconnection Agreement, Customer-Generator's Generation Facility shall be permanently disconnected from the Electric Distribution System.

Termination of the Interconnection Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of said termination.

15. TERMINATION OF ANY PRIOR AGREEMENT:

From and after the date when service commences under the Interconnection Agreement, the Agreement shall supersede any oral and/or written agreement or understanding between the City and Customer-Generator concerning interconnection service. Any such prior agreement or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

16. FORCE MAJEURE:

For purposes of the Interconnection Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Kansas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

If either Party is rendered wholly or partly unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

INTERCONNECTION APPLICATION
City of Osawatomie
Customer-Owned Renewable Energy Generation Facility

This Application for Interconnection of a Customer-Owned Renewable Energy Generation Facility is complete when it provides all applicable and correct information required below. The City may require additional information or clarification to evaluate the Interconnection Application. Processing of this Application cannot begin until all requested information is complete.

Processing Fee

A non-refundable processing fee of \$500 must accompany this Application.

Customer-Generator

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Generation Facility owned by the Customer-Generator listed above? Yes No

Contact (if different from Customer-Generator)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Generation Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____

Model _____

Nameplate Rating: (kW) _____ (kVA) _____

System Design Rated Output: (kW_{AC}) _____ (kVA_{AC}) _____

Energy Source: Solar Wind Other _____

Is the Generation Facility equipment IEEE 1547/UL 1741 Certified? Yes No

If Yes, attach manufacturer's documentation showing IEEE 1547/UL 1741 certification

Is a City Accessible External Generator AC Disconnect Switch Provided (Required) Yes No

Location of City Accessible External Generator AC Disconnect Switch

(e.g. Two feet west of electric meter) _____

Estimated Generation Facility Installation Date: _____

Estimated Generation Facility Commercial Operation Date: _____

List components of the Generation Facility equipment package that are currently certified:

Equipment Type Certifying Entity

1. _____

2. _____

3. _____

4. _____

Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one line diagram of the Generation Facility. The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example.

DRAFT

Copies of manufacturer's ownership, operating and maintenance manuals and equipment settings for all Generation equipment, inverters, and other proposed Generation Facility equipment must be submitted with this Application.

Customer-Generator Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City's Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities and will return the Certificate of Completion to the City when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

----- City Use -----

Contingent Approval to Interconnect the Generation Facility

Interconnection of the Generation Facility is approved contingent upon Customer-Generator's compliance with all terms and conditions of the City's Interconnection Standards and upon return of the Certificate of Completion prior to commencement of commercial operation of said Generation Facility.

City Signature: _____

Title: _____ Date: _____

Application Number: _____

City waives inspection/witness test? Yes No Initial _____

INTERCONNECTION AGREEMENT

City of Osawatomie

Customer-Owned Renewable Energy Generation Facility

This Agreement, (“**Agreement**”) is entered into by and between the City of Osawatomie, Kansas (“**City**”) and _____, (“**Customer-Generator**”). The Customer-Generator electric account subject to this Agreement is Account Number _____. Customer-Generator and City are referenced in this Agreement collectively as “**Parties**” and individually as “**Party.**”

Recitals

WHEREAS, the City owns and operates an Electric Distribution System serving the City of Osawatomie, Kansas, and surrounding area;

WHEREAS, Customer-Generator owns or desires to install, own and operate a City-approved Renewable Energy Generation Facility interconnected with and operating in parallel with said Electric Distribution System;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement governs the terms and conditions under which the Customer-Generator’s Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

3. PARALLEL OPERATION:

Customer-Generator shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility as provided herein has been provided by City. City shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

The City has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution System and Customer-Generator service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System Upgrade costs. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer-Generator, the City will refund the difference to the Customer-Generator within 60 days of completing said System Upgrades. If the actual costs of said System

Upgrades exceed the amount deposited by the Customer-Generator, the City shall bill the Customer-Generator for the difference. Customer-Generator agrees to pay the invoiced amount within 30 days of the invoice date.

5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The City may require the Customer-Generator to interrupt or reduce energy deliveries when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Good Utility Practices. No compensation or credit will be provided to the Customer-Generator by the City for such interruptions or reductions in energy deliveries.

