

OSAWATOMIE CITY COUNCIL
REVISED AGENDA
February 9, 2017
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. February 9, 2017 Agenda
 - B. Council Minutes for January 26, 2017
 - C. 2017 CMB Permit – Casey’s General Store #3560
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
 - A. Electric Generation Project - JEO Presentation and Project Update
 - ~~B. **Electric Generation Project – 9th Street Substation Contract Award**~~
 - C. Deed Land to Tri-Ko
10. New Business
 - A. Council Vacancy – Nominating Committee Report
 - B. Council Vacancy – Appointment to Vacant Ward 2 Council Seat
 - C. Ron’s Country Market – Request for Deposit Refund
 - D. 2017 Golf Course Contract – Great Life Golf Affiliation
 - E. 2016 Preliminary Financials
 - F. Request to Purchase Police Car from Kansas Highway Patrol
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session – **Non-Elected Personnel (10 minutes)**
15. Other Discussion/Motions
16. Adjourn

NEXT REGULAR MEETING – February 23, 2017

Osawatomie, Kansas. **January 26, 2017.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Hunter, Hampson, LaDuex, Maichel and Wright. Absent was Dickinson, Farley and Walmann. Also present was City Manager Don Cawby, City Attorney Dick Wetzler and City Clerk Tammy Seamands. Members of the public were: Interim Police Chief David Ellis, Director of Public Works & Utilities Blake Madden, Building Official Ted Bartlett, Interim Assistant Police Chief David Stuteville, Public Safety Officers Joseph Hawk, Alex Cochrane and Ryan Schultz, Jennifer McDaniel, Mike Matney, Ben Matney, Chase Homrighausen, Jamie Homrighausen, Bailey Corneilson, Grady Atwater, Eric Howell, Carolyn Hughes, Tina Kennedy, William Churchwell, Christina Churchwell and Michelle Williams.

INVOCATION. Grady Atwater, First Presbyterian Church

CONSENT AGENDA. **Motion** made by Hunter, seconded by LaDuex to Approve the Consent Agenda with the exception of items E & F related to the sports complex. Yeas: All.

COMMENTS FROM THE PUBLIC.

Grady Atwater, Senior Deacon with the First Presbyterian Church, spoke about how the members of the church volunteer with several things to help others in the community in need.

PRESENTATIONS.

SWEARING IN & PRESENTATION OF NEW POLICE OFFICERS. Interim Police Chief, Dave Ellis, introduced 4 of the new officers to the department in 2016. Trevor Roach (unavailable for the meeting), Joseph Hawk, Alex Cochrane and Ryan Schultz. City Clerk, Tammy Seamands, swore each of the officers in. Each officer gave a brief description of themselves.

EAST PACIFIC / WALNUT ALLEY CONCERNS. Concerns and questions have been brought up regarding an alley right-of-way between Pacific and Walnut on 1st Street after crews began work in the area. Michelle Williams, 101 E. Pacific, has lived there for 17 years and didn't realize there were safety concerns from neighbors and is not wanting to cause problems for them. She called the city a couple months prior regarding work she was considering doing with her driveway and garage. She is asking for a compromise to possibly leave the approach and move the barrier. Christina and William Churchwell, 125 E. Pacific, spoke of the vehicles that frequently enter their property and tearing things up. Things have been stolen and trash left from the foot traffic. Tina Kennedy, 100 E. Walnut, grew up in the neighborhood and always remembers there being a curb there with no entry. She stated the noise, foot traffic and damages in the yard due to the vehicles is a nuisance. Staff recommends to take out the approach and put the curb back in. **Motion** made by Hunter, seconded by LaDuex to Approve taking out the Approach and putting the Curb back in. Yeas: All.

PUBLIC HEARINGS. None

UNFINISHED BUSINESS.

CARNIVAL CONTRACT. Cawby explained that after the 2016 carnival sales, we are proposing making an amendment to the contract for 2017 and 2018 to lower the City's guarantee to \$20,000 but with no commission until we hit \$25,000 in sales. **Motion** made by Hampson, seconded by Maichel to Amend the Carnival Contract as presented. Yeas: All.

RESOLUTION OF SUPPORT FOR LIHTC APPLICATION. **Motion** made by Hunter, seconded by Hampson to Approve the Resolution of Support . Yeas: All.

NEW BUSINESS.

PARKS TRUCK BID. Blake Madden went over the truck bid information for the 1 ton truck with crew or double cab. Staff recommends going with the bid from Beckman Motors. **Motion** made by Hampson, seconded by Wright to Purchase the 2017 Chevy 3500HD Silverado from Beckman Motors for \$31,694. Yeas: All.

COUNCIL REPORTS.

Ted Hunter ~ This afternoon the funeral home needed a police escort for a funeral. The officer that was there handled himself very professionally and polite. Done a great job.

MAYOR'S REPORT.

Attended Local Government Day and it was very interesting.

Legislative Breakfast is coming up this Saturday.

Received a resignation from Councilman Farley, we are open for applications to fill the spot. Would like to have them by the end of next week so that the Nominating Committee has time to review them and make a recommendation soon.

CITY MANAGER'S REPORT.

We put out the CDBG Grant press release.

This Saturday we will be making the public announcement on the Fiber Grant.

Legislative Breakfast is coming up this Saturday.

For those that hadn't heard, Jennifer McDaniel will be a contract worker with the City, to help with social media and press releases for the newspaper.

ANNUAL DEPARTMENT REPORTS.

Ted Bartlett presented his quarterly permit information and year end animal shelter information.

David Stuteville presented quarterly totals from the police department.

Blake Madden presented all department information for the Public Works.

COMMITTEE DISCUSSION.

Attached description of board summaries. We need to try and get members for the boards or look at alternative methods of getting public input on the various issues covered by the board.

EXECUTIVE SESSION.

Motion made by LaDuex, seconded by Hunter to go into Executive Session for the purpose of Attorney-Client Matters and Consideration of Purchasing of Real Property including the City Council, City Attorney, City Manager and Mayor for 20 minutes ending at 8:57 p.m.

OTHER DISCUSSION/MOTIONS.

PROPOSED REAL ESTATE CONTRACT. **Motion** made by LaDuex, seconded by Maichel to Approve the Real Estate Lease Purchase Contract for 37 acres of land which is the un-platted portion of the Hickory Valley subdivision area. The lease purchase is for two years and will total \$130,000 when the purchase is finalized. Yeas: All.

Motion made by Hunter, seconded by Maichel to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:58 p.m.

/s/ Ashley Kobe

Ashley Kobe, Deputy City Clerk

CITY OF OSAWATOMIE



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P.O. Box 37
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www.osawatomieks.org

L. Mark Govea, Mayor

STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2017

AGENDA ITEM: 2017 CMB Permit

PRESENTER: City Clerk, Tammy Seamands

ISSUE SUMMARY: Cereal Malt Beverage licenses are issued on a calendar basis. Casey's General Store #3560 has filed for a CMB Permit. If approved, it will expire December 31, 2017. They have submitted all documentation needed.

- Casey's General Store #3560 is expected to open April 27th at its new location of 503 E. Main Street.

COUNCIL ACTION NEEDED: Review and vote on the proposed license.

STAFF RECOMMENDATION TO COUNCIL: Approve the CMB license as presented.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2017

AGENDA ITEM: Electric Project Update

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Dave Peterson from JEO is with us today to do a brief update on the project and to talk a little about the 9th Street substation. Included with this memo are the civil plans of the substation and a project budget for the 9th Street portion. Some of the expenses showing on this spreadsheet have already been obligated, such as switchgear, the transformer winding.

Dave is in town because we opened bids for the construction of the 9th Street Sub and he will be at our next meeting to bring forward the recommended bid awards.

COUNCIL ACTION NEEDED: None.

STAFF RECOMMENDATION TO COUNCIL: None.



OPINION OF COST
Oswatomi Electrical Generation Capacity
 141554
 February 7, 2017
 Cost Estimate
 Electrical Work

\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Group A	Group B	Alt. #1	Owner	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
100,000.00	963,677.34	125,442.37	870,578.00	2,059,697.71	1,189,119.71	\$ 1,367,487.66			

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	BUDGET TOTAL	TOTAL May 2016	TOTAL July 2016	TOTAL DEC 2016
Proposed 9th St. Substation								
1	102	CY	Generator Concrete Pads	\$ 850.00	\$ 86,866.14	\$ 86,866.14	\$ 86,866.14	\$ 86,866.14
2	3	EA	Generator Install (Crane Lift)	\$ 25,360.00	\$ 76,080.00	\$ 76,080.00	\$ 76,080.00	\$ 21,150.00
3	1080	LF	Generator Feeder to XFMR - 9 Sets of (4) #600's	\$ 40.66	\$ 17,053.20	\$ 43,910.64	\$ 43,910.64	\$ 43,910.64
4	360	LF	Generator Conduit to XFMR - 9 Sets of 4" C	\$ 28.00	\$ 10,080.00	\$ 10,080.00	\$ 10,080.00	\$ 10,080.00
5	455	LF	Generator Control Wires	\$ 1.07	\$ 486.85	\$ 486.85	\$ 486.85	\$ 486.85
6	455	LF	Generator Control Conduits - 1" C	\$ 6.45	\$ 2,934.75	\$ 2,934.75	\$ 2,934.75	\$ 2,934.75
7	3	EA	Transformer Fiberglass Bases	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
8	3	EA	Transformer Rewinding	\$ 22,500.00	\$ 67,500.00	\$ 61,500.00	\$ 61,500.00	\$ 61,500.00
9	3	EA	Transformer Install	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
10	3	EA	Transformer Infall	\$ 21,400.00	\$ 64,200.00	\$ -	\$ -	\$ -
11	4.67	EA	Neutral Reactor	\$ 850.00	\$ 3,966.67	\$ -	\$ -	\$ -
12	675	LF	Generator Feeder From XFMR to SWGR - (3) #350's (FN)	\$ 12.50	\$ 8,437.50	\$ 8,437.50	\$ 8,437.50	\$ 8,437.50
13	225	LF	Generator Neutral From XFMR to SWGR - 350 CU	\$ 9.29	\$ 2,089.58	\$ 2,089.58	\$ 2,089.58	\$ 2,089.58
14	225	LF	Generator Conduit From XFMR to SWGR - 6" C	\$ 50.00	\$ 11,250.00	\$ 11,250.00	\$ 11,250.00	\$ 11,250.00
15	345	LF	Trenching and Backfill	\$ 5.00	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00
16	5	EA	New Substation Switchgear Feeder Sections with Relay/CB	\$ 34,778.22	\$ 173,891.11	\$ 173,891.11	\$ 173,891.11	\$ 173,891.11
17	1	LS	Generator Integration/Generator Integration	\$ 50,000.00	\$ 50,000.00	\$ 270,928.00	\$ 270,928.00	\$ 270,928.00
18	3400	LF	Ground Grid - #4/3 Copper	\$ 6.32	\$ 21,477.80	\$ 21,477.80	\$ 21,477.80	\$ 21,477.80
19	81	EA	Ground Grid - Connections	\$ 99.50	\$ 8,059.50	\$ 8,059.50	\$ 8,059.50	\$ 8,059.50
20	165	EA	Ground Grid - Exothermic Welds	\$ 105.00	\$ 17,325.00	\$ 17,325.00	\$ 17,325.00	\$ 17,325.00
21	75	EA	Ground Grid - Ground Rod	\$ 140.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
22	1	LS	Prefabricated Metal Building	\$ 121,723.78	\$ 121,723.78	\$ 121,723.78	\$ 121,723.78	\$ 121,723.78
23	1000	\$/Sq Ft	Building Power/Lighting/Heating/Etc.	\$ 20.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
24	1	EA	Building AC Panel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
25	1	EA	Building DC Panel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
26	1	EA	Battery Charger	\$ 4,650.00	\$ 4,650.00	\$ 4,650.00	\$ 4,650.00	\$ 4,650.00
27	1	EA	Battery Rack	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
28	1	LS	34.5 KV OHT Tap Pole & Conductors	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
29	1	LS	Steel Structure	\$ 83,467.73	\$ 83,467.73	\$ 83,467.73	\$ 83,467.73	\$ 83,467.73
30	1	LS	GOAB's	\$ 33,387.09	\$ 33,387.09	\$ 33,387.09	\$ 33,387.09	\$ 33,387.09
31	1	LS	Arrestors	\$ 12,752.01	\$ 12,752.01	\$ 12,752.01	\$ 12,752.01	\$ 12,752.01
32	1	LS	Bus Work	\$ 23,185.48	\$ 23,185.48	\$ 23,185.48	\$ 23,185.48	\$ 23,185.48
33	1	LS	Duct	\$ 4,868.95	\$ 4,868.95	\$ 4,868.95	\$ 4,868.95	\$ 4,868.95
34	1	LS	Substation Grading	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
35	1	EA	34.5 KV Vacuum Circuit Breaker	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
36	41	CY	Substation Foundations	\$ 850.00	\$ 35,204.17	\$ 35,204.17	\$ 35,204.17	\$ 35,204.17
37	1	EA	Substation XFMR - 10 MVA	\$ 517,000.00	\$ 517,000.00	\$ 517,000.00	\$ 517,000.00	\$ 517,000.00
38	16	CY	Substation XFMR Foundation/Spill Basin	\$ 850.00	\$ 13,631.48	\$ 13,631.48	\$ 13,631.48	\$ 13,631.48
39	20	TON	Original - 4ft W x 4" Sidewalks; Revised - Concrete Duct Bank	\$ 850.00	\$ 17,000.00	\$ 11,480.00	\$ 11,480.00	\$ 11,480.00
40	166	TON	Crushed Rock with Dirt Compaction & Geo-Fabric	\$ 45.00	\$ 7,470.00	\$ 7,470.00	\$ 7,470.00	\$ 7,470.00
41	250	LF	6" Chain Link Fencing	\$ 25.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
42	1	LS	Generator Site Grading	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
				Sub Total	\$ 1,783,593.79	\$ 1,957,212.56	\$ 1,864,535.06	\$ 2,059,697.71
				Contingency 15%	\$ 267,539	\$ 293,582	\$ 279,680	\$ 205,968.77
				Total	\$ 2,052,000	\$ 2,251,000	\$ 2,144,215	\$ 2,265,667.48

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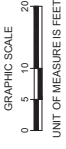
2016
ELECTRIC GENERATION
OSAWATOMIE, KANSAS

SITE PLAN - TRANSFORMER PAD

PRELIMINARY
PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 9/29/2016

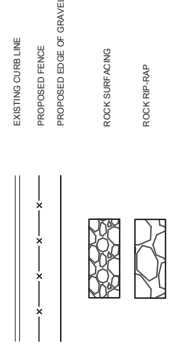
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PERCENT REVIEW:
REVISIONS:

C-100

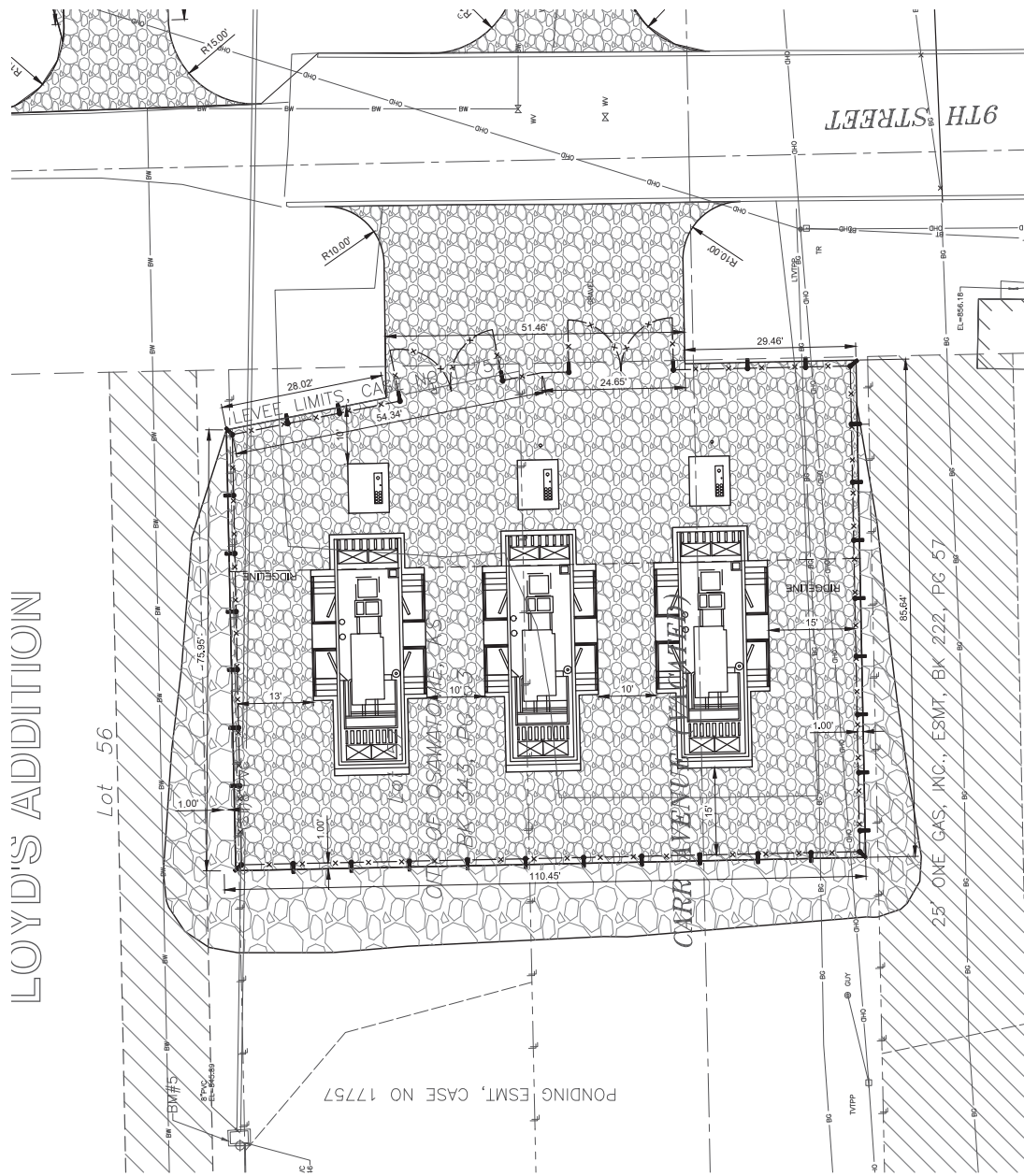


- NOTES:
1. CONTRACTOR TO VERIFY ALL SITE CONDITIONS.
 2. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES.
 3. ALL FENCE WORK (INSTALLATION) SHALL BE PERFORMED BY THE CONTRACTOR.