6. ADVERSE OPERATING EFFECTS:

Interconnection of the Generation Facility shall not reduce the reliability or quality of City Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The City shall notify the Customer-Generator as soon as practicable if, based on Good Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other City electric customers or if operating the Generation Facility may damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the City may disconnect the Generation Facility with no further notice.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Customer-Generator shall assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to City property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

8. ACCESS TO PREMISES:

The City shall have access to the Customer-Generator premises or property and to the External AC Generator Disconnect Switch as permitted in its policies, Rules and Regulations and these Interconnection Standards.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Osawatomie, and City Electric Utility Rules and Regulations.

10. DOCUMENTS:

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities as the same may be amended from time to time.

11. NOTICES:

All written notices shall be directed as follows: **CUSTOMER-GENERATOR:**

Name: _____
Address: _____
City/State/Zip: _____

CITY OF OSAWATOMIE:

Name: _____
Title: _____
City/State/Zip: _____

DRAFT

CASH TRANSACTIONS REPORT

YEAR: THROUGH JUNE
City of Osawatomie

Page: 1
8/9/2016
10:34 am

Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	422,151.52	1,669,728.19	1,357,506.79	734,372.92
02-000-100.101	CASH & INVESTMENTS	179,812.64	419,189.85	400,195.65	198,806.84
03-000-100.101	CASH & INVESTMENTS	581,707.49	1,761,214.34	1,620,479.18	722,442.65
04-000-100.101	CASH & INVESTMENTS	69,806.10	682,686.79	460,812.54	291,680.35
05-000-100.101	CASH & INVESTMENTS	4,941.92	202,539.90	167,497.28	39,984.54
06-000-100.101	CASH & INVESTMENTS	106,246.95	12,860.22	7,161.29	111,945.88
07-000-100.101	CASH & INVESTMENTS	0.00	193.16	193.16	0.00
08-000-100.101	CASH & INVESTMENTS	7,399.18	10,447.59	3,364.89	14,481.88
09-000-100.101	CASH & INVESTMENTS	60,641.06	21,640.00	8,095.70	74,185.36
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	94,867.01	1,737.62	10,964.30	85,640.33
12-000-100.101	CASH & INVESTMENTS	111,836.75	59,284.33	125,353.65	45,767.43
13-000-100.101	CASH & INVESTMENTS	156,240.81	576,430.61	425,820.14	306,851.28
14-000-100.101	CASH & INVESTMENTS	3,673.08	48,644.70	30,946.61	21,371.17
15-000-100.101	CASH & INVESTMENTS	0.84	22,605.00	22,605.00	0.84
16-000-100.101	CASH & INVESTMENTS	245,326.31	421,268.21	482,039.52	184,555.00
17-000-100.101	CASH & INVESTMENTS	0.00	24.20	24.20	0.00
18-000-100.101	CASH & INVESTMENTS	5,600.86	194,739.21	188,019.83	12,320.24
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	39,737.00	45,120.18	41,211.76	43,645.42
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	41,003.09	116,588.39	72,261.70	85,329.78
25-000-100.101	CASH & INVESTMENTS	913,026.66	0.00	973,186.17	-60,159.51
26-000-100.101	CASH & INVESTMENTS	-368.00	368.00	0.00	0.00
27-000-100.101	CASH & INVESTMENTS	121,346.09	300,000.00	100,528.70	320,817.39
28-000-100.101	CASH & INVESTMENTS	569,576.78	0.00	264,195.27	305,381.51
30-000-100.101	CASH & INVESTMENTS	0.00	4,098,042.67	4,098,042.67	0.00
33-000-100.101	CASH & INVESTMENTS	3,954,053.80	54,583.15	222,319.37	3,786,317.58
43-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
50-000-100.101	CASH & INVESTMENTS	32,174.07	19,535.14	12,584.55	39,124.66
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,666.54	7,636.76	6,036.76	15,266.54
53-000-100.101	CASH & INVESTMENTS	2,928.42	450.00	0.00	3,378.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		7,767,595.18	10,747,558.21	11,101,446.68	7,413,706.71
Total for 100.101		7,767,595.18	10,747,558.21	11,101,446.68	7,413,706.71
Grand Totals:		7,767,595.18	10,747,558.21	11,101,446.68	7,413,706.71

Osawatomie Fire Department

Osawatomie, KS

This report was generated on 7/10/2016 9:13:32 AM



Incident Type Count per Station for Date Range

Start Date: 04/01/2016 | End Date: 06/30/2016

INCIDENT TYPE	# INCIDENTS
Station: CIT - STATION CIT	
100 - Fire, other	1
117 - Commercial Compactor fire, confined to rubbish	1
151 - Outside rubbish, trash or waste fire	1
321 - EMS call, excluding vehicle accident with injury	2
412 - Gas leak (natural gas or LPG)	3
462 - Aircraft standby	1
551 - Assist police or other governmental agency	2
611 - Dispatched & cancelled en route	4
651 - Smoke scare, odor of smoke	1

Incidents for CIT - Station CIT: 16

Station: COU - STATION COU	
111 - Building fire	2
113 - Cooking fire, confined to container	1
142 - Brush or brush-and-grass mixture fire	4
143 - Grass fire	5
160 - Special outside fire, other	1
170 - Cultivated vegetation, crop fire, other	1
311 - Medical assist, assist EMS crew	1
321 - EMS call, excluding vehicle accident with injury	6
322 - Motor vehicle accident with injuries	8
363 - Swift water rescue	1
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	1
520 - Water problem, other	2
611 - Dispatched & cancelled en route	4
631 - Authorized controlled burning	1

Incidents for COU - Station COU: 39

Only REVIEWED incidents included.

Monthly Library Report - 2016

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2016 Total
Adult Books Purchased	18	93	35	61	56	20							283
Adult Books Donated	11	16	19	19	11	17							93
Adult CD/Audio Books Purchased	3	4	6	7	3	3							26
Adult DVD's Purchased	20	17	11	19	1	1							69
Adult DVD's Donated	1	0	0	0	0	0							1
Adult Total	53	130	71	106	71	41	0	0	0	0	0	0	472
Juvenile Books Purchased	33	24	67	38	9	24							195
Juvenile Books Donated	0	3	2	0	0	0							5
Juvenile CD/Audio Books Purchased	12	11	7	0	0	0							30
Juvenile DVD's Purchased	8	11	7	4	9	6							45
Juvenile DVD's Donated	0	2	1	1	0	0							4
Juvenile Total	53	51	84	43	18	30	0	0	0	0	0	0	279
Total Acquisitions	106	181	155	149	89	71	0	0	0	0	0	0	751
Fiction	1055	991	1236	1162	1036	1127							6607
Non Fiction	134	119	114	109	112	98							686
Paperbacks	22	26	23	32	22	21							146
Laptops	11	13	2	7	11	12							56
DVD Movies	1054	952	964	836	961	948							5715
Audio CD's - Books	68	51	61	96	56	63							395
Magazines	0	0	1	1	0	1							3
Audio CD's - Music	0	17	6	60	4	4							91
Microfilm Readers	1	7	6	2	1	2							19
ILL Microfilm	0	0	0	1	0	0							1
Adult Total	2345	2176	2413	2306	2203	2276	0	0	0	0	0	0	13719
Juvenile Fiction	553	572	718	606	656	832							3937
Juvenile Non Fiction	67	59	67	74	75	71							413
Video Games	34	32	49	31	19	30							195
Juvenile Total	654	663	834	711	750	933	0	0	0	0	0	0	4545
Interlibrary Books Borrowed	1083	1067	1429	1466	974	1041							7060
Interlibrary Books Loaned	628	615	577	582	701	864							3967
Internet Users	483	524	444	422	436	563							2872
Total Circulation	5193	5045	5697	5487	5064	5677	0	0	0	0	0	0	32163
Children's Programs	26	25	26	28	0	63							2015
Attendance	235	223	367	418	0	1988							168
Adult Programs	0	1	1	1	4	1							3231
Attendance	0	37	16	13	32	3							8
Library Visitors	1967	1683	2202	2168	2003	3132							101
Days Open	24	24	27	26	25	26							13155
													152

Golf Course Superintendent - 2nd Quarter Report

May- Greens get treated every two weeks

- Typical application is fungicide, wetting agent, fertilizer and turf growth regulator
- Green banks and Tee banks get treated once a month with growth regulator
- Tees are treated with fertilizer and growth regulator once a month

The use of growth regulator helps keep the turf dense and holds the cut longer, allowing us to only need to mow these areas once a week.