LEGEND



Know what's below.
Call before you dig.



LOYD'S ADDITION



800.723.8567

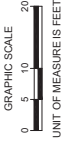
2016
ELECTRIC GENERATION
OSAWATOMIE, KANSAS

SITE PLAN - SUBSTATION PAD

PRELIMINARY
PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 9/29/2016

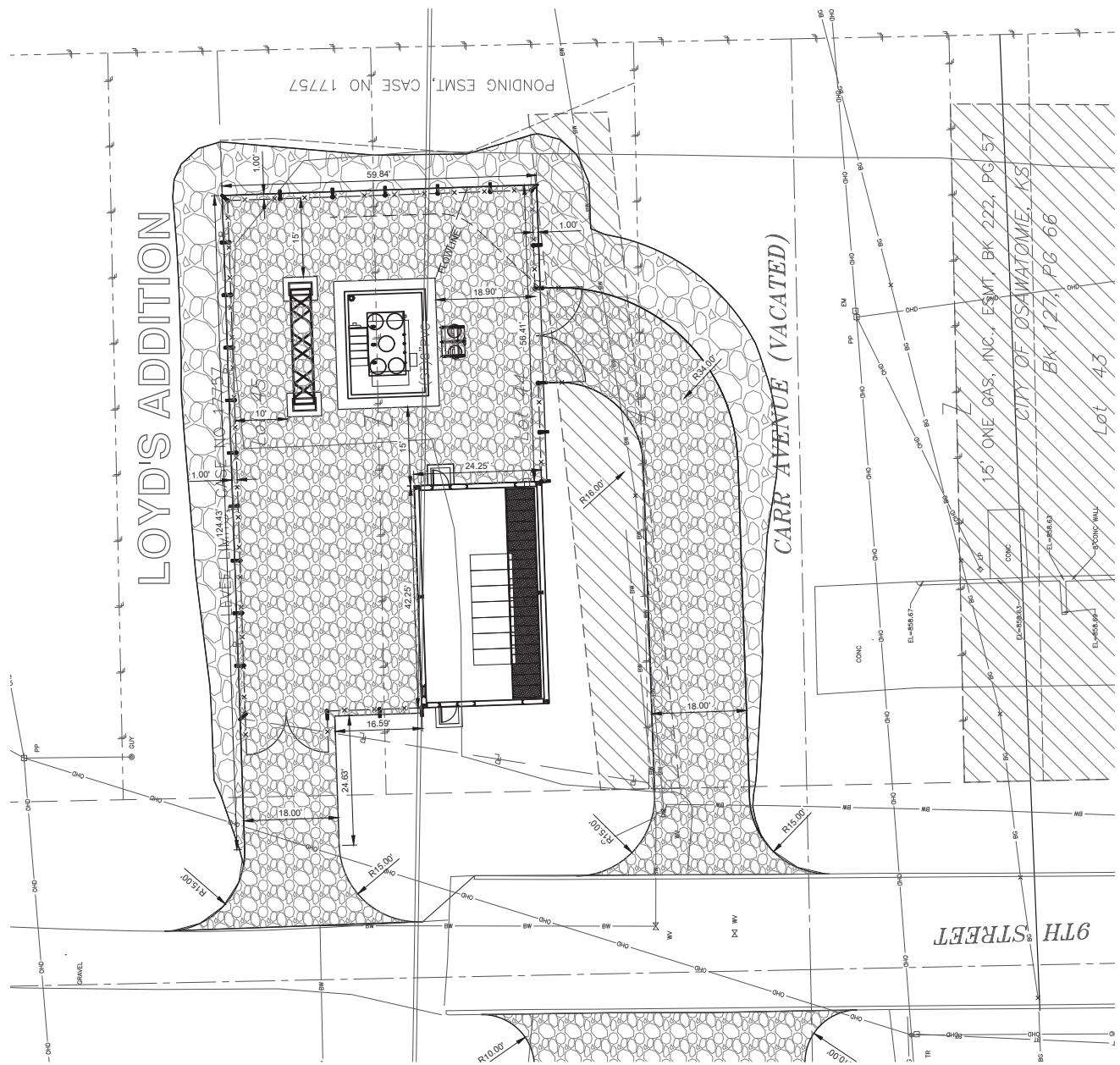
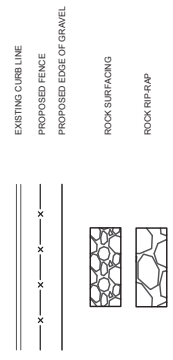
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PLANNING DEPT.
BY: [Signature]
DATE: [Signature]
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DATE: [Signature]
REVISIONS:

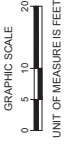
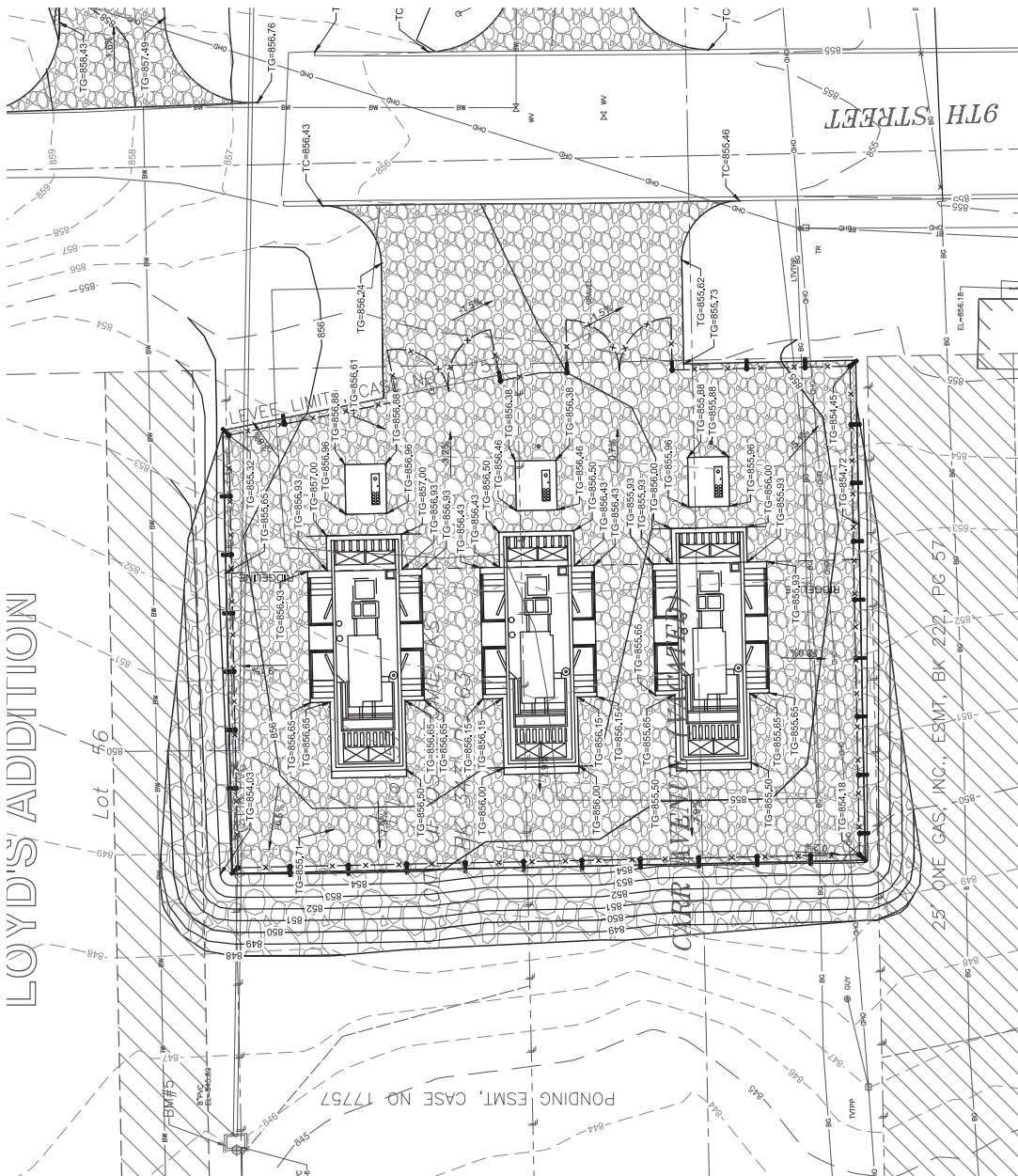
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- NOTES:
1. CONTRACTOR TO VERIFY ALL SITE CONDITIONS.
 2. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES.
 3. ALL FINISH WORK (INSTALLATION) SHALL BE PERFORMED BY THE CONTRACTOR.

LEGEND





LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- TOP OF PAVEMENT SLAB ELEVATION
- TOP OF GRAVEL SURFACE ELEVATION



2016
ELECTRIC GENERATION
OSAWATOMIE, KANSAS

GRADING PLAN - TRANSFORMER PAD

PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 9/29/2016

PROJECT NO: 141554.00
DATE: 9/29/2016
DRAWN BY: [Name]
CHECKED BY: [Name]
FIELD NOOK: [Name]
FIELD DRAW: [Name]
APPROVED BY: [Name]
SCALE: [Name]
BY: [Name]
DATE: [Name]
REVISIONS: [Name]

C-200

NOTES:

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS.
2. ALL GRADING OPERATIONS SHALL FOLLOW RECOMMENDATIONS PER GEOTECHNICAL REPORT.
3. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB OR TOP OF SIDEWALK IN PAVEMENT. IN ALL OTHER AREAS THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PAVEMENT DEPTH AND SHALL ADJUST THE SUBGRADE ELEVATION ACCORDINGLY PRIOR TO BEGINNING GRADING OPERATIONS.
4. ALL MATERIALS MUST BE STORED WITHIN THE LIMITS OF THE GRADING. THE STEPPINGS FROM THIS SITE SHOULD BE STORED AND REDISTRIBUTED AS TOPSOIL IN ALL LANDSCAPE AREAS.
5. THE CONTRACTOR SHALL DETERMINE THE APPROXIMATE EARTHWORK QUANTITIES FOR HIS OWN PURPOSES.
6. FOR PROPER COMPACTION OF FILL MATERIAL, BUILDING PAD PREPARATION AND PAVING SUBGRADE REQUIREMENTS, SEE GEOTECHNICAL REPORT.
7. OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR IN ALL FILL AREAS. DENSITY TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER.
8. SLOPES SHALL BE UNIFORM TO AVOID PONDING.
9. CONTRACTOR SHALL GRADE LOW SPOTS TO DRAIN.
10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
11. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL. ANY DAMAGE FROM BLOWING MUST BE REPAIRED AND RAMPED FROM THE SITE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.





800.723.8557

2016
ELECTRIC GENERATION
OSAWATOMIE, KANSAS

GRADING PLAN - SUBSTATION PAD

PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 9/29/2016

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REVISIONS:

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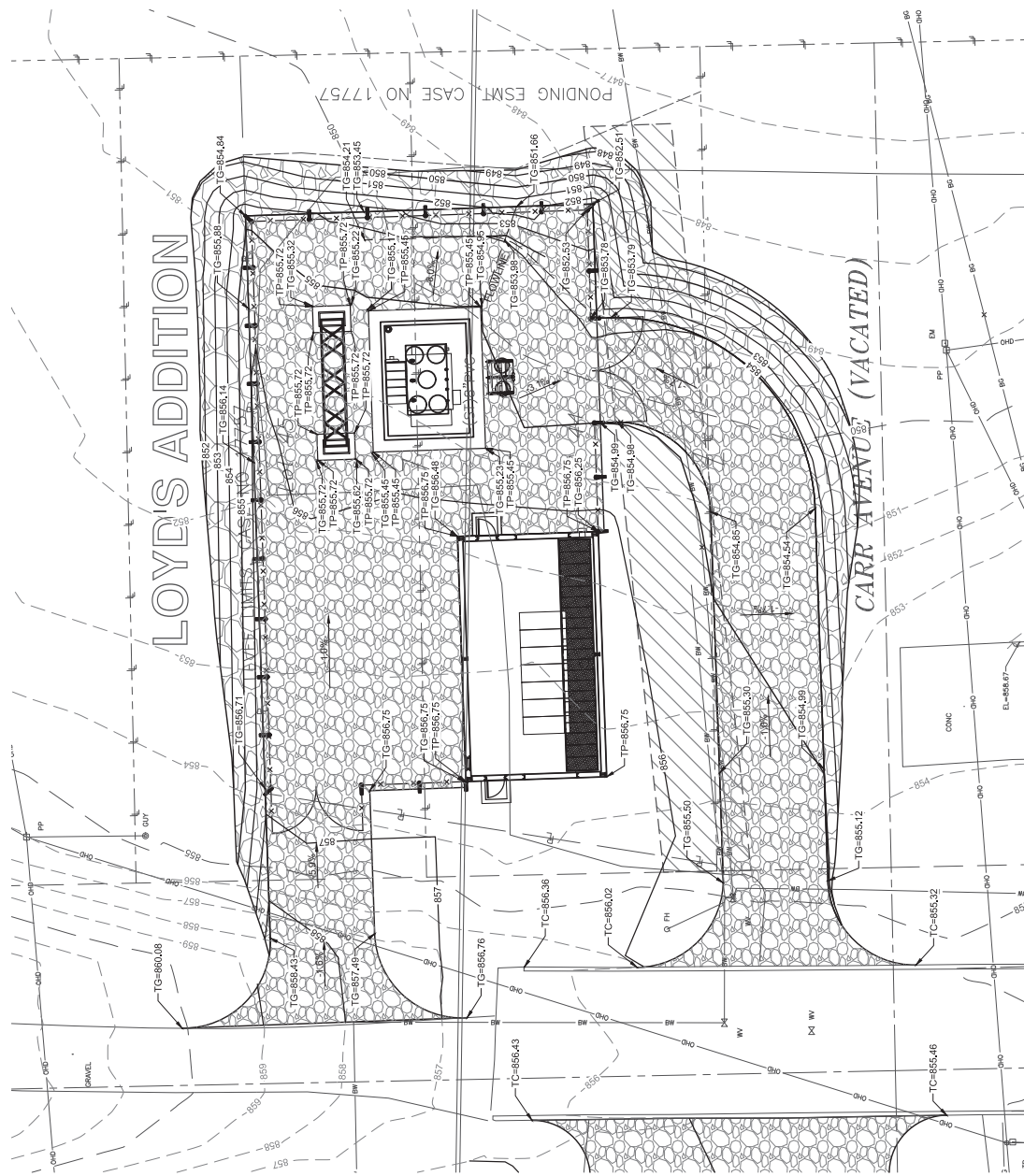


GRAPHIC SCALE
0 5 10 20
UNIT OF MEASURE IS FEET

- LEGEND**
- PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - TOP OF PAVEMENT SLAB ELEVATION
 - TOP OF GRAVEL SURFACE ELEVATION
 - ROCK SURFACING
 - ROCK RIP-RAP

NOTES:

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS.
2. ALL GRADING OPERATIONS SHALL FOLLOW RECOMMENDATIONS PER GEOTECHNICAL REPORT.
3. THE PROPOSER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SUBSTATION PAD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE AVAILABILITY OF THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE AVAILABILITY OF THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE AVAILABILITY OF THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE AVAILABILITY OF THE FINISHED GROUND SURFACE.
4. ALL HERBACEOUS VEGETATION SHALL BE REMOVED WITHIN THE LIMITS OF THE GRADING. THE STRIPPINGS FROM THIS SITE SHOULD BE STORED AND REUSED IN ALL LANDSCAPE AREAS.
5. THE CONTRACTOR SHALL DETERMINE THE APPROXIMATE EARTHWORK QUANTITIES FOR HIS OWN PURPOSES.
6. FOR PROPER COMPACTION OF FILL MATERIAL, BUILDING PAD PREPARATION AND PAVING SUBGRADE REQUIREMENTS, SEE GEOTECHNICAL REPORT.
7. OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR IN ALL FILL AREAS. DENSITY TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER.
8. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES FOR ALL NATURAL AND PAVED AREAS.
9. SLOPES SHALL BE UNIFORM TO AVOID PONING.
10. CONTRACTOR SHALL GRADE LOW SPOTS TO DRAIN.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
12. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL. ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.



CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2015

AGENDA ITEM: Deed Property to Tri-Ko

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Several months ago, Tri-Ko indicated it would like to expand their operations to the east of their facility. However, they learned that the property which they believed they owned (ball diamond area) actually was held by the City of Osawatomie. Since learning of this, the City has begun investigating how to not only get this property surveyed, but to also cleanup some problems with Industrial Drive which was only established through an easement and not as a right of way.

This work has proved to be time consuming and costly, but we have identified the parcel of land Tri-Ko requested as well as identifying what should be the appropriate right of way.

After meeting with Tri-Ko staff this past fall, we determined that we would deed the property to Tri-Ko if they would pay the costs to survey and convey the property. Also, we asked that they would deed back to the City any portion of the property necessary to establish this right of way. They verbally agreed to that arrangement at that meeting.

We now have a legal description and survey for this property. However, we have not yet completed the return deed of dedication for the right of way.

COUNCIL ACTION NEEDED: Consider the deeding of the described property to Tri-Ko.

STAFF RECOMMENDATION TO COUNCIL: Approve the deeding of the identified property subject to a signed deed of dedication for the right of way discussed above.