- Greens are top-dressed with sand every two weeks
 - o by being on a regular topdressing program we are able to keep the greens mower from scalping the turf, turf stays more level, and firmer

June – all maintenance practices are continued, along with all the mowing

- Fairways are sprayed with fertilizer every two weeks. We spray .3# of actual nitrogen/1000 sq. ft.
- Greens mower had roller bearings replaced and installed on 3 of the rollers,
- Rough mower had 3 belts replaced
- Surrounds mower (trim mower 2653) broke down and is currently in shop. Awaiting pricing on used piece of equipment to fit the need versus fixing the one that is in shop

July- all maintenance practices and mowing continue

- Idler arm and pulley replaced on rough mower
- Roller bearing replaced and installed on the collar mower
- New tubing installed on sprayer foamer assembly
- One tier of driving range sprayed with roundup, will be sodded with zoysia from areas on course
- Spot spraying of goosegrass and nutsedge in fairways
- Flapper valve installed on intake of irrigation pump
- Hand watering as needed on greens. We hand water so we can place the water where it is needed instead of watering the entire green we can control the amount of water that is being applied
- Growth regulator applied to zoysia fairways with all the fertilizer and warmer weather we use the regulator to help control the clippings. The fairways still need to be mowed 2x a week

Summary of jobs

- 2 hours to hand water greens 1x
- 10 hours to spray fairways 1x
- 3 hours to topdress and drag greens (2 men) 1x
- 8 – 10 hours spot spraying fairways 1x
- 3 hours to spray greens 1x
- 3 hours to spray green and tee surrounds and tee boxes 1x

John Brown Museum State Historic Site

Second Quarter Report, 2016

Grady Atwater, Site Administrator

Visitation for the Second Quarter of 2016

This visitor count includes the visitors who signed the visitor register, typically for every visitor who signs the register, one visitor fails to do so.

May Walk In Visitors

Osawatomie: 7

Miami County, Kansas: 10

Kansas: 60

Missouri: 22

Oklahoma: 10

Colorado: 6

Massachusetts: 2

Nevada: 1

Ohio: 2

Indiana: 7

Arizona: 5

Wisconsin: 3

Arkansas: 1

Louisiana: 3

California: 1

May Museum Tours: Village Tours, Wichita, Kansas: 48 Senior Citizens

Roving Volunteers in Christ's Service: 6 Senior Citizens from Texas,
Arkansas, Washington, and Pennsylvania.

Greeley, Kansas Elementary School 2 teachers and 4 students

Total May Walk In Visitors: 140

Total Visitors from Tours: 60

Total Visitors: 200

June Walk in Visitors

Osawatomie: 23

Miami County, Kansas: 16

Kansas: 85

Missouri: 25

Massachusetts: 1

Minnesota: 2

Ohio: 2

Arkansas: 3

Alaska: 1

Texas: 5

Wyoming: 4

North Carolina: 2

Florida: 1

Utah: 1

California: 3

Washington: 1

Alaska: 2

Arkansas: 2

Colorado: 4

Mary Buster Tours/John Brown Jamboree June 18, 2016 (There was a steady flow of visitors from 10:30 am to 5:30 pm, and many visitors today failed to sign the register)

Osawatomie: 5

Miami County, Kansas: 11

Kansas: 27

Missouri: 4

Arizona: 4

New Zealand: 1 (Had read about our local history in New Zealand!)

Georgia: 1

Texas: 1

June Museum Tours: Veterans Auto Club Tour: 30

Village Tour's Lincoln, Kansas: 31

Total Registered June Walk In Visitors: 189

Total Registered Mary Buster/John Brown Jamboree Tour Visitors: 54

Total Visitors from tours: 61

Total Registered June Visitors: 304

July Walk In Visitors

Osawatomie: 10

Miami County, Kansas: 8

Kansas: 65

Maryland: 7

Colorado: 4

Texas: 7

Oklahoma: 2

Florida: 5

Illinois: 4

New York City, New York: 3

Indiana: 2

South Carolina: 2

Tennessee: 2

Virginia: 7

California: 3

Ohio: 1

July Tour Visitors

Evangelical Covenant Church Triennial XV National Women's Conference Tour: 31
(Conference being held in Kansas City)

Total Registered July Walk In Visitors up to July 27th: 137

Total Museum Tour Visitors up to July 27th: 31

Total Registered July Visitors: 168

Total Registered Walk In Visitors for the Second Quarter, 2016: 466

Total Museum Tour Visitors for the Second Quarter: 152

Total Registered Visitors for the Second Quarter: 618

Volunteers

Cinda Atwater and Barbara Zuel volunteered as docents at the John Brown Museum State Historic Site in the Second Quarter, and Terry Jenkins, Sharon Holloman, Rosie Johnson, Bill and Cindy Manning, and Christy Birchard volunteered their time and talents working hard to plant and maintain the John Brown Museum Educational Gardens in John Brown Memorial Park during the second quarter of 2016. Their efforts are integral to helping to keep the John Brown Museum State Historic Site active and able to educate the public about Osawatomie's nationally and internationally important history and attract heritage tourists to Osawatomie.