KANSAS WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2017, by and between the City of Osawatomie Kansas, a Kansas municipal corporation, Grantor, with a mailing address of 439 Main Street, Osawatomie, Miami County, Kansas, and the TRI-KO Inc. a corporation organized and existing under the law of the State of Kansas, with a mailing address of 301 1ST STREET, OSAWATOMIE, KS 66040, Grantee.

WITNESSETH: THAT THE SAID Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, to it paid by the said Grantee (the receipt of which is hereby acknowledged), do by these presents **GRANT, CONVEY** and **WARRANT** unto the said Grantee and its successors and assigns the following described lots, tracts or parcels of land lying, being and situate in the County of Miami and State of Kansas, to wit:

All that part of the Northeast Quarter of Section 11, Township 18 South, Range 22 East, Miami County, Kansas, Described as follows: Commencing at the intersection of the North right-of-way line of Main Street and the East right-of-way line of 1st Street, said point being the Southwest corner of McElfresh Addition a subdivision in the City of Osawatomie, Miami County, Kansas; thence N1°16'09"W, along the East right-of-way line of said 1st Street formerly Bridge Street, a distance of 458.70 feet; thence N88°05'22"E, a distance of 523.50 feet to the Point of Beginning; thence N88°05'14"E, a distance of 198.52 feet, to a point on the West line of Elmdale Cemetery; thence S1°47'32"E, along said West line a distance of 319.45 feet; thence S88°56'34"W, a distance of 200.01 feet; thence N1°31'31"W, a distance of 316.47 feet to the Point of Beginning, Containing 1.45 Acres more or less, Subject to any part thereof in roads.

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Grantee, and unto its successors and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they

have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims, and that Grantors will warrant and defend the title to the said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year above written.

City of Osawatomie, Kansas

By: L. Mark Govea, Mayor,

Attest:

Tammy Seamands, City Clerk

GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

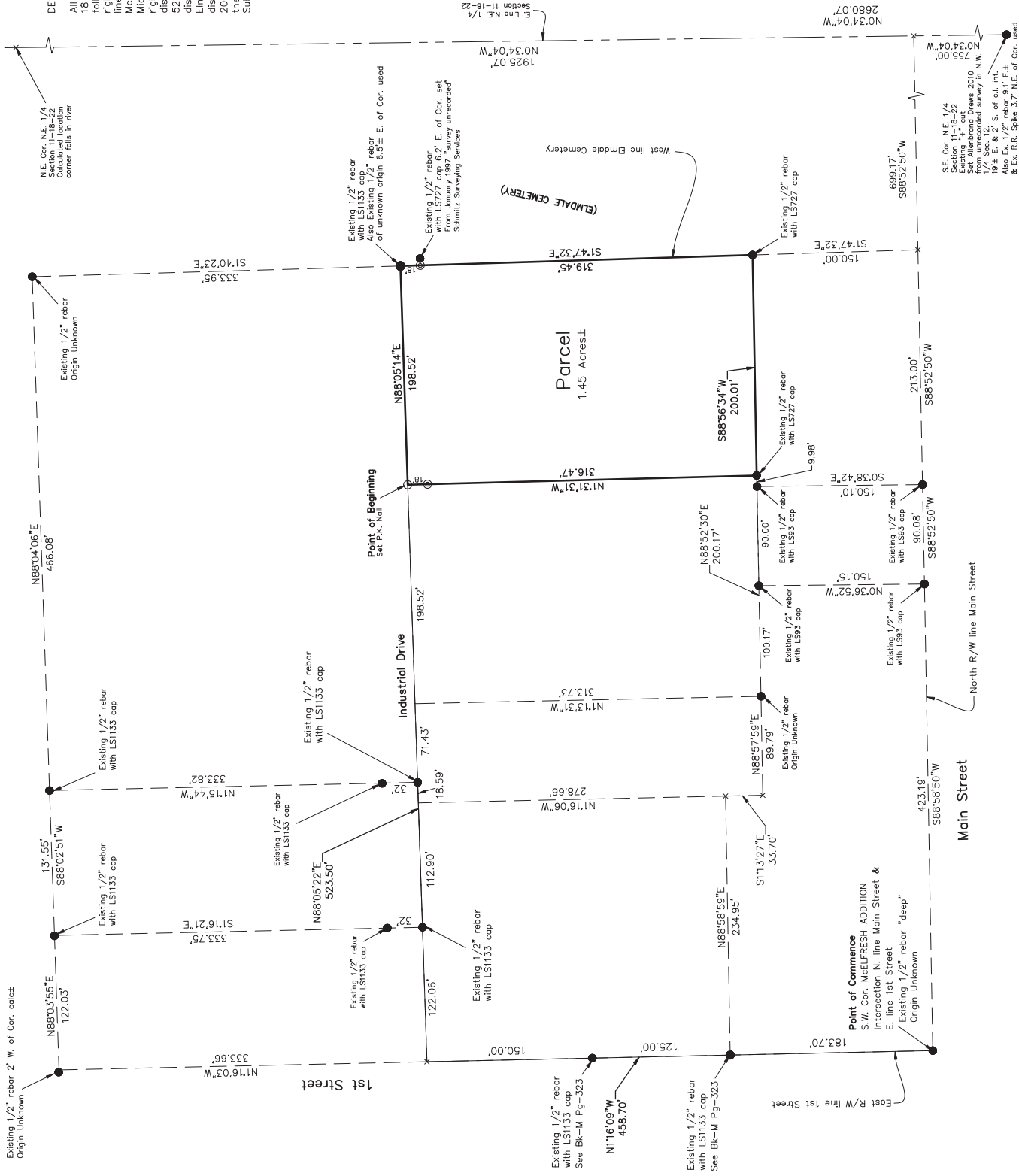
BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **L. Mark Govea, as Mayor of the City of Osawatomie, Kansas and Tammy Seamands, as City Clerk**, who are personally known to me to be the same persons who executed the within instrument, on behalf of Grantor and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

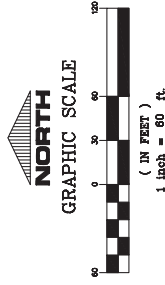
My Appointment Expires: _____

CERTIFICATE OF SURVEY



DESCRIPTION:

All that part of the Northeast Quarter of Section 11, Township 18 South, Range 22 East, Miami County, Kansas, described as follows: Commencing at the intersection of the North right-of-way line of Main Street and the East right-of-way line of 1st Street, said point being the Southwest corner of McElfresh Addition a subdivision in the City of Oswatomie, Miami County, Kansas; thence N116°09'W, along the East right-of-way line of said 1st Street formerly Bridge Street, a distance of 458.70 feet; thence N88°05'22"E, a distance of 523.50 feet to the Point of Beginning; thence N88°05'14"E, a distance of 198.52 feet, to a point on the West line of Elm Dale Cemetery; thence S147°32'E, along said West line a distance of 319.45 feet; thence S88°56'34"W, a distance of 200.01 feet; thence N1°31'31"W, a distance of 316.47 feet, to the Point of Beginning, Containing 1.45 Acres more or less, Subject to any part thereof in roads.



LEGEND

- EXISTING REBAR AS DESCRIBED
- ⊙ SET 5" X 24" REBAR WITH PLASTIC WS OLS 93 CAP
- SET 40D NAIL
- x CALCULATED LOCATION
- R/W ROAD RIGHT OF WAY
- M. MEASURED DISTANCE OR BEARING

JOB NUMBER 31789
 DATE 1/5/2017
 PREPARED FOR Tr-Ko

No title information furnished also no utilities shown, All distances and bearings are measured unless otherwise noted.

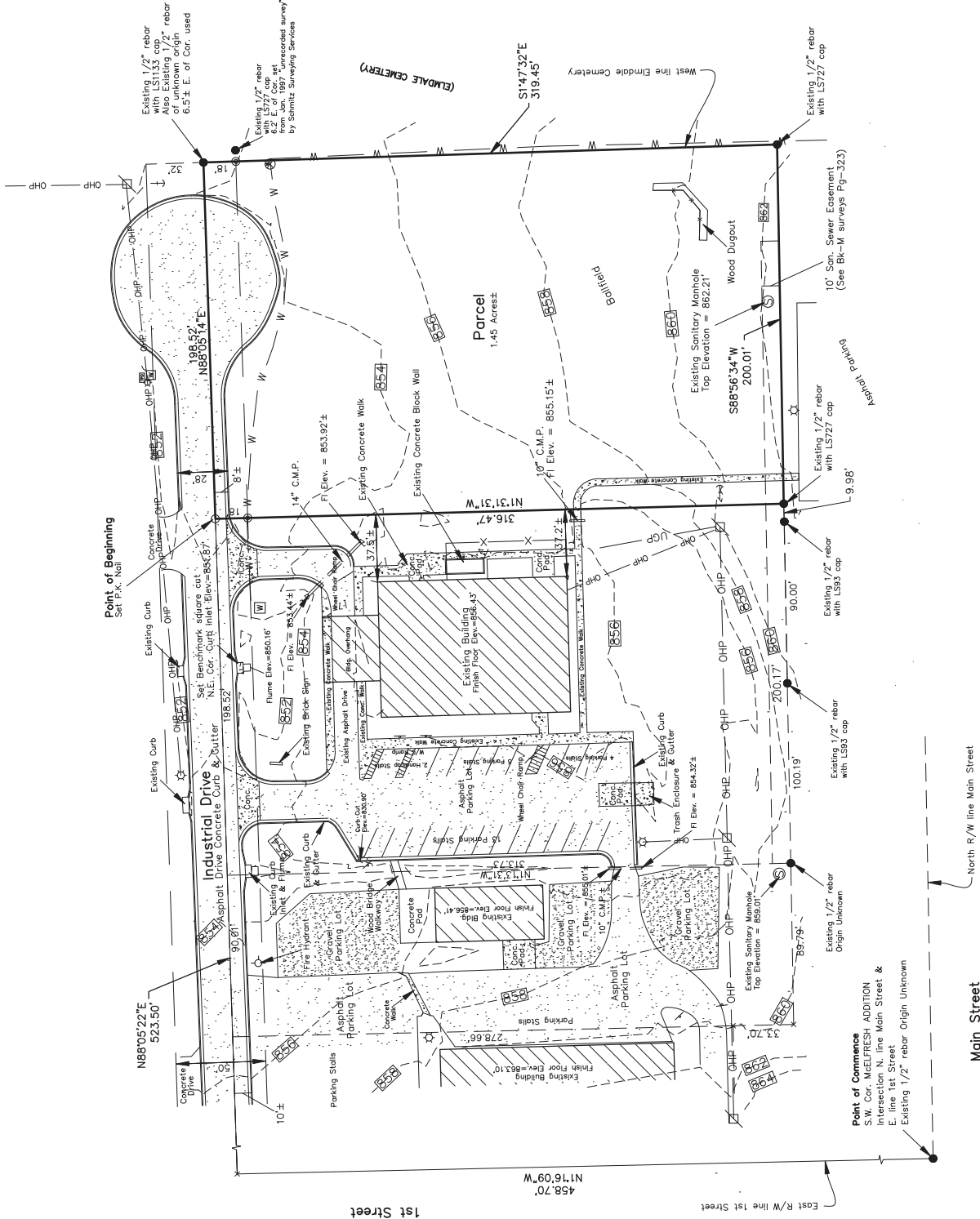
Reference Surveys Filed in Bk-H surveys Pg-91, Bk-E surveys Pg-402, Bk-G surveys Pg-175, & 163, Bk-M surveys Pg-323, Bk-L surveys Pg-555, Bk-SN Pg-517.

THIS IS TO CERTIFY THAT ON THE 17TH DAY OF JANUARY, 2017, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.



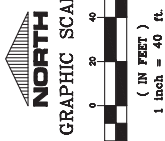
CIVIL ENGINEERS
 LAND SURVEYORS - LAND PLANNERS
 14 W. FREBIA
 122 N. WATER STREET
 PAOLA, KANSAS 66801
 PHONE: (913) 784-6636
 FAX: (913) 784-6635

SITE ASBUILT



DESCRIPTION:

All that part of the Northeast Quarter of Section 11, Township 18 South, Range 22 East, Miami County, Kansas, described as follows: Commencing at the intersection of the North right-of-way line of Main Street and the East right-of-way line of 1st Street, said point being the Southwest corner of McElfresh Addition a subdivision in the City of Osawatomie, Miami County, Kansas; thence N11°16'09"W, along the East right-of-way line of said 1st Street formerly Bridge Street, a distance of 438.70 feet; thence N88°05'22"E, a distance of 523.50 feet to the Point of Beginning; thence N88°05'14"E, a distance of 198.52 feet, to a point on the West line of Emerald Cemetery; thence S14°47'32"E, along said West line a distance of 319.45 feet; thence S88°56'34"W, a distance of 200.01 feet; thence N13°13'1"W, a distance of 316.47 feet, to the Point of Beginning, containing 1.45 Acres more or less. Subject to any part thereof in roads.



JOB NUMBER 31789
DATE 1/5/2017
PREPARED FOR Tri-Ko

Note: Elevation Datum based from JE0870 Osawatomie 1934 NCS Monument Southwest of 6th Street, Osawatomie, Mo. Elevation=861.76'

TOPOGRAPHICAL LEGEND

●	IRON BAR FOUND	☆	LIGHT POLE
○	IRON BAR SET	□	POWER BOX
⊙	FIRE HYDRANT	→	SIGN
→	GUY ANCHOR	—OHP—	OVERHEAD POWER LINES
⊠	POWER POLE	—W—	WATER LINE
⊠	WATER METER	—X—	FENCE
⊠	WATER VALVE	—859—	EXISTING CONTOUR
⊠	TELEPHONE PED	⊙	SANITARY MANHOLE



CIVIL ENGINEERS
LAND SURVEYORS — LAND PLANNERS
127 N. WYLER STREET
OLAHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 557-6904

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2015

AGENDA ITEM: Filling Council Vacancy - REVISED

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: At the January 26, 2017, the Mayor officially notified the Council of the resignation of John Farley, creating a vacancy in a Ward 2 seat. He also notified the Council would accept applications until Feb 2 and that the Nominating Committee would meet and provide a recommendation to the Council at the February 9 meeting.

As outlined in City Code, the Nominating Committee is to seek out candidates and to make a recommendation within 40 days of the Mayor's notification. Individual Councilmembers may also nominate individuals for the vacant position. Once nominations are complete, a majority of the Council will have to elect a successor. The successor will complete the remainder of the term of the councilmember that resigned.

COUNCIL ACTION NEEDED: Receive the nomination(s) from the Nominating Committee. If moving forward with filling the vacancy, the Council should receive all nominations and then vote for the successor. According to K.S.A. 14-308, the majority of the remaining governing body will have to approve the eventual successor. That means the Mayor has a vote.

STAFF RECOMMENDATION TO COUNCIL: Should there be more than two nominations, staff would recommend dropping the person receiving the lowest vote and continue through that process until a majority elects a successor. This may be a provision we want to formally adopt at some point, as it will help with election of officers as well as appointments to committees should it be needed.

Public Service Application

City of Osawatomi, KS

(one application per committee)

Name: Dan Macek Maiden Name: _____
Address: 1236 Main ST * SSN: _____
Mailing Address (if different): _____ * DOB: _____
City, State, Zip: Osawatomi KS 66064 Home Phone: _____
Cell: [REDACTED] Work: [REDACTED] E-Mail: [REDACTED]
Place of Employment: Self Position: _____
Product or services rendered by employer: _____
Brief description of job duties/responsibilities: _____

Spouse's place of employment: Self Position: _____
Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Council
Why do you wish to serve in this position? I would add a new Perspective

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Eco Devo

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: no

* It is the policy of the City of Osawatomi to conduct criminal background checks on all potential applicants for the PUBLIC SAFETY COMMITTEE. Appointment to the Committee is contingent on the results of such checks. In order to conduct the check, a birthdate and social security number are required. By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check.

I do hereby affirm that I am currently a registered voter in the city of Osawatomi. I reside in Ward No. _____
[REDACTED] Signature Date: 1-25-17

PLEASE RETURN TO CITY CLERK

439 Main Street PO Box 37, Osawatomi, KS 66064 ozcity@osawatomi.ks.org

--- OFFICE USE ONLY ---		
Received: _____	Council Approval Date: _____	Letter of Approval: _____
Scanned: _____	Term Expiration Date: _____	Letter of Non-Approval: _____

5/15/2014

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2015

AGENDA ITEM: **Golf Course GreatLIFE Affiliation**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Several months ago, Bryan Minnis with Maxim Golf, informed us that his company would no longer be able to provide us with contract general management services. The reason was that we was that Bryan is now working with GreatLIFE Golf and Fitness to provide similar services, but also with expanded benefits from Maxim's contract. Furthermore, Bryan indicated that the services could be provided at a lower cost and the golf course would be able to use the buying leverage and resources of GreatLIFE, one of the largest golf companies in the U.S.

The final draft contract provided to the Council includes provisions for a flat \$10,000 fee per year, for the next 3 years, with GreatLIFE getting a percentage of all revenues over the established base revenue amounts specified in the contract. The flat amount grows in years 4 and 5, and the commission percentage grows by a half percent each year. Most other contracts have a 15% commission.

This arrangement allows OGC members to be able to play any course in the GreatLIFE family for the cost of a cart fee, except for courses of a higher tier which may have time restrictions or additional costs. Conversely, it makes our course attractive to GreatLIFE members who can come and play our course for the cost of the cart rental. This affiliation is something we have been after creating for several years and this agreement with GreatLIFE allows this to finally occur.

The benefits of this arrangement for OGC over the current agreement are:

- Advertising and market exposure through GreatLIFE
- Established service and product prices lower than our current agreements
- Assistance from other courses when issues or needs arise
- Provides alternatives for members when the course is closed for tournaments or rain outs
- Getting in on the ground level with the company that will own the largest market share of the Kansas City metro market

The Golf Course Advisory Committee met in late November to review the proposed agreement and to share concerns they may have. The Committee and members have been assured that this agreement does not provide GreatLIFE with operational control of the course. Instead, it will continue the guidance and advice of Bryan Minnis which has been very beneficial to the growth and efficient management of the course. Many of the members that have come to our course from Ottawa because of previous disagreements with GreatLIFE had major concerns about the arrangement. Bryan was able to talk with those members directly and address their concerns.

As part of that discussion, the City will have a 60-day “out clause” for the first year so that if GreatLIFE doesn’t live up to their commitments, we can easily get out of the contract. Furthermore, the contract is a year-to-year contract with extension by mutual agreement for up to a five year contract.

We believe that the changes to the customer will be very few on the day to day operations, but that the benefits of additional golfing options and more efficient operations will be a benefit to all.

COUNCIL ACTION NEEDED: Review, discuss and consider the presented contract.

STAFF RECOMMENDATION TO COUNCIL: Approve the contract as presented.

LICENSED AFFILIATE PROGRAM AGREEMENT

For the Osawatomie Golf Course

This LICENSED AFFILIATE PROGRAM AGREEMENT (the "Agreement") is made and entered into as of this 1st day of March, 2017 by and between the city of Osawatomie ("Owner"), and Great Life Kansas City, LLC, a Missouri limited liability company, ("GreatLIFE").

Recitals

A. Owner desires to promote and provide for the consultation and affiliate offerings of GreatLIFE on behalf of Osawatomie Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range and appurtenances (collectively referred to as the "Facility").

B. GreatLIFE is a professional golf course management, franchise, consulting, and marketing company whose principals have experience and expertise related to golf course management and promotion.

C. Owner desires to retain GreatLIFE to consult and offer the Affiliate Partner Program benefits to the Facility on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall begin on 1st day of March, 2017 (the "Start Date"), and shall end at 11:59 p.m. on February 28, 2018 subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed Affiliate Program Fees, then this Agreement shall be extended for an additional one year, and all terms and conditions of this Agreement between Owner and GreatLIFE, other than the terms and conditions set forth in paragraph 5.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed 5 years. In the event Owner fails to approve appropriation of funds for the operation of the Facility, Owner will pay GreatLIFE the applicable Monthly Affiliate Program Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facility or the real estate upon which the Facility is located, then Owner shall give GreatLIFE notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Facility or the property upon which it is located. In this event there shall be a payment equal to that of three months Fixed Affiliate Program Fees, and if applicable a prorated amount of Contingent Performance Fees based upon the agreed calculation in section 5.e. In the event that a determination is made by the Owner to discontinue its ownership of the Facility, Owner agrees that it will consider sale of the Facility to GreatLIFE among its options. The preceding sentence shall not be construed so as to create a right of first refusal or an option to purchase on behalf of GreatLIFE. GreatLIFE can make a reasonable proposal for the purchase of the Facility at any time for consideration by Owner's Board of Directors.

2. SERVICES TO BE PERFORMED BY GREATLIFE. During the term of this Agreement, GreatLIFE shall market, consult, provide reciprocal play opportunities, and extend economies of scale purchasing agreements to the Facility, which shall include, but not be limited to, promotion of the golf course, the purchase of food, beverages, merchandise, advertising, supplies and services, the purchase of insurance coverage for its operations and equipment, the development of facility enhancing programs, and consultation for all aspects of the operation. All such items shall be paid for by Owner. GreatLIFE will provide training to golf operation employees, and annual evaluation of key employees to Owner. GreatLIFE will provide at its sole expense regional and national advertising to support the GreatLIFE Brand and enhance the individual facilities market presence. Such advertising shall be in the amount and in the manner, that GreatLIFE deems reasonable. The three key services provided by GreatLIFE under this agreement shall be recognized as: GreatLIFE Systems Share, Economies of Scale Partnership, and Reciprocal Benefits Offering. With respect to the operation of the Facility, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to GreatLIFE the authority and the responsibility necessary to permit GreatLIFE to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by GreatLIFE.

b. Major Decisions Consultation. From time to time, GreatLIFE shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d)_below).

c. Operational Guidelines. GreatLIFE shall develop a set of written guidelines ("Operational Guidelines") for the Facility. The Operational Guidelines shall include information necessary for the operation of the Facility, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shop and other operations of the Facility, the hours of operation and other policies relating to the operation of the Facility. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. GreatLIFE shall assist in the development of annual operating budgets.

e. Promotion of Golf Activities. GreatLIFE shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facility. GreatLIFE shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. GreatLIFE will use reasonable efforts (as limited by Annual Budgets) to assure that the Facility will be favorably presented in print and communications media. All materials or items developed pursuant to this paragraph shall be paid for by the Owner and be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination. Coordination services are different than creative services and Owner is responsible for the payment of any fees and expenses associated with creative services.

f. Inordinate Time Requirements. To the extent it is necessary for GreatLIFE to expend in excess of 24 hours on property in any month to provide necessary services under the terms herein, such services in excess of 24 hours on property shall be paid by Owner at the rate of \$50.00 per hour plus travel expenses associated therewith upon pre-approval by Owner of expended hours by GreatLIFE.

3. PROVISION BY OWNER TO GREATLIFE.

a. Owner has the option to utilize and pay for CPS (Club Profit Systems) software as a means to verify and track membership data together with necessary hardware. The current fee for this service is \$250 per month. CPS also offers full accounting and POS (Point of Sale) software services at an additional charge that may be used by Owner in cooperation with the tracking software at its discretion.

b. Owner has the option to utilize web hosting, email hosting, and online tee time hosting services provided or recommended by GreatLIFE. The current fee for these services is \$100 per month.

c. Owner agrees to allow GreatLIFE to utilize its logo and all other marketing images and materials in conjunction with the promotion of Osawatomie Golf Course by GreatLIFE.

4. REVENUES DEFINED. "Revenues" shall mean all cash receipts of any kind from operation of the Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, Advances (as hereafter defined) and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facility and any fees paid by Owner to GreatLIFE to conduct such lessons, schools, or other activities under an agreement with GreatLIFE shall be included as "Revenues".

5. AFFILIATE PROGRAM FEES. In exchange for services rendered by GreatLIFE under this Agreement, GreatLIFE shall be (1) reimbursed by Osawatomie Golf Course for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with consultation for the Facility.

a. Fixed Affiliate Program Fee. A "Fixed Monthly Fee" shall be paid to GreatLIFE for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Performance Fees). For any partial month, the Fixed Monthly Fee shall be prorated. The Fixed Monthly Fee shall be due and payable on the first day of each month.

b. Contingent Performance Fee. A "Contingent Performance Fee" shall accrue and be payable to GreatLIFE at the end of the first (1st) month following a calendar year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 5.c. The amount of the Contingent Performance Fee shall be determined by multiplying the Contingent Performance Fee Percent set forth in subparagraph 5.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set forth in subparagraph 5.c. For purposes of determining the Contingent Performance Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Facility as specifically defined by Section 3. However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, developer subsidies, advances and draws on letters of credit or other revenues not attributable to the operation of the Facility.

c. Schedule of Fixed and Contingent Performance Fees.

Year	Fixed Monthly Fee	Contingent Performance Fee Percentage	Revenues Base
2017	\$833	10%	\$230,000

2018	\$833	10.5%	\$235,000
2019	\$833	11%	\$240,000
2020	\$1,000	11.5%	\$245,000
2021	\$1,100	12%	\$250,000

*If Revenues for Owner equals \$235,000 in year end 2017, then the Contingent Performance Fee would be computed as follows: (Example Revenue Base) = \$230,000 (\$5,000 times 10% or a contingent performance fee of \$500).

d. Transition Fee. GreatLIFE agrees to waive any and all transitions fees.

e. Early Termination Performance Fees Agreement. If this Agreement is terminated prior to the end of any calendar year, for purposes of determining the Contingent Performance Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two calendar years. If Revenues for any calendar year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Performance Fee for that period.

6. OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 6.a. below. At any time during this Agreement, GreatLIFE shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 6.b below, constitute a default of this Agreement ("Default"):

- i. A discontinuance by GreatLIFE or Owner of its business or abandonment of its activities at the Facility;
- ii. A material breach by GreatLIFE or Owner of any material term or provision of this Agreement; or
- iii. The filing of a voluntary or involuntary action by GreatLIFE, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. GreatLIFE shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 6.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that GreatLIFE promptly commences the remedying of such Default and is continuing diligently to complete such cure. Owner shall have thirty (30) days after receipt of written notice from GreatLIFE specifying the nature of its Default under paragraph 6. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the

remedying of such Default and is continuing diligently to complete such cure, and provided further that GreatLIFE will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 6.b above by giving GreatLIFE written notice of its election to terminate this Agreement, provided that GreatLIFE has not timely cured the Default. Should Termination Option be exercised, Owner would pay to GreatLIFE Affiliate Program fee through the date of termination and reimburse GreatLIFE for all expenses authorized under the terms of this Agreement incurred through the date of termination. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to GreatLIFE. In the event of a Default by Owner, GreatLIFE may terminate this Agreement upon expiration of the cure period described in subparagraph 6.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

7. OPTION OF EARLY TERMINATION. In the first year of this Agreement the Owner shall have the right to terminate the Agreement for any reason with a sixty (60) day notification. In subsequent years the Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) GreatLIFE's management team or executive officers significantly change; (2) Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of GreatLIFE. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying GreatLIFE in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to GreatLIFE except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

8. TRANSFER UPON TERMINATION.

a. Upon termination of this Agreement, GreatLIFE shall immediately transfer any and all golf operation documents and information in its possession belonging to the Facility.

b. Upon termination of this Agreement, Owner shall transfer any and all documents, assets, and information belonging to GreatLIFE. This includes any GreatLIFE branded materials, advertisements, and fixtures that have not been purchased by the Owner. Any use or attempted use of the GreatLIFE Name, Brand, Collective Purchasing Agreement Privileges, Reciprocal Privileges, or Representation of GreatLIFE's offerings to Members and Patrons after termination of this agreement is strictly prohibited.

c. Closing. The rights and responsibility of the services provided by GreatLIFE to the Facility shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

9. INDEMNITY. The parties agree that GreatLIFE is not an agent or employee of Owner, and all activities of GreatLIFE relating to the Facility shall be in GreatLIFE's capacity as independent contractor to Owner.

a. Obligations of the Facility. GreatLIFE shall pay all obligations and defend all disputed claims arising out of or resulting from GreatLIFE's activities conducted in connection with or incidental to this Agreement. If the obligation or claim arises from activities authorized under the terms of this

Agreement, then GreatLIFE's defense and payment of such claims shall be an Expense of Facility. GreatLIFE shall keep Owner advised of any such matters.

b. Notice of Claims. GreatLIFE and Owner shall provide each other with prompt written notice of any claim.

10. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce GreatLIFE to enter into this Agreement, Owner makes the following representations and warranties to GreatLIFE:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

11. GREATLIFE'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, GreatLIFE makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. GreatLIFE is a duly organized and validly existing company in good standing under the laws of the State of Kansas.

c. GreatLIFE has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of GreatLIFE, enforceable against GreatLIFE in accordance with its terms.

d. GreatLIFE has sufficient knowledge, training, expertise, skill and resources as to enable it to offer the benefits of the Affiliate Program in a reasonable and prudent business manner.

12. RELATIONSHIP OF THE PARTIES. The relationship between Owner and GreatLIFE shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor GreatLIFE shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor GreatLIFE shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

13. CONFIDENTIALITY.

a. Each party agrees that GreatLIFE will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to GreatLIFE ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information, unless required by municipal, county, state, or federal requirements, of the disclosing party, and shall take reasonable protective measures to insure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent GreatLIFE from disclosing Facility performance

data to Osawatomie Golf Course's authorized representatives upon request as determined from time to time by its Board of Directors, but such information should never be provided to Owner's members or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

- i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or
- ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or
- iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or
- iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or
- v. is required to be disclosed by law.

b. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

c. The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement.

19. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen, then that party shall meet and confer with a designated representative of the other party.

20. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

<u>If to Owner:</u>	City Manager of Osawatomie – Osawatomie Golf Course
Attn:	c/o
	P.O. Box 37, 439 Main Street
	Osawatomie, KS 66064

If to GreatLIFE: Bryan Minnis
Chief Development Officer
913 SE 29th Street
Topeka, KS 66605

The addresses for notices may be changed by written notice given to the other party as provided above.

21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement GreatLIFE will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located within a 25 mile radius unless agreed upon by GreatLIFE and Owner, excluding any facilities that are currently owned, managed, or in partnership with GreatLIFE.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by GreatLIFE without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Kansas.

28. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

29. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

30. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and

supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
City of Osawatomie, KS.

By: _____
L. Mark Govea, Mayor

ATTEST:

Tammy Seamands, City Clerk

GreatLIFE:
JJ&J Inc., LLC.

By: _____
Bryan Minnis, Chief Development Officer
913 SE 29th Street
Topeka, KS 66605

GreatLIFE GreatLIFE GreatLIFEKC

greatlifegolf.com

joingreatlife.com

greatlifecc.com

GreatLIFE is currently the 16th largest golf management company in the United States and the Largest Golf & Fitness Company in the World. GreatLIFE is comprised of FOUR primary divisions (GreatLIFE Corporate) (GreatLIFE Management) (GreatLIFE Franchise) (GreatLIFE Affiliate) GreatLIFE is comprised of THREE primary footprints of operation (GreatLIFE Topeka Plus) (GreatLIFE Sioux Falls Plus) (GreatLIFEKC Plus) 59 Golf Properties (more than 50% with Fitness Centers included) (more than 50% owned by GreatLIFE)
 20 Stand Alone Fitness Centers 4 Bowling Centers

Golf Properties within the GreatLIFE family of clubs: Owned / Managed / Franchised / Affiliated

Kansas

- Abilene CC
- Arkansas City GC
- Berkshire
- Burning Tree
- Canyon Farms
- Chisolm Trail
- Deer Creek
- Falcon Ridge
- GL North (Topeka)
- Junction City GC
- Lake Perry CC
- Leavenworth GC
- Ottawa CC
- Osawatomie GC
- Painted Hills
- Parsons CC
- Prairie View GC
- Safari Golf
- Salina CC
- Shawnee CC
- Tallgrass CC
- The Oaks
- Western Hills GC

Missouri

- Deer Lake
- Drumm Farm
- Green Hills
- Lebanon CC
- Liberty Hills
- Maple Creek
- Osage National
- River Oaks
- Royal Meadows
- Shawnee Bend
- Staley Farms

South Dakota

- Bakker Crossing
- Central Valley GC
- Edgebrook
- Hidden Valley
- Madison CC
- McCook CC
- Par Mar Valley
- Parkston
- River Ridge
- River's Bend
- Rock River
- Rocky Run
- Sunrise Ridge
- The Bluffs
- The Bridges
- Wild Oak
- Willow Bend

Minnesota

- Adrian CC
- Fulda Town & CC
- Luverne CC
- Worthington GC
- Slayton CC

Iowa

- Emerald Hills
- Okoboi View





GreatLIFE

offers 3 distinct solutions for golf course owners
unlike other golf course companies.

GreatLIFE Affiliate Program

- Management Assistance**
- Employee Training/Evaluation
 - Ownership Consultation
 - Operations Oversight/Reporting Economies of Scale
 - Buying Power
 - Reciprocal Play
 - Operation/Employee Support
 - Equipment/Supply Share
- Operating Systems**
- Personnel Training
 - Maintenance Plans
 - Golf Shop Programming
- Advertising/Marketing**
- Website Development/Hosting
 - Creative Design
 - Advertising Materials
 - Social Media and GEO Targeting

GreatLIFE Management Services

- Employment**
- Hiring/Training/Evaluation
 - Provision of Employment Benefits
 - Regional and National Management Assistance and Oversight
- Compliance/Conservation/Construction**
- City, County, State, Federal Compliance
 - Food, Beverage, Liquor Licensing
 - Green / Habitat Initiative Leadership
 - Golf Course Construction (In-House)
- Purchasing Management**
- Golf Shop / F&B Goods and Services
- Full Business Oversight**
- Budget Development & Implementation
 - Business Plan Development & Implementation

* All Affiliate Programs Services Included

GreatLIFE Franchise

- Site Acquisition and Valuation Services**
- Market Research
 - Historical Financial Evaluation
- Facility Preparation and Transition Services**
- On-site GreatLIFE management presence during transition phase
- Contact Labor and Construction Service Procurement**
- Company and Service Evaluation and Comparison
 - Conversion and Service Provision Oversight
- Grand Opening Marketing and Oversight**
- Press Releases
 - Community Involvement
 - Open House Scheduling and Oversight
 - Marketing Plan Development and Implementation

* All Affiliate Programs Services Included

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2017

AGENDA ITEM: 2016 Preliminary Financials

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We have reconciled our financial information for 2016 and have developed preliminary reports for the 2016 actual revenues and expenditures. The reports are attached and below is a quick synopsis of each major fund. I also have some current year changes to recommend for 2017.

General Fund. The ending balance for the General Fund increased by \$152,000 over the 2016 estimate. The primary source of the actual savings was from spending less than budgeted. The City was able to save a significant amount on streets and alleys and vacant positions at city hall from the revised budget. Revenues were slightly below the 2016 revised budget, but significantly smaller than the expenses savings. Savings came from the \$30,000 in the general fund for housing demolitions that will not be paid until 2017, \$30,000 budgeted for a new finance system and \$10,000 for the comprehensive plan, both of which will be rolled into the 2017 budget.

Water. The ending balance for the Water Fund grew \$59,000 over the revised estimate. The original and revised budget included the purchase of the new service truck which will be reflected in 2017 and significant savings of capital expenses due to work city crews not able to start non-building improvements because of other public works priorities. Expected revenues were adjusted in July for the revised budget but were still below the revised expectations, but still an increase from 2015.

The water fund saved another \$20,000 on treatment chemicals from the revised budget. This was a reduction of \$60,000 (or 50%) from 2015 expenditures, and a saving of \$100,000 for treatment chemicals compared to 2013. The average chemical costs for treated water were reduced from 71 cents per thousand gallons down to around 34 cents for 2016.

The total water sales of 193.4 million gallons in 2016 was a 13.1 million gallon improvement (7.2 percent) over the previous year. This was the highest sales since 2012 when we sold 221.9 million gallons. We were only slightly below the previous 4-year average of 194.1 million gallons which is highly skewed by a historic 2012.