Old Stone Church Activities

On June 4th, Mary Buster, the great, great, granddaughter of Florella Adair, John Brown's half-sister, gave a power-point presentation at the Old Stone Church titled "Florella Adair, Living in the Shadow of John Brown" to 30 Osawatomie and Miami County citizens. The presentation was a successful effort to educate Osawatomie's and Miami Counties citizens about Osawatomie's nationally and internationally important history.

Speaking Engagements

Grady Atwater gave a speech on John Brown and Osawatomie at the Garnett, Kansas Daughters of the American Revolution meeting on May 5th, which was well received, and helped to promote Osawatomie's nationally and internationally important history and heritage and worked to attract heritage tourists to Osawatomie.

Networking and Promotional Activities

Kansas Sampler Festival: Grady Atwater and Volunteers Cinda Atwater and Barbara Zuel represented the John Brown Museum State Historic Site and Osawatomie at the Kansas Sampler Festival in Winfield, Kansas on May 7th and 8th. The John Brown Museum State Historic Site/Osawatomie booth was in the Northeast Kansas Tourism Connection tent, and over 8,000 people attended the event, which helped to promote heritage tourism to Osawatomie and Grady Atwater was able to network with other community, county, and state representatives, which helped to promote the John Brown museum State Historic Site and Osawatomie as a heritage tourist destination.

Osawatomie Ministerial Association: Representing the Old Stone Church, Grady Atwater has taken a leadership role in the Osawatomie Ministerial Association, working with Reverend John Wastlund of the Osawatomie Wesleyan Church to lead the Osawatomie Ministerial Association. Atwater and Reverend Wastlund are leading an effort to raise funds for, and provide volunteer help to replace the curbs in John Brown Memorial Park. The fundraisers goal is to raise money for the project by encouraging the public to donate \$20.00 to pay for the curb replacement in a "Buy a Foot" fundraising campaign. In addition, members of the Osawatomie Ministerial Association are willing to volunteer to help city crews with the work involved with the curb replacement in John Brown Memorial Park.

The John Brown Museum State Historic Site was voted "Best Tourism Location" for 2016 by the readers of the Miami County Republic. This is the second year in a row that the John Brown Museum State Historic Site was voted as the "Best Tourism Location." Grady Atwater attended

2016 - 2nd Quarter Building Permits Report			
Category	Total Permits	Total Value	Revenue Received by City G.F.
New SFD			
Residential remodel	3	\$42,000.00	\$360.00
Res. addition			
New commercial			
Commercial remodel			
Comm. Addition			
Re-Roofs	10	\$45,050.00	\$300.00
Demo	2	\$0.00	\$60.00
Accessory Structures	2	\$2,600.00	\$0.00
Deck/porch/ramp	2	\$2,700.00	\$60.00
Fence	6	\$10,400.00	\$0.00
Siding/door/window	3	\$6,650.00	\$60.00
Concrete			
HVAC	4	\$17,988.00	\$120.00
Other mechanical			
Gas-pressure test	4	\$0.00	\$120.00
Hot water tank	2	\$1,300.00	\$60.00
Sewer repairs	2	\$2,500.00	\$60.00
Water service	3	\$950.00	\$90.00
Other plumbing	1	\$1,200.00	\$30.00
Elect. Serv. upgrade	8	\$21,600.00	\$240.00
Other Elect	3	\$780.00	\$90.00
Ag. Building			
Miscellaneous	2	\$21,018.00	\$60.00
Plav review (out)			
Sign	3	\$4,350.00	\$90.00
Water meter			
Electric meter			
Sewer tap			
Fire suppression			
Totals	60	\$181,086.00	\$1,800.00

2016 Nuisance Summary May-June

	Yard Nuisances	Health Nuisances	Yard Nuisances (Grass Only)	City takes care of	Other	Total
Resolved	4	4	16	15	0	39
Unresolved	8	1	24	0	0	33
Citations	0	0	0	0	0	0
Total	12	5	40	15	0	72