Electric. The balance of the Electric Fund increased \$12,000 over the revised estimate. The City sold 29.9 million kWh in 2016, an increase of about 2.7% over 2015 but about .9% under the average for the previous 5 years. The average cost per kWh to the customer continued to fall for the second straight year, with the average price of all kWh sold at \$11.09 down from \$11.92 in 2015 and \$12.41 in 2014. This was the lowest price since an average of \$10.92 in 2012. The low prices stem mostly from low energy prices which are passed on to the customer through the Energy Cost Adjustment (ECA).

As reflected in the average price, the City also saw a major reduction in the cost of purchased power for 2016. The cost of power went from \$1.93 million in 2015 to \$1.56 in 2016, a savings of about \$250,000 from the shift from the BPU contract to the City's generation project. This overall change reflects a cost of purchased power at 5.23 cents per kWh sold. The cost for 2015 was 6.67 cents per kWh and 2014 was 7.08 cents per kWh.

The Electric Fund remained fairly steady and close to expectations for 2016. The fund was able to save a significant amount of money on personnel expenses due to a vacancy for part of the budget year. The Electric Fund received less than expected in sales at \$3.28 million due to low energy prices. With collections \$160,000 lower than the previous year, the expected gain from the reduction in power costs (\$378,000) did not quite meet the expected savings of \$240,000 for 2016. The resulting savings of \$218,000 was a result of higher than expected transportation and overhead costs as a percentage of the power purchased.

The Electric Fund made transfers of \$475,000 totaling about 13.8 percent of the previous year's sales to account for franchise fees and profit. Similar to the water fund, the electric fund spent less than anticipated on capital outlays projects as crews didn't get to all of the desired projects. The City also began making transfers to the debt payment fund, totaling \$435,000, to escrow payments for the new electric bonds which begin making full payments in 2017.

Employee Benefit Fund. The ending balance remained essentially even, gaining less than \$500 over the revised estimate. The City paid \$35,000 more in the health insurance because of an unexpected employee utilization of the current health insurance plan. The amount the city paid to KPERS reverted back to normal after 2015 had a high payment from the separation and retirement of long tenured employees.

Street Improvement. The street improvement fund received a \$54,000 reimbursement from prior year expenses to recover expenses related to the planning of Phase II of Main Street. The ending balance for 2016 has increased \$36,000. The budgeted \$25,000 for chip seal in 2016 was not expended and was delayed until later years because of other road projects.

Sewer Fund. The Sewer Fund finished the year with a balance of \$153,000. Sales were inexplicably flat from 2015, even with the implementation of a mid-year increase and an increase in water usage. However, many of the changes did not take effect until after the dry period and so any increase from

commercial usage was limited. Expenditures were \$946,000, about \$14,000 lower (1.4%) than 2015, which is virtually flat when taking out the one-time expenditures in both years.

Golf Course Fund. The Golf Course Fund ended the year with a positive balance but it was the result of delaying the zoysia loan repayment of \$5,600 and making some other small adjustments not reflected in the revised budget. The good news was that revenues maintained the \$60,000 increase over 2014 that we experienced in 2015. The largest increase was in salaries and maintenance expenses which grew by about \$25,000 over 2015. Some of this was the result of shifting some expenses from the contract to direct salaries, but it is also a reflection of some of the challenges of having enough staff and people to operate the course.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: None required. Informational only.

Ending Balance Changes for Budgeted Funds

Original - Revised Budget

	2011	2012	2013	2014	2015	2016	5-yr.
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Prelim Actual</u>	<u>Change</u>
1 General Operating	\$ 30,824	\$ 111,385	\$ 202,579	\$ 234,072	\$ 422,152	\$ 431,993	\$ 391,327
2 Water	43,575	176,093	206,190	122,292	179,813	243,189	136,237
3 Electric	216,891	443,463	420,357	531,865	492,982	427,571	276,092
4 Employee Benefit	28,832	52,082	20,523	107,698	69,806	83,707	40,974
5 Refuse	4,725	6,252	5,511	19,986	4,942	7,760	217
6 Library	91,626	115,754	98,394	102,054	106,247	120,446	14,621
7 Recreation	714	714	-	3,268	-	-	(714)
9 Industrial Promotion	48,169	61,237	35,121	49,980	60,641	70,913	12,472
11 Special Parks & Recreation	12,692	91,073	88,221	90,822	94,867	100,084	82,175
12 Street Improvements	(8,358)	99,272	122,076	127,186	111,837	148,184	120,194
13 Bond & Interest	61,002	96,892	88,617	119,632	156,241	202,542	95,239
14 Public Safety Equipment	9,772	9,847	9,068	3,704	3,673	15,083	(6,099)
16 Sewer	361,440	335,552	383,948	357,409	245,326	153,253	(116,114)
17 Recreation Employee Benefit	-	-	-	422	-	-	-
18 Golf Course	3,328	4,804	26,038	6,362	5,601	1,399	2,273
20 Special 911 Revenue	9,897	9,897	9,897	9,897	9,897	9,897	-
22 Tourism	3,723	9,423	7,979	25,564	39,737	36,462	36,014
TOTAL - ALL FUNDS	\$ 918,853	\$ 1,623,739	\$ 1,724,519	\$ 1,912,215	\$ 2,003,762	\$ 2,052,482	\$ 1,133,629

Ending Balance Changes for Budgeted Funds
2014 to 2016 (Original Budget vs. Actual)

	2014		2014		2015		2015		2016		2016 Prelim. Actual	Diff	Total Change
	Original	Actual	Original	Diff	Original	Actual	Original	Diff	Original	Diff			
1 General Operating	\$ 105,000	\$ 234,072	\$ 129,072	\$ 129,072	\$ 23,553	\$ 422,152	\$ 398,599	\$ 398,599	\$ 69,167	\$ 408,440	\$ 431,993	\$ 408,440	\$ 326,993
2 Water	168,912	122,292	(46,619)	(46,619)	78,752	179,813	101,060	101,060	74,894	164,437	243,189	164,437	74,278
3 Electric	360,536	531,865	171,330	171,330	84,111	492,982	408,871	408,871	241,404	343,459	427,571	343,459	67,035
4 Employee Benefit	18,366	107,698	89,332	89,332	11,960	69,806	57,846	57,846	10,226	71,747	83,707	71,747	65,340
5 Refuse	6,852	19,986	13,134	13,134	3,954	4,942	988	988	3,486	3,806	7,760	3,806	908
6 Library	3,000	102,054	99,054	99,054	3,000	106,247	103,247	103,247	3,054	117,446	120,446	117,446	117,447
7 Recreation	-	3,268	3,268	3,268	-	-	-	-	-	-	-	-	-
9 Industrial Promotion	752	49,980	49,228	49,228	2,573	60,641	58,068	58,068	2,990	68,339	70,913	68,339	70,160
11 Special Parks & Recreation	49,970	90,822	40,851	40,851	32,881	94,867	61,986	61,986	-	67,203	100,084	67,203	50,113
12 Street Improvements	32,642	127,186	94,544	94,544	24,186	111,837	87,650	87,650	42,666	123,997	148,184	123,997	115,542
13 Bond & Interest	40,000	119,632	79,631	79,631	97,825	156,241	58,416	58,416	41,211	104,716	202,542	104,716	162,541
14 Public Safety Equipment	0	3,704	3,704	3,704	-	3,673	3,673	3,673	-	15,083	15,083	15,083	15,083
16 Sewer	159,113	357,409	198,296	198,296	112,761	245,326	132,566	132,566	24,796	40,492	153,253	40,492	(5,860)
17 Recreation Employee Benefit	-	422	422	422	-	-	-	-	-	-	-	-	-
18 Golf Course	7,832	6,362	(1,470)	(1,470)	8,735	5,601	(3,134)	(3,134)	11,823	(7,335)	1,399	(7,335)	(6,433)
20 Special 911 Revenue	0	9,897	9,897	9,897	0	9,897	9,897	9,897	0	9,897	9,897	9,897	9,897
22 Tourism	3,359	25,564	22,205	22,205	14,772	39,737	24,965	24,965	22,525	21,689	36,462	21,689	33,103
TOTAL - ALL FUNDS	\$ 956,335	\$ 1,912,215	\$ 955,880	\$ 955,880	\$ 499,064	\$ 2,003,762	\$ 1,504,698	\$ 1,504,698	\$ 548,242	\$ 1,553,418	\$ 2,052,482	\$ 1,553,418	\$ 1,096,146

Ending Balance Changes

Original - Revised Budget - Preliminary Actual

	<u>2016 Budget</u>	<u>2016 Revised</u>	<u>2016 Prelim Actual</u>	<u>Actual over Revised</u>
1 General Operating	\$ 69,167	\$ 279,747	\$ 431,993	\$ 152,246
2 Water	74,894	183,527	243,189	59,662
3 Electric	241,404	415,521	427,571	12,050
4 Employee Benefit	10,226	83,347	83,707	359
5 Refuse	3,486	3,942	7,760	3,818
6 Library	3,054	106,247	120,446	14,199
7 Recreation	-	-	-	-
8 Rural Fire*	3,392	0	-	(0)
9 Industrial Promotion	2,990	72,741	70,913	(1,828)
10 Revolving Loan*	73,258	-	-	-
11 Special Parks & Recreation	-	79,367	100,084	20,717
12 Street Improvements	42,666	100,103	148,184	48,081
13 Bond & Interest	41,211	193,773	202,542	8,769
14 Public Safety Equipment	-	5,033	15,083	10,050
15 Fire Insurance Proceeds*	1	1	1	-
16 Sewer	24,796	156,515	153,253	(3,262)
17 Recreation Employee Benefit	-	-	-	-
18 Golf Course	11,823	606	1,399	794
20 Special 911 Revenue	0	9,897	9,897	-
22 Tourism	22,525	37,961	36,462	(1,500)
23 Evidence Liability Fund*	12,900	10,900	12,900	2,000
24 CIP - General*	2,288	57,853	138,539	80,685
25 CIP - Street Project*	516	-	116,594	116,594
26 CIP - Sewer*	-	7	4,000	3,993
27 CIP - Grants*	-	0	74,142	74,142
28 CIP - Water*	-	1	-	(1)
33 CIP Electric*	200,000	450,000	3,029,841	2,579,841
43 Electric Debt Service	-	147,867	147,866	(1)
50 Cafeteria 125*	24,179	39,674	43,827	4,153
51 Court ADSAP*	7,401	7,401	7,401	-
52 Court Bonds*	7,250	13,667	13,270	(397)
53 Forfeitures*	1,153	2,928	978	(1,950)
TOTAL - ALL FUNDS	\$ 880,579	\$ 2,458,626	\$ 5,641,840	\$ 3,183,214
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 548,242</i>	<i>\$ 1,728,328</i>	<i>\$ 2,052,482</i>	<i>\$ 324,154</i>

* - Non Budgeted Funds

Ending Balance 2011 - 2016
Original - Revised Budget - Preliminary Actual

	2011	2012	2013	2014	2015	2016	5-year
	Actual	Actual	Actual	Actual	Actual	Prelim Actual	Change
1 General Operating	\$ 30,824	\$ 111,385	\$ 202,579	\$ 234,072	\$ 422,152	\$ 431,993	\$ 401,169
2 Water	43,575	176,093	206,190	122,292	179,813	243,189	199,614
3 Electric	216,891	443,463	420,357	531,865	492,982	427,571	210,680
4 Employee Benefit	28,832	52,082	20,523	107,698	69,806	83,707	54,875
5 Refuse	4,725	6,252	5,511	19,986	4,942	7,760	3,034
6 Library	91,626	115,754	98,394	102,054	106,247	120,446	28,821
7 Recreation	714	714	-	3,268	-	-	(714)
8 Rural Fire*	3,387	763	4,174	3,392	7,399	-	(3,387)
9 Industrial Promotion	48,169	61,237	35,121	49,980	60,641	70,913	22,743
10 Revolving Loan*	72,670	72,758	72,758	72,758	-	-	(72,670)
11 Special Parks & Recreation	12,692	91,073	88,221	90,822	94,867	100,084	87,391
12 Street Improvements	(8,358)	99,272	122,076	127,186	111,837	148,184	156,541
13 Bond & Interest	61,002	96,892	88,617	119,632	156,241	202,542	141,540
14 Public Safety Equipment	9,772	9,847	9,068	3,704	3,673	15,083	5,311
15 Fire Insurance Proceeds*	1	1	1	1	1	1	0
16 Sewer	361,440	335,552	383,948	357,409	245,326	153,253	(208,188)
17 Recreation Employee Benefit	-	-	-	422	-	-	-
18 Golf Course	3,328	4,804	26,038	6,362	5,601	1,399	(1,929)
20 Special 911 Revenue	9,897	9,897	9,897	9,897	9,897	9,897	-
22 Tourism	3,723	9,423	7,979	25,564	39,737	36,462	32,739
23 Evidence Liability Fund*	-	14,361	14,361	12,900	12,900	12,900	12,900
24 CIP - General*	3,790	357,727	210,479	227,419	41,003	138,539	134,748
25 CIP - Street Project*	0	183,960	19,159	65,979	913,027	116,594	116,594
26 CIP - Sewer*	-	-	(301,209)	(139,872)	(368)	4,000	4,000
27 CIP - Grants*	0	0	260,005	252,050	121,346	74,142	74,142
28 CIP - Water*	-	-	-	-	569,577	-	-
33 CIP - Electric*	-	-	-	-	3,858,290	3,029,841	3,029,841
43 Electric Debt Service	-	-	-	-	95,763	147,866	147,866
50 Cafeteria 125*	138	4,926	14,099	26,579	32,174	43,827	43,689
51 Court ADSAP*	5,001	6,911	7,661	7,401	7,401	7,401	2,400
52 Court Bonds*	5,659	6,521	5,884	7,250	13,667	13,270	7,611
53 Forfeitures*	19	57	257	1,153	2,928	978	959
TOTAL - ALL FUNDS	\$ 1,009,517	\$ 2,271,725	\$ 2,032,148	\$ 2,449,224	\$ 7,678,870	\$ 5,641,840	\$ 4,632,323
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 918,853</i>	<i>\$ 1,623,739</i>	<i>\$ 1,724,519</i>	<i>\$ 1,912,215</i>	<i>\$ 2,099,525</i>	<i>\$ 2,200,348</i>	<i>\$ 1,281,495</i>

* - Non Budgeted Funds

\$ 475,829

2016 ALL FUNDS SUMMARY

Preliminary Actuals

	<u>Beginning Balance</u>	<u>2016 Revenues</u>	<u>2016 Expenditures</u>	<u>Ending Balance</u>	<u>Change</u>
1 General Operating	\$ 422,152	\$ 2,399,962	\$ 2,390,120	\$ 431,993	\$ 9,842
2 Water	179,813	870,628	807,251	243,189	63,376
3 Electric	492,982	3,677,453	3,742,865	427,571	(65,412)
4 Employee Benefit	69,806	752,635	738,734	83,707	13,901
5 Refuse	4,942	403,819	401,001	7,760	2,818
6 Library	106,247	27,541	13,342	120,446	14,199
7 Recreation	-	224	224	-	-
8 Rural Fire*	7,399	10,448	17,847	-	(7,399)
9 Industrial Promotion	60,641	26,260	15,988	70,913	10,272
10 Revolving Loan*	-	-	-	-	-
11 Special Parks & Recreation	94,867	38,232	33,015	100,084	5,217
12 Street Improvements	111,837	173,786	137,439	148,184	36,347
13 Bond & Interest	156,241	845,815	799,515	202,542	46,301
14 Public Safety Equipment	3,673	153,546	142,136	15,083	11,410
15 Fire Insurance Proceeds*	1	-	-	1	-
16 Sewer	245,326	854,174	946,247	153,253	(92,074)
17 Recreation Employee Benefit	-	28	28	-	-
18 Golf Course	5,601	293,327	297,529	1,399	(4,202)
20 Special 911 Revenue	9,897	-	-	9,897	-
22 Tourism	39,737	59,476	62,751	36,462	(3,275)
23 Evidence Liability Fund*	12,900	-	-	12,900	-
24 CIP - General*	41,003	140,011	42,476	138,539	97,535
25 CIP - Street Project*	913,027	662,219	1,458,652	116,594	(796,433)
26 CIP - Sewer*	(368)	4,000	(368)	4,000	4,368
27 CIP - Grants*	121,346	377,694	424,898	74,142	(47,204)
28 CIP - Water*	569,577	-	569,577	-	(569,577)
33 CIP Electric*	3,858,290	95,763	926,512	3,027,541	(830,749)
43 Electric Debt Service	95,763	339,394	287,292	147,866	52,102
50 Cafeteria 125*	32,174	47,116	35,463	43,827	11,653
51 Court ADSAP*	7,401	-	-	7,401	-
52 Court Bonds*	13,667	15,061	15,458	13,270	(397)
53 Forfeitures*	2,928	900	2,850	978	(1,950)
TOTAL - ALL FUNDS	\$ 7,678,870	\$ 12,269,511	\$ 14,308,841	\$ 5,639,540	\$ (2,039,330)
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 2,099,525</i>	<i>\$ 10,916,299</i>	<i>\$ 10,815,476</i>	<i>\$ 2,200,348</i>	<i>\$ 100,822</i>

* - Non Budgeted Funds

COMPARISON OF PRELIMINARY ACTUAL TO APPROVED BUDGET

2016

	<u>Approved Revenues</u>	<u>Prelim. Actual Revenues</u>	<u>Change</u>	<u>Approved Expend</u>	<u>Prelim. Actual Expend</u>	<u>Change</u>
1 General Operating	\$ 2,415,275	\$ 2,399,962	\$ (15,313)	\$ 2,609,737	\$ 2,390,120	\$ (219,617)
2 Water	944,831	870,628	(74,203)	1,034,129	807,251	(226,877)
3 Electric	4,205,309	3,677,453	(527,856)	4,287,414	3,742,865	(544,550)
4 Employee Benefit	719,109	752,635	33,525	759,921	738,734	(21,188)
5 Refuse	430,500	403,819	(26,681)	431,500	401,001	(30,499)
6 Library	9,000	27,541	18,541	111,000	13,342	(97,658)
7 Recreation	4,000	224	(3,776)	4,000	224	(3,776)
8 Rural Fire*	75,000	10,448	(64,552)	75,000	17,847	(57,153)
9 Industrial Promotion	20,600	26,260	5,660	61,500	15,988	(45,512)
10 Revolving Loan*	-	-	-	-	-	-
11 Special Parks & Recreation	2,682	38,232	35,550	96,043	33,015	(63,027)
12 Street Improvements	118,890	173,786	54,896	179,980	137,439	(42,541)
13 Bond & Interest	790,607	845,815	55,208	887,020	799,515	(87,505)
14 Public Safety Equipment	15,000	153,546	138,546	18,704	142,136	123,431
15 Fire Insurance Proceeds*	-	-	-	-	-	-
16 Sewer	889,000	854,174	(34,826)	1,033,344	946,247	(87,097)
17 Recreation Employee Benefit	1,000	28	(972)	1,000	28	(972)
18 Golf Course	291,695	293,327	1,632	281,878	297,529	15,651
20 Special 911 Revenue	-	-	-	9,897	-	(9,897)
22 Tourism	68,150	59,476	(8,674)	83,501	62,751	(20,750)
23 Evidence Liability Fund*	-	-	-	-	-	-
24 CIP - General*	140,000	140,011	11	146,500	42,476	(104,024)
25 CIP - Street Project*	1,200,000	662,219	(537,781)	1,200,000	1,458,652	258,652
26 CIP - Sewer*	-	4,000	4,000	-	(368)	(368)
27 CIP - Grants*	-	377,694	377,694	-	424,898	424,898
28 CIP - Water*	-	-	-	-	569,577	569,577
33 CIP Electric*	200,000	98,063	(101,937)	-	926,512	926,512
43 Electric Debt Service	-	339,394	339,394	-	287,292	287,292
50 Cafeteria 125*	55,000	47,116	(7,884)	62,500	35,463	(27,037)
51 Court ADSAP*	-	-	-	-	-	-
52 Court Bonds*	15,000	15,061	61	15,000	15,458	458
53 Forfeitures*	-	900	900	-	2,850	2,850
TOTAL - ALL FUNDS	\$ 12,610,648	\$ 12,271,811	\$ (338,837)	\$ 13,389,568	\$ 14,308,841	\$ 919,273
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 10,925,648</i>	<i>\$ 10,916,299</i>	<i>\$ (9,349)</i>	<i>\$ 11,890,568</i>	<i>\$ 10,815,476</i>	<i>\$ (1,075,092)</i>

* - Non Budgeted Funds

COMPARISON TO REVISED BUDGET

2016

	<u>Revised Revenues</u>	<u>Prelim. Actual Revenues</u>	<u>Change</u>	<u>Revised Expend</u>	<u>Prelim. Actual Expend</u>	<u>Change</u>
1 General Operating	\$ 2,417,852	\$ 2,399,962	\$ (17,890)	\$ 2,560,256	\$ 2,390,120	\$ (170,136)
2 Water	894,281	870,628	(23,653)	890,567	807,251	(83,315)
3 Electric	3,787,808	3,677,453	(110,356)	3,865,270	3,742,865	(122,405)
4 Employee Benefit	759,227	752,635	(6,592)	745,686	738,734	(6,952)
5 Refuse	430,500	403,819	(26,681)	431,500	401,001	(30,499)
6 Library	11,000	27,541	16,541	11,000	13,342	2,342
7 Recreation	2,000	224	(1,776)	2,000	224	(1,776)
8 Rural Fire*	12,851	10,448	(2,403)	20,250	17,847	(2,403)
9 Industrial Promotion	32,600	26,260	(6,340)	20,500	15,988	(4,512)
10 Revolving Loan*	-	-	-	-	-	-
11 Special Parks & Recreation	24,800	38,232	13,432	40,300	33,015	(7,285)
12 Street Improvements	166,290	173,786	7,496	178,024	137,439	(40,585)
13 Bond & Interest	788,552	845,815	57,263	751,020	799,515	48,495
14 Public Safety Equipment	48,460	153,546	105,086	47,100	142,136	95,036
15 Fire Insurance Proceeds*	-	-	-	-	-	-
16 Sewer	884,313	854,174	(30,139)	973,124	946,247	(26,877)
17 Recreation Employee Benefit	1,000	28	(972)	1,000	28	(972)
18 Golf Course	295,624	293,327	(2,297)	300,619	297,529	(3,091)
20 Special 911 Revenue	-	-	-	-	-	-
22 Tourism	56,304	59,476	3,172	58,080	62,751	4,671
23 Evidence Liability Fund*	-	-	-	-	-	-
24 CIP - General*	140,000	140,011	11	123,150	42,476	(80,674)
25 CIP - Street Project*	705,399	662,219	(43,180)	1,618,426	1,458,652	(159,774)
26 CIP - Sewer*	10,375	4,000	(6,375)	10,000	(368)	(10,368)
27 CIP - Grants*	700,767	377,694	(323,073)	822,113	424,898	(397,215)
28 CIP - Water*	-	-	-	569,576	569,577	1
33 CIP Electric*	95,763	98,063	2,300	3,504,054	926,512	(2,577,541)
43 Electric Debt Service	339,394	339,394	0	287,290	287,292	1
50 Cafeteria 125*	55,000	47,116	(7,884)	47,500	35,463	(12,037)
51 Court ADSAP*	-	-	-	-	-	-
52 Court Bonds*	15,000	15,061	61	15,000	15,458	458
53 Forfeitures*	-	900	900	-	2,850	2,850
TOTAL - ALL FUNDS	\$ 12,675,160	\$ 12,271,811	\$ (403,349)	\$ 17,893,404	\$ 14,308,841	\$ (3,584,563)
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 10,600,611</i>	<i>\$ 10,576,905</i>	<i>\$ (23,706)</i>	<i>\$ 10,876,045</i>	<i>\$ 10,528,185</i>	<i>\$ (347,860)</i>

* - Non Budgeted Funds

2016 ALL FUNDS SUMMARY

Prelim Actual - By Category of Expense

	Personnel	Contractual	Commodities	Capital Outlay	Debt Service	Transfers	Other Expenses	Total
1 General Operating	\$ 1,693,479	\$ 429,125	\$ 186,787	\$ 74,509	\$ -	\$ -	\$ 6,220	\$ 2,390,120
2 Water	266,683	121,618	154,601	11,000	-	100,827	152,522	807,251
3 Electric	401,248	1,717,257	140,838	122,312	-	885,157	476,052	3,742,865
4 Employee Benefit	718,058	20,675	-	-	-	-	-	738,734
5 Refuse	-	401,001	-	-	-	-	-	401,001
6 Library	-	2,959	10,383	-	-	-	-	13,342
7 Recreation	-	-	-	-	-	224	-	224
8 Rural Fire*	17,847	-	-	-	-	-	-	17,847
9 Industrial Promotion	-	5,988	-	-	-	-	10,000	15,988
10 Revolving Loan*	-	-	-	-	-	-	-	-
11 Special Parks & Recreation	-	7,284	-	8,441	17,290	-	-	33,015
12 Street Improvements	-	3,192	42,650	91,598	-	-	-	137,439
13 Bond & Interest	-	4,200	120,127	17,809	799,515	-	-	799,515
14 Public Safety Equipment	-	-	-	-	-	-	-	142,136
15 Fire Insurance Proceeds*	141,327	121,152	41,527	18,009	40,000	478,300	105,933	946,247
16 Sewer	-	-	-	-	-	28	-	28
17 Recreation Employee Benefit	125,741	72,445	87,053	3,651	-	-	8,638	297,529
18 Golf Course	-	-	-	-	-	-	-	-
20 Special 911 Revenue	-	46,765	9,882	3,591	-	-	2,513	62,751
22 Tourism	-	-	-	-	-	-	-	-
23 Evidence Liability Fund*	-	-	-	-	-	-	-	-
24 CIP - General*	-	-	-	42,476	-	-	-	42,476
25 CIP - Street Project*	-	-	-	1,404,991	-	53,662	-	1,458,652
26 CIP - Sewer*	-	-	-	(368)	-	-	-	(368)
27 CIP - Grants*	-	-	-	424,898	-	-	-	424,898
28 CIP - Water*	-	-	-	569,577	-	-	-	569,577
33 CIP Electric*	-	-	-	926,512	-	-	-	926,512
43 Electric Reserve*	-	-	-	-	287,292	-	-	287,292
50 Cafeteria 125*	-	5,450	-	-	-	-	30,013	35,463
51 Court ADSAP*	-	-	-	-	-	-	-	-
52 Court Bonds*	-	-	-	-	-	-	15,458	15,458
53 Forfeitures*	-	-	-	-	-	-	2,850	2,850
TOTAL - ALL FUNDS	\$ 3,364,384	\$ 2,959,111	\$ 793,848	\$ 3,719,006	\$ 1,144,097	\$ 1,518,197	\$ 810,198	\$ 14,308,841
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 3,346,537</i>	<i>\$ 2,953,661</i>	<i>\$ 793,848</i>	<i>\$ 350,921</i>	<i>\$ 856,805</i>	<i>\$ 1,464,536</i>	<i>\$ 761,877</i>	<i>\$ 10,528,185</i>

* - Non Budgeted Funds

General Fund Revenues

2011 to 2016

	2011		2012		2013		2014		2015		2016 Prelim		2017		2011-2016	
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>Approved</u>	<u>Approved</u>	Avg Annual	% Change
Property & Vehicle Taxes	\$ 501,209	\$ 547,203	\$ 600,121	\$ 598,701	\$ 627,193	\$ 609,374	\$ 649,177									4.32%
Sales & Liquor Taxes	628,641	642,306	661,386	722,409	734,838	711,496	707,725									2.64%
Grants	11,391	10,791	22,355	22,909	20,247	108,434	69,990									170.38%
Franchise Fees	156,721	125,529	143,127	143,103	125,968	107,416	119,600									-6.29%
Admin. & Internal Fees	-	357,000	385,295	381,422	431,726	379,327	368,114									#DIV/0!
Licenses & Permits	36,554	27,016	33,275	19,383	26,725	23,672	17,905									-7.05%
Charges for Services	55,826	55,131	50,790	52,807	56,377	44,108	53,900									-4.20%
Fines & Fees	101,608	130,323	114,517	115,309	104,456	124,809	122,000									4.57%
Interest	22,095	22,656	20,447	12,896	12,553	11,632	11,750									-9.47%
Transfers	824,511	263,963	164,750	171,000	272,450	236,000	266,000									-14.28%
Sale of Assets	1,750	6,025	4,600	6,000	-	14,901	-									150.30%
Miscellaneous	53,616	22,515	36,697	49,053	95,865	28,793	22,400									-9.26%
Total Revenues	\$ 2,393,923	\$ 2,210,457	\$ 2,237,360	\$ 2,294,991	\$ 2,508,397	\$ 2,399,962	\$ 2,408,561									0.05%
<i>Mill Levy</i>	19.318	22.365	25.375	24.094	26.769	25.649	28.107									6.55%
<i>Property Tax per mill</i>	\$ 22,368	\$ 21,373	\$ 21,107	\$ 21,087	\$ 20,603	\$ 20,496	\$ 20,421									-1.67%

2016 Transfers

Original Approved Budget and Revised Estimates

	FROM											TOTAL			
	Water	Electric	Emp. Ben.	Recreation	Rural Fire	Sewer	Rec EBF	Golf Course	CIP-Streets	CIP-Water					
General Operating Fund	41,000	185,000				40,000									266,000
General Operating Fund - Overhead	93,254	192,819				93,254									379,327
Water Fund					4,000										4,000
Employee Benefit Fund		-					1,000								1,000
Employee Benefit Fund - Health Ins	43,978	54,695				12,679									111,352
Employee Benefit Fund - Overhead	-	45,379				-									45,379
Industrial Fund								5,460							5,460
Special Parks & Recreation		20,000		2,000											22,000
Street Improvement Fund									47,400						47,400
Bond & Interest Fund	59,827					434,300									494,127
Public Safety Equipment Fund		40,000													40,000
Sewer Fund					8,000										8,000
Golf Course Fund		70,000													70,000
Tourism		10,000													10,000
Capital Improvements - General		140,000													140,000
Capital Improvements - Street															-
Capital Improvements - Sewer						4,000									4,000
Capital Improvements - Electric		95,763													95,763
Electric Debt Reserve Fund		339,394													339,394
Cafeteria 125/HRA			20,000												20,000
TOTAL	238,059	1,193,050	20,000	2,000	12,000	584,233	1,000	5,460	47,400	-	47,400	-	-	-	2,103,202

TO

Change Budget to Revised 8,536 476,585 - (2,000) 12,000 6,843 - 47,400 - 549,364

2016 Transfers

Original Approved Budget and Revised Estimates

PRELIM ACTUAL	FROM													TOTAL	
	Water	Electric	Emp. Ben.	Recreation	Rural Fire	Sewer	Rec EBF	Golf Course	CIP-Streets	CIP-Water					
General Operating Fund	41,000	155,000				40,000									236,000
General Operating Fund - Overhead	93,254	175,512				93,254									362,020
Water Fund					4,000										4,000
Employee Benefit Fund		-					28								28
Employee Benefit Fund - Health Ins	43,978	54,695				12,679									111,352
Employee Benefit Fund - Overhead		47,686													47,686
Industrial Fund								-							-
Special Parks & Recreation		35,000		224											35,224
Street Improvement Fund									53,662						53,662
Bond & Interest Fund	59,827					434,300			-						494,127
Public Safety Equipment Fund		40,000			2,482										42,482
Sewer Fund					8,000										8,000
Golf Course Fund		70,000													70,000
Tourism		10,000													10,000
Capital Improvements - General		140,000													140,000
Capital Improvements - Street										264,219					264,219
Capital Improvements - Sewer						4,000									4,000
Capital Improvements - Electric		95,763													95,763
Electric Debt Reserve Fund		339,394													339,394
Cafeteria 125/HRA			20,000												20,000
TOTAL	238,059	1,163,050	20,000	224	14,482	584,233	28	-	53,662	264,219	264,219	264,219	6,262	(5,460)	234,754

Change Revised to Actual 0 (30,000) - (1,776) 2,482 (0) (972) (5,460) 6,262 264,219 234,754

TO

2016-2017 ALL FUNDS SUMMARY

By Category of Expense

	<u>Beginning Balance</u>	<u>Prelim Actual Revenues</u>	<u>Prelim Actual Expenditures</u>	<u>2016 Ending Bal</u>	<u>2017 Approved Revenues</u>	<u>2017 Approved Expenditures</u>	<u>2017 Est. Ending Bal</u>	<u>Two-Year Change</u>
1 General Operating	\$ 422,152	\$ 2,399,962	\$ 2,390,120	\$ 431,993	\$ 2,408,561	\$ 2,638,308	\$ 202,246	\$ (219,905)
2 Water	179,813	870,628	807,251	243,189	920,697	1,053,775	110,111	(69,701)
3 Electric	492,982	3,677,453	3,742,865	427,571	4,092,617	4,223,746	296,442	(196,541)
4 Employee Benefit	69,806	752,635	738,734	83,707	783,263	825,610	41,359	(28,447)
5 Refuse	4,942	403,819	401,001	7,760	430,500	431,500	6,760	1,818
6 Library	106,247	27,541	13,342	120,446	11,000	114,000	17,446	(88,801)
7 Recreation	-	224	224	-	2,000	2,000	-	-
8 Rural Fire*	7,399	10,448	17,847	-	-	-	-	(7,399)
9 Industrial Promotion	60,641	26,260	15,988	70,913	34,639	105,500	52	(60,589)
10 Revolving Loan*	-	-	-	-	-	-	-	-
11 Special Parks & Recreation	94,867	38,232	33,015	100,084	24,725	50,000	74,809	(20,058)
12 Street Improvements	111,837	173,786	137,439	148,184	119,050	157,980	109,254	(2,583)
13 Bond & Interest	156,241	845,815	799,515	202,542	774,040	939,069	37,513	(118,728)
14 Public Safety Equipment	3,673	153,546	142,136	15,083	60,417	64,800	10,700	7,027
15 Fire Insurance Proceeds*	1	-	-	1	-	-	1	-
16 Sewer	245,326	854,174	946,247	153,253	899,068	979,430	72,890	(172,436)
17 Recreation Employee Benefit	-	28	28	-	1,000	1,000	-	-
18 Golf Course	5,601	293,327	297,529	1,399	314,500	313,946	1,953	(3,648)
20 Special 911 Revenue	9,897	-	-	9,897	-	9,897	-	(9,897)
22 Tourism	39,737	59,476	62,751	36,462	73,620	85,350	24,732	(15,005)
23 Evidence Liability Fund*	-	-	-	-	-	-	-	-
24 CIP - General*	41,003	140,011	42,476	138,539	130,000	145,000	123,539	82,535
25 CIP - Street Project*	913,027	662,219	1,458,652	116,594	1,200,000	1,200,000	116,594	(796,433)
26 CIP - Sewer*	(368)	4,000	(368)	4,000	-	-	4,000	4,368
27 CIP - Grants*	121,346	377,694	424,898	74,142	-	-	74,142	(47,204)
28 CIP - Water*	569,577	-	569,577	-	-	-	-	-
33 CIP Electric*	3,858,290	95,763	926,512	3,027,541	-	450,000	2,577,541	-
43 Electric Debt Service	95,763	339,394	287,292	147,866	435,725	443,600	139,991	-
50 Cafeteria 125*	32,174	47,116	35,463	43,827	65,000	52,500	56,327	24,153
51 Court ADSAP*	7,401	-	-	7,401	-	-	7,401	-
52 Court Bonds*	13,667	15,061	15,458	13,270	-	-	13,270	(397)
53 Forfeitures*	2,928	900	2,850	978	-	-	978	(1,950)
TOTAL - ALL FUNDS	\$ 7,665,970	\$ 12,269,511	\$ 14,308,841	\$ 5,626,640	\$ 12,780,421	\$ 14,287,012	\$ 4,120,049	\$ (1,739,822)
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 2,003,762</i>	<i>\$ 10,576,905</i>	<i>\$ 10,528,185</i>	<i>\$ 2,052,482</i>	<i>\$ 10,949,696</i>	<i>\$ 11,995,912</i>	<i>\$ 1,006,266</i>	<i>\$ (997,496)</i>

* - Non Budgeted Funds

Utility Revenue

2008 - 2017

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>ACTUAL</u>	2015 <u>ACTUAL</u>	2016 Prelim <u>ACTUAL</u>	2017 <u>Approved</u>	5-Year <u>Average</u>	2016 from <u>Average</u>
Water Revenue									
Sales and Charges	\$ 758,632	\$ 825,929	\$ 790,278	\$ 802,513	\$ 819,867	\$ 836,625	\$ 835,802	\$ 799,444	4.65 %
Reimbursed Expenses/Transfers	-	8,785	593	-	104,775	8,257	-	22,831	(63.83)%
All Other	20,067	17,069	16,114	15,811	19,763	25,746	84,895	17,765	44.92 %
Subtotal	\$ 778,699	\$ 851,783	\$ 806,986	\$ 818,325	\$ 944,405	\$ 870,628	\$ 920,697	\$ 798,293	9.06 %
w/o reimbursed	\$ 778,699	\$ 842,998	\$ 806,392	\$ 818,325	\$ 839,630	\$ 862,370	\$ 920,697	\$ 775,462	11.21 %
Electric Revenue									
Sales and Charges	\$ 3,612,738	\$ 3,476,687	\$ 3,288,092	\$ 3,687,768	\$ 3,441,687	\$ 3,281,033	\$ 3,754,407	\$ 3,501,394	(6.29)%
Reimbursed Expenses/Transfers	23,347	328,666	162,507	4,512	5,375	87,873	2,000	104,881	(16.22)%
All Other	312,138	277,610	265,179	284,497	276,599	308,547	336,209	283,204	8.95 %
Subtotal	\$ 3,948,224	\$ 4,082,963	\$ 3,715,777	\$ 3,976,776	\$ 3,723,661	\$ 3,677,453	\$ 4,092,617	\$ 3,809,359	(3.46)%
w/o reimbursed	\$ 3,924,877	\$ 3,754,297	\$ 3,553,270	\$ 3,972,264	\$ 3,718,286	\$ 3,589,580	\$ 4,090,617	\$ 3,704,478	(3.10)%
Sewer Revenue									
Sales and Charges	\$ 771,765	\$ 748,972	\$ 825,379	\$ 818,794	\$ 847,908	\$ 844,778	\$ 899,068	\$ 802,564	5.26 %
Reimbursed Expenses/Transfers	-	-	6,053	1,500	-	-	-	1,511	(100.00)%
All Other	350	-	-	1,089	450	9,396	-	378	2,386.76 %
Subtotal	\$ 772,115	\$ 748,972	\$ 831,432	\$ 821,383	\$ 848,358	\$ 854,174	\$ 899,068	\$ 770,740	10.83 %
w/o reimbursed	\$ 772,115	\$ 748,972	\$ 825,379	\$ 819,883	\$ 848,358	\$ 854,174	\$ 899,068	\$ 769,229	11.04 %
TOTAL UTILITY REVENUE	\$ 5,499,037	\$ 5,683,718	\$ 5,354,194	\$ 5,616,484	\$ 5,516,424	\$ 5,402,254	\$ 5,912,382	\$ 5,378,392	(4.95)%
w/o reimbursed	\$ 5,475,690	\$ 5,346,268	\$ 5,185,041	\$ 5,610,472	\$ 5,406,274	\$ 5,306,124	\$ 5,910,382	\$ 5,249,170	(0.75)%

Fund #01
General Fund

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 Original	2016 REVISED	2016 Prelim Actual	2017 Approved
BEGINNING CASH BALANCE	\$ 111,385	\$ 202,579	\$ 234,072	\$ 263,629	\$ 422,152	\$ 422,152	\$ 279,747
REVENUES							
Property & Vehicle Taxes	\$ 600,121	\$ 598,701	\$ 627,193	\$ 599,102	\$ 602,587	\$ 609,374	\$ 649,177
Sales & Liquor Taxes	661,386	722,409	734,838	703,900	707,800	711,496	707,725
Grants	22,355	22,909	20,247	68,990	106,733	108,434	69,990
Franchise Fees	143,127	143,103	125,968	123,200	105,600	107,416	119,600
Admin. & Internal Fees	385,295	381,422	431,726	399,072	379,327	379,327	368,114
Licenses & Permits	33,275	19,383	26,725	17,905	19,905	23,672	17,905
Charges for Services	50,790	52,807	56,377	60,356	54,500	44,108	53,900
Fines & Fees	114,517	115,309	104,456	122,000	117,000	124,809	122,000
Interest	20,447	12,896	12,553	12,500	11,750	11,632	11,750
Transfers	164,750	171,000	272,450	286,000	266,000	236,000	266,000
Sale of Assets	4,600	6,000	-	-	14,900	14,901	-
Miscellaneous	36,697	49,053	95,865	22,250	31,750	28,793	22,400
TOTAL REVENUES	\$ 2,237,360	\$ 2,294,991	\$ 2,508,397	\$ 2,415,275	\$ 2,417,852	\$ 2,399,962	\$ 2,408,561
		-	-				
TOTAL RESOURCES AVAILABLE	\$ 2,348,745	\$ 2,497,570	\$ 2,742,469	\$ 2,678,904	\$ 2,840,003	\$ 2,822,113	\$ 2,688,307
EXPENSES							
By Program							
101 General Administration	\$ 548,820	\$ 481,284	\$ 507,864	\$ 548,234	\$ 543,506	\$ 490,795	\$ 556,668
102 Code Enforcement (2013)	30,414	74,360	130,644	154,103	158,773	123,682	149,576
103 Police	868,050	871,363	891,526	886,702	872,692	876,381	874,015
104 John Brown Cabin	35,997	35,324	34,557	38,416	37,388	35,518	37,207
105 Streets & Alleys	258,196	257,063	180,246	245,495	230,694	173,089	245,077
106 Swimming Pool	7,054	2,285	-	-	-	-	-
107 Properties & Maintenance	97,984	200,238	240,501	326,332	299,613	282,488	321,550
108 Fire (Sal-2011,All-2013)	31,184	59,968	49,836	68,712	63,210	65,913	76,948
109 Municipal Court Services	128,533	136,895	147,973	164,889	175,338	169,962	170,809
110 Levees & Stormwater	7,209	9,061	9,516	24,992	36,950	34,815	21,294
111 Library	132,725	135,656	127,654	151,863	142,092	137,476	155,164
Cash Basis Reserve							30,000
TOTAL EXPENSES	\$ 2,146,166	\$ 2,263,498	\$ 2,320,317	\$ 2,609,737	\$ 2,560,256	\$ 2,390,120	\$ 2,638,308
Revenues Over Expenditures	\$ 91,194	\$ 31,493	\$ 188,080	\$ (194,462)	\$ (142,405)	\$ 9,842	\$ (229,747)
ENDING BALANCE	\$ 202,579	\$ 234,072	\$ 422,152	\$ 69,167	\$ 279,747	\$ 431,993	\$ 50,000
<i>as a percentage of expenses</i>	<i>9.4%</i>	<i>10.3%</i>	<i>18.2%</i>	<i>2.7%</i>	<i>10.9%</i>	<i>18.1%</i>	<i>1.9%</i>

Fund # 02

Water

	2013 <u>ACTUAL</u>	2014 <u>ACTUAL</u>	2015 <u>ACTUAL</u>	2016 <u>Original</u>	2016 <u>REVISED</u>	2016 <u>Prelim Actual</u>	2017 <u>Approved</u>
BEGINNING CASH BALANCE	\$ 176,093	\$ 206,190	\$ 122,292	\$ 164,192	\$ 179,813	\$ 179,813	\$ 183,527
REVENUE							
510 Sales and Charges	\$ 539,336	\$ 558,614	\$ 553,626	\$ 608,400	\$ 559,728	\$ 561,784	\$ 564,728
511 Wholesale Water	236,647	225,223	251,395	246,300	260,300	261,777	255,800
512 Bulk Water Sales	14,295	18,676	14,846	20,300	16,240	13,063	15,274
513 New Utility Services		750	2,250			2,380	
Rate Increases - Retail Sales				50,000	23,373		46,746
Rate Increases - Wholesale/Bulk					9,159		18,318
801 Miscellaneous Revenue	1,200					-	
Transfer in from Rural Fire					4,000	4,000	
802 Reimbursed Expense	593		104,775		1,650	8,257	
808 Water Protection Tax	3,322	3,469	3,008	3,500	3,500	3,034	3,500
813 Tower Lease	11,592	11,592	14,505	16,331	16,331	16,331	16,331
TOTAL REVENUE	\$ 806,986	\$ 818,325	\$ 944,405	\$ 944,831	\$ 894,281	\$ 870,628	\$ 920,697
TOTAL RESOURCES AVAILABLE	\$ 983,078	\$ 1,024,514	\$ 1,066,697	\$ 1,109,023	\$ 1,074,093	\$ 1,050,441	\$ 1,104,224
EXPENSES							
Personnel							
Salaries	\$ 133,464	\$ 164,685	\$ 212,273	\$ 208,954	\$ 197,616	\$ 217,910	\$ 201,455
Health Insurance	24,545	29,232	33,330	39,382	43,978	43,978	44,102
All Other Benefits	24,487	37,696	43,512	45,142	45,890	48,774	41,729
Subtotal	182,496	231,612	289,115	293,478	287,484	310,661	287,286
Operating Expenses							
Utilities	83,238	53,708	53,966	59,500	58,000	50,287	61,000
Treatment Chemicals	163,855	128,870	122,893	130,100	85,200	64,202	90,200
Professional Services	3,791	118,992	6,666	14,000	9,500	5,807	12,000
Machine Parts & Supplies	14,361	19,612	14,226	18,000	15,000	20,230	15,000
State Taxes & Fees	14,290	18,533	14,348	38,500	20,500	15,290	28,500
All Other Expenses	96,101	113,224	148,770	134,910	129,468	137,018	135,068
Subtotal	375,635	452,939	360,869	395,010	317,668	292,834	341,768
Meters Lease	-	-	-	-	-	-	-
Capital Outlay	26,584	45,432	31,259	140,500	91,334	9,675	157,500
Subtotal	26,584	45,432	31,259	140,500	91,334	9,675	157,500
Debt Service	59,827	59,827	59,827	74,827	59,827	59,827	126,000
Transfers	45,000	40,000	40,000	43,000	41,000	41,000	41,000
Overhead Fees	87,346	72,412	105,813	87,314	93,254	93,254	100,221
TOTAL EXPENSES	\$ 776,889	\$ 902,222	\$ 886,884	\$ 1,034,129	\$ 890,567	\$ 807,251	\$ 1,053,775
Revenues Over Expenditures	\$ 30,097	\$ (83,898)	\$ 57,521	\$ (89,298)	\$ 3,714	\$ 63,376	\$ (133,078)
ENDING BALANCE	\$ 206,190	\$ 122,292	\$ 179,813	\$ 74,894	\$ 183,527	\$ 243,189	\$ 50,449
<i>as a percentage of expenses</i>	26.5%	13.6%	20.3%	7.2%	20.6%	30.1%	4.8%
Full-Time Equivalent Employees (FTE)	4.00	4.40	4.40	4.65	4.65		4.65

Fund # 03
Electric

	2013	2014	2015	2016	2016	2016	2017
	ACTUAL	ACTUAL	ACTUAL	Original	REVISED	Prelim Actual	Approved
BEGINNING CASH BALANCE	\$ 443,463	\$ 420,357	\$ 531,865	\$ 323,509	\$ 492,982	\$ 492,982	\$ 415,521
REVENUE							
Sales and Charges	\$ 3,288,092	\$ 3,687,768	\$ 3,441,687	\$ 3,915,743	\$ 3,497,965	\$ 3,281,033	\$ 3,754,407
Penalties and Fees	92,236	102,774	104,336	98,728	103,184	119,665	103,184
Excess Capacity Sales							40,000
Utility Deposits	55,998	49,950	54,550	50,000	53,499	69,350	53,499
Sales Taxes Collected	105,189	122,673	112,005	118,658	114,119	103,800	122,486
Transfers In/Reimb Exp	162,507	4,512	5,375	2,000	2,000	87,873	2,000
Miscellaneous	11,755	9,100	5,707	20,180	17,040	15,731	17,040
TOTAL REVENUE	\$ 3,715,777	\$ 3,976,776	\$ 3,723,661	\$ 4,205,309	\$ 3,787,808	\$ 3,677,453	\$ 4,092,617
TOTAL RESOURCES AVAILABLE	\$ 4,159,240	\$ 4,397,133	\$ 4,255,526	\$ 4,528,818	\$ 4,280,791	\$ 4,170,435	\$ 4,508,138
EXPENSES							
Personnel							
Salaries	\$ 361,166	\$ 358,543	\$ 348,744	\$ 374,326	\$ 356,816	\$ 335,564	\$ 364,391
Health Insurance	43,381	49,254	61,166	66,529	54,695	54,695	55,871
All Other Benefits	67,790	70,618	70,936	81,367	72,213	65,685	74,671
Subtotal	472,337	478,415	480,846	522,223	483,724	455,943	494,932
Operating Expenses							
Purchased Power/Trans/Fuel	2,039,191	2,091,062	1,943,048	2,187,812	1,573,849	1,564,415	1,917,000
Insurance	61,630	57,887	49,145	50,710	58,230	59,288	60,897
Professional Services	19,527	26,586	40,997	31,000	28,520	28,392	29,376
Bldg & Mach Parts & Supplies	71,093	85,096	71,105	83,950	75,730	89,837	78,002
Motor Fuel	7,730	7,644	6,998	9,500	8,800	7,480	9,064
State & Local Taxes	122,340	143,369	130,608	141,184	132,452	125,161	136,426
Deposit Refunds/Interest	56,838	54,311	53,645	51,000	52,851	47,998	54,436
Other Expenses	95,043	100,640	75,262	121,700	103,011	108,683	106,101
Subtotal	2,473,392	2,566,596	2,370,806	2,676,855	2,033,442	2,031,254	2,391,300
Capital Expenses							
Meters Lease	-	-	-	-	-	198	-
Poles/Transformers/Wire	40,995	37,290	35,678	60,000	50,000	38,606	60,000
Vehicles/Equipment	7,195	-	819	46,000	46,020	40,088	1,500
All Other	16,361	37,160	61,503	107,400	88,729	43,421	101,200
Subtotal	64,551	74,450	98,000	213,400	184,749	122,312	162,700
Debt Service							
Transfers/Other Assistance	518,000	512,000	586,000	446,000	490,000	475,000	480,000
Transfer for Debt Service/Reserve Fund	-	-	-	200,000	435,157	435,157	435,725
Loan for Street Project	-	-	-	-	-	-	-
Overhead Fees	210,603	233,806	226,892	228,936	238,198	223,198	259,088
TOTAL EXPENSES	\$ 3,738,883	\$ 3,865,268	\$ 3,762,544	\$ 4,287,414	\$ 3,865,270	\$ 3,742,865	\$ 4,223,746
Revenues Over Expenditures	\$ (23,106)	\$ 111,509	\$ (38,883)	\$ (82,106)	\$ (77,461)	\$ (65,412)	\$ (131,129)
<i>Less Transfers</i>	<i>494,894</i>	<i>623,509</i>	<i>547,117</i>	<i>563,894</i>	<i>847,696</i>	<i>409,588</i>	<i>784,596</i>
ENDING BALANCE	\$ 420,357	\$ 531,865	\$ 492,982	\$ 241,404	\$ 415,521	\$ 427,571	\$ 284,392
<i>as a percentage of expenses</i>	<i>11.2%</i>	<i>13.8%</i>	<i>13.1%</i>	<i>5.6%</i>	<i>10.8%</i>	<i>11.4%</i>	<i>6.7%</i>
Full-Time Equivalent Employees (FTE)	6.00	6.90	6.90	6.55	6.55		6.55

Fund # 04
Employee Benefits

	2013	2014	2015	2016	2016	2016	2017
	ACTUAL	ACTUAL	ACTUAL	Original	REVISED	Prelim Actua	Approved
BEGINNING CASH BALANCE	\$ 52,082	\$ 20,523	\$ 107,698	\$ 51,038	\$ 69,806	\$ 69,806	\$ 83,347
REVENUE							
101 Ad Valorem Tax	\$ 473,228	\$ 523,863	\$ 512,605	\$ 534,358	\$ 530,938	\$ 530,554	\$ 498,780
102 Delinquent Tax	12,531	28,449	16,888	15,311	16,265	21,630	16,159
205 Motor Vehicle Tax	47,063	50,269	56,461	48,547	50,269	55,957	57,825
215 Recreational Vehicle Tax	595	710	821	719	719	773	938
216 16 / 20 M Vehicle Tax	463	1,755	682	487	487	901	1,026
802 Reimbursed Expense	10,579					1,061	
Reimb Health Ins - Water	24,545	29,232	33,330	39,382	43,978	43,978	44,102
Reimb Health Ins - Elec	43,381	49,254	61,166	66,529	54,695	54,695	55,871
Reimb Health Ins - Sewer	15,067	19,061	12,547	13,776	12,679	12,679	13,929
Reimb Overhead Ben - Water					-		20,513
Reimb Overhead Ben - Elec					48,197	30,379	52,607
Reimb Overhead Ben - Sewer					-		20,513
Transfer from Rec Emp Ben Fund	1,457	80	506		1,000	28	1,000
TOTAL REVENUE	\$ 628,910	\$ 702,673	\$ 695,006	\$ 719,109	\$ 759,227	\$ 752,635	\$ 783,263
TOTAL RESOURCES AVAILABLE	\$ 680,993	\$ 723,196	\$ 802,705	\$ 770,147	\$ 829,033	\$ 822,441	\$ 866,610
EXPENSES							
By Object							
103 FICA	\$ 129,418	\$ 131,877	\$ 135,990	\$ 143,527	\$ 144,525	\$ 130,577	\$ 150,328
104 KPERS	131,130	150,533	176,059	167,320	153,852	150,832	149,750
105 Health Insurance	332,306	251,426	339,468	364,291	362,477	373,967	376,815
106 Workers' Compensation	41,541	52,817	55,169	56,905	62,570	60,038	64,794
107 Unemployment Insurance	1,778	13,449	1,316	7,505	1,889	2,112	3,537
117 Life Insurance						533	
206 Professional Services	296						
204 Insurance		395	331	374	374	321	385
220 Other Contractual							
221 Reimbursement to 125/HRA	24,000	15,000	20,000	20,000	20,000	20,000	30,000
227 Penalties & Interest			4,565			355	
710 Cash Basis Reserve							50,000
TOTAL EXPENSES	\$ 660,469	\$ 615,497	\$ 732,899	\$ 759,921	\$ 745,686	\$ 738,734	\$ 825,610
Revenues Over Expenditures	\$ (31,559)	\$ 87,175	\$ (37,892)	\$ (40,812)	\$ 13,541	\$ 13,901	\$ (42,347)
ENDING BALANCE	\$ 20,523	\$ 107,698	\$ 69,806	\$ 10,226	\$ 83,347	\$ 83,707	\$ 41,000
<i>as a percentage of expenses</i>	<i>3.1%</i>	<i>17.5%</i>	<i>9.5%</i>	<i>1.3%</i>	<i>11.2%</i>	<i>11.3%</i>	<i>5.0%</i>
Full-Time Equivalent Employees (FTE)	59.30	61.50	60.50	59.50	61.00		60.85

Fund # 12
Street Improvement

	2013	2014	2015	2016	2016	2016	2017
	ACTUAL	ACTUAL	ACTUAL	Original	REVISED	Prelim Actual	Approved
BEGINNING CASH BALANCE	\$ 99,272	\$ 122,076	\$ 127,186	\$ 103,756	\$ 111,837	\$ 111,837	\$ 100,103
REVENUE							
210 Gasoline Tax	\$ 111,162	\$ 113,542	\$ 114,813	\$ 113,790	\$ 113,790	\$ 114,791	\$ 113,950
211 County Connecting Links	5,100	5,100	5,100	5,100	5,100	5,100	5,100
802 Reimbursed Expense		15				6,262	
Reimb from CIP-Streets	3,831				47,400	47,400	
901 Sale of Fixed Assets						234	
TOTAL REVENUE	\$ 120,094	\$ 118,657	\$ 119,913	\$ 118,890	\$ 166,290	\$ 173,786	\$ 119,050
TOTAL RESOURCES AVAILABLE	\$ 219,365	\$ 240,733	\$ 247,099	\$ 222,646	\$ 278,127	\$ 285,623	\$ 219,153
EXPENSES							
By Object							
Contractual Services	\$ 2,936	\$ 7,067	\$ 50,051	\$ 5,500	\$ 5,500	\$ 3,192	\$ 5,500
Machine Parts	-	-	-	5,000	-	-	-
Street Materials	1,089	-	365	-	-	1,215	-
Other Commodities	35,039	37,073	37,484	62,000	40,000	41,434	60,000
Equipment	-	69,408	32,809	34,480	46,080	49,165	32,480
Chip/Seal	58,225	-	-	25,000	25,000	-	25,000
Other Capital Outlay	-	-	14,552	48,000	61,444	42,432	35,000
TOTAL EXPENSES	\$ 97,289	\$ 113,548	\$ 135,262	\$ 179,980	\$ 178,024	\$ 137,439	\$ 157,980
Revenues Over Expenditures	\$ 22,805	\$ 5,110	\$ (15,349)	\$ (61,090)	\$ (11,734)	\$ 36,347	\$ (38,930)
ENDING BALANCE	\$ 122,076	\$ 127,186	\$ 111,837	\$ 42,666	\$ 100,103	\$ 148,184	\$ 61,173
<i>as a percentage of expenses</i>	<i>125.5%</i>	<i>112.0%</i>	<i>82.7%</i>	<i>23.7%</i>	<i>56.2%</i>	<i>107.8%</i>	<i>38.7%</i>

Fund # 13
Bond & Interest

	2013	2014	2015	2016	2016	2016	2017
	ACTUAL	ACTUAL	ACTUAL	Original	REVISED	Prelim Actual	Approved
BEGINNING CASH BALANCE	\$ 96,892	\$ 88,617	\$ 119,632	\$ 137,623	\$ 156,241	\$ 156,241	\$ 193,773
REVENUE							
101 Ad Valorem Tax	\$ 220,616	\$ 231,834	\$ 260,649	\$ 262,533	\$ 260,853	\$ 260,649	\$ 288,226
102 Delinquent Tax	5,693	13,237	7,872	8,645	8,270	10,732	7,939
205 Motor Vehicle Tax	24,058	24,226	25,269	24,688	24,688	27,617	28,410
212 Special Assessment		341					
215 Recreational Vehicle Tax	319	853	366	366	366	385	461
216 16/20M Vehicle Tax		34	302	248	248	458	504
802 Reimbursed Expense						51,847	
826 Transfer from CIP-Streets		19,159					
831 Transfer In from Sewer	434,000	435,000	434,200	434,300	434,300	434,300	322,500
833 Transfer In from Water	59,827	59,827	59,827	59,827	59,827	59,827	126,000
TOTAL REVENUE	\$ 744,512	\$ 784,510	\$ 788,484	\$ 790,607	\$ 788,552	\$ 845,815	\$ 774,040
TOTAL RESOURCES AVAILABLE	\$ 841,404	\$ 873,127	\$ 908,116	\$ 928,231	\$ 944,793	\$ 1,002,056	\$ 967,813
EXPENSES							
By Object							
Cash Basis Reserve	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 140,000
Police Station Debt				16,000			
Main Street Phase II Project Debt			170	40,000		48,500	
501 Bond Principal	444,000	457,000	468,000	480,000	480,000	480,000	460,000
502 Bond Interest	308,788	296,495	283,705	271,020	271,020	271,014	339,069
TOTAL EXPENSES	\$ 752,788	\$ 753,495	\$ 751,875	\$ 887,020	\$ 751,020	\$ 799,515	\$ 939,069
Revenues Over Expenditures	\$ (8,275)	\$ 31,015	\$ 36,609	\$ (96,413)	\$ 37,532	\$ 46,301	\$ (165,029)
ENDING BALANCE	\$ 88,617	\$ 119,632	\$ 156,241	\$ 41,211	\$ 193,773	\$ 202,542	\$ 28,744
<i>as a percentage of expenses</i>	<i>11.8%</i>	<i>15.9%</i>	<i>20.8%</i>	<i>4.6%</i>	<i>25.8%</i>	<i>25.3%</i>	<i>3.1%</i>

Fund # 16
Sewer

	2013	2014	2015	2016	2016	2016	2017
	ACTUAL	ACTUAL	ACTUAL	Original	REVISED	Prelim Actual	Approved
BEGINNING CASH BALANCE	\$ 335,552	\$ 383,948	\$ 357,409	\$ 169,140	\$ 245,326	\$ 245,326	\$ 156,515
REVENUE							
510 Sales/Charges	\$ 825,379	\$ 818,794	\$ 847,908	\$ 849,000	\$ 853,561	\$ 844,778	\$ 853,561
Rate Increase				40,000	22,752		45,507
513 New Utility Services		350	450				
802 Reimbursed Expense	6,053	1,500					
Transfer in from Rural Fire					8,000	8,000	
901 Sale of Fixed Assets		739				1,396	
TOTAL REVENUE	\$ 831,432	\$ 821,383	\$ 848,358	\$ 889,000	\$ 884,313	\$ 854,174	\$ 899,068
TOTAL RESOURCES AVAILABLE	\$ 1,166,984	\$ 1,205,331	\$ 1,205,768	\$ 1,058,140	\$ 1,129,639	\$ 1,099,500	\$ 1,055,583
EXPENSES							
By Object							
Salaries & Wages	\$ 111,171	\$ 146,542	\$ 162,882	\$ 162,000	\$ 154,120	\$ 154,006	\$ 165,958
Utilities	32,187	52,833	50,835	54,000	54,000	46,492	55,000
Prof Services & Contract Maint	3,096	16,418	59,137	27,500	14,500	22,232	25,000
Chemicals	7,054	4,875	6,015	12,000	7,000	6,214	8,000
Parts & Supplies	27,415	14,596	5,267	27,000	22,000	29,858	27,000
All Other Capital Outlay	-	4,463	6,046	83,700	53,200	22,009	128,500
Debt Service	434,000	435,000	467,048	474,300	474,300	474,300	362,501
Transfer to General Fund	39,000	41,000	41,000	42,000	40,000	40,000	40,000
Overhead Fees	87,346	75,204	99,021	87,314	93,254	93,254	100,221
All Other Expenses	41,767	56,989	63,190	63,530	60,750	57,883	67,250
TOTAL EXPENSES	\$ 783,036	\$ 847,921	\$ 960,441	\$ 1,033,344	\$ 973,124	\$ 946,247	\$ 979,430
Revenues Over Expenditures	\$ 48,396	\$ (26,538)	\$ (112,083)	\$ (144,344)	\$ (88,811)	\$ (92,074)	\$ (80,362)
ENDING BALANCE	\$ 383,948	\$ 357,409	\$ 245,326	\$ 24,796	\$ 156,515	\$ 153,253	\$ 76,153
<i>as a percentage of expenses</i>	<i>49.0%</i>	<i>42.2%</i>	<i>25.5%</i>	<i>2.4%</i>	<i>16.1%</i>	<i>16.2%</i>	<i>7.8%</i>
Full-Time Equivalent Employees (FTE)	2.35	2.60	2.60	2.65	2.65		2.65

Fund # 18
Osawatomie Golf Course

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 Original	2016 REVISED	2016 Prelim Actual	2017 Approved
BEGINNING CASH BALANCE	\$ 4,804	\$ 26,038	\$ 6,362	\$ 2,006	\$ 5,601	\$ 5,601	\$ 606
REVENUE							
Greens & Range Fees	\$ 56,859	\$ 42,352	\$ 58,109	\$ 55,500	\$ 71,300	\$ 74,226	\$ 80,800
Member Fees	47,977	33,118	46,875	50,830	41,000	40,365	47,000
Cart Related Fees	44,468	39,325	57,946	49,665	40,544	39,352	46,700
Food & Beverage	23,138	32,692	41,873	39,000	48,500	46,532	50,500
Pro Shop Sales	-	-	4,971	8,000	6,000	5,007	6,000
Sales Taxes	3,614	6,121	9,306	8,700	9,950	8,451	9,300
Miscellaneous	9,058	8,387	3,699	10,000	8,330	9,394	4,200
Transfer from Electric	98,250	70,000	165,000	70,000	70,000	70,000	70,000
Loans from Other Funds	-	-	-	-	-	-	-
TOTAL REVENUE	\$ 283,364	\$ 231,995	\$ 387,779	\$ 291,695	\$ 295,624	\$ 293,327	\$ 314,500
TOTAL RESOURCES AVAILABLE	\$ 288,167	\$ 258,034	\$ 394,141	\$ 293,700	\$ 301,225	\$ 298,928	\$ 315,106
EXPENSES							
By Object							
Salaries & Wages	\$ 122,465	\$ 120,837	\$ 192,959	\$ 117,717	\$ 120,008	\$ 125,741	\$ 139,696
Utilities	13,328	19,080	21,884	16,000	22,000	22,850	22,000
Rentals	5,000	3,271	6,122	5,250	5,250	3,114	3,500
Chemicals/Seed/Fertilizer	15,305	13,916	19,619	16,000	17,000	18,053	16,200
Fuels	15,707	15,105	8,726	15,000	10,000	9,310	12,000
Food & Beverage	18,556	17,747	21,865	19,000	23,000	26,768	24,000
Construction Equipment	200	-	189	-	-	300	-
Debt Service	21,371	22,890	22,750	22,750	22,750	-	22,750
All Other Expenditures	50,198	38,825	94,427	70,161	80,611	91,393	73,800
TOTAL EXPENSES	\$ 262,129	\$ 251,672	\$ 388,540	\$ 281,878	\$ 300,619	\$ 297,529	\$ 313,946
Revenues Over Expenditures	\$ 21,235	\$ (19,676)	\$ (761)	\$ 9,817	\$ (4,995)	\$ (4,202)	\$ 554
<i>Less Transfers and Loans</i>	<i>(77,015)</i>	<i>(89,676)</i>	<i>(165,761)</i>	<i>(60,183)</i>	<i>(74,995)</i>	<i>(74,202)</i>	<i>(69,446)</i>
ENDING BALANCE	\$ 26,038	\$ 6,362	\$ 5,601	\$ 11,823	\$ 606	\$ 1,399	\$ 1,159
<i>as a percentage of expenses</i>	<i>9.9%</i>	<i>2.5%</i>	<i>1.4%</i>	<i>4.2%</i>	<i>0.2%</i>	<i>0.5%</i>	<i>0.4%</i>
Full-Time Equivalent Employees (FTE)	4.20	4.20	4.40	4.40	4.40		4.40

Fund # 24

Capital Improvements - General

	<u>2013 ACTUAL</u>	<u>2014 ACTUAL</u>	<u>2015 ACTUAL</u>	<u>2016 Original</u>	<u>2016 REVISED</u>	<u>2016 Prelim Actual</u>	<u>2017 Approved</u>
BEGINNING CASH BALANCE	\$ 357,727	\$ 210,479	\$ 227,419	\$ 8,788	\$ 41,003	\$ 41,003	\$ 57,853
REVENUE							
801 Miscellaneous	\$ 326	\$ -	\$ 83,697	\$ -	\$ -	\$ -	\$ -
830 Transfer In from Electric Fund	118,000	135,000	135,000	140,000	140,000	140,000	130,000
Loan Proceeds	95,000						
Grant Receipts (Non-CDBG)		40,900					
Reimbursed Expenses	35,000		592			11	
TOTAL REVENUE	\$ 248,326	\$ 175,900	\$ 219,289	\$ 140,000	\$ 140,000	\$ 140,011	\$ 130,000
TOTAL RESOURCES AVAILABLE	\$ 606,053	\$ 386,379	\$ 446,708	\$ 148,788	\$ 181,003	\$ 181,014	\$ 187,853
EXPENSES							
By Object							
Facilities							
<i>Buildings & Plants</i>							
Building & Fixed Equipment	\$ 3,023	\$ -		\$ -	\$ -	\$ -	\$ -
Mold Abatement/Repairs	16,752						
Library Settlement Repair	35,000						
RICE Catalytic Converters	242,036						
Relay Switches at the Power Plant	13,478						
Repair Garage at Cabin		2,765					
Police Dept Access Control System					4,700	4,685	
Firestation Renovations							25,000
Subtotal - Bldgs & Plnts	\$ 310,289	\$ 2,765	\$ -	\$ -	\$ 4,700	\$ 4,685	\$ 25,000
<i>Parks & Property</i>							
New Section in Cemetery	2,136						
Sports Complex Improvements	43,007		206,455				
JB Park Improvements			15,740	23,000	5,000	2,208	-
City Lake - Shelter House & Impr			22,867	10,000	15,000		10,000
Trail Planning & Improvements				25,000	-		25,000
Subtotal - Parks & Prop	\$ 45,143	\$ -	\$ 245,062	\$ 58,000	\$ 20,000	\$ 2,208	\$ 35,000
<i>Golf Course</i>							
OGC Greens, Paths & Fairways							6,000
OGC Clubhouse			11,893				4,000
OGC Restrooms/Shelter				3,500			
Subtotal - Golf Course	\$ -	\$ -	\$ 11,893	\$ 3,500	\$ -	\$ -	\$ 10,000
Subtotal - Facilities	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -
Infrastructure							
Proejct Planning	-	-	\$ 3,276	-	-	-	-
LMI Survey	13,142						
Stormwater Study							15,000
Subtotal - Infrastructure	\$ 13,142	\$ -	\$ 3,276	\$ -	\$ -	\$ -	\$ 15,000

Fund # 24

Capital Improvements - General

	<u>2013 ACTUAL</u>	<u>2014 ACTUAL</u>	<u>2015 ACTUAL</u>	<u>2016 Original</u>	<u>2016 REVISED</u>	<u>2016 Prelim Actual</u>	<u>2017 Approved</u>
Equipment							
General Construction Equip		9,534		10,000	10,000		10,000
General Other Equipment		23,922	-	35,000	25,000		20,000
Street Sweeper (LP Reimb.)		91,981	3,019				
New Trailer for Mowing Crews			3,995				
Levee Mower/Tractor			76,261				
OGC Equipment			37,500		12,000		
OGC Fleet Expansion					21,450	21,000	
Subtotal - Equipment	\$ -	\$ 125,437	\$ 120,775	\$ 45,000	\$ 68,450	\$ 21,000	\$ 30,000
Vehicles							
General Vehicles	-	30,759	11,503	40,000	30,000	4,933	30,000
Police Vehicles	27,000		13,196		-	9,650	-
Subtotal - Vehicles	\$ 27,000	\$ 30,759	\$ 24,699	\$ 40,000	\$ 30,000	\$ 14,583	\$ 30,000
TOTAL EXPENSES	\$ 395,573	\$ 158,961	\$ 405,705	\$ 146,500	\$ 123,150	\$ 42,476	\$ 145,000
Revenues Over Expenditures	\$ (147,248)	\$ 16,939	\$ (186,415)	\$ (6,500)	\$ 16,850	\$ 97,535	\$ (15,000)
ENDING BALANCE	\$ 210,479	\$ 227,419	\$ 41,003	\$ 2,288	\$ 57,853	\$ 138,539	\$ 42,853

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 9, 2015

AGENDA ITEM: Police Car Purchase from KHP

PRESENTER: Don Cawby, City Manager
Dave Ellis, Acting Police Chief

ISSUE SUMMARY: The Police Department is requesting the purchase of a 2014 AWD Dodge Charger from the Kansas Highway Patrol at a price of \$20,250, with additional equipment at an estimated \$8,600 to \$9,000 in equipment.

Background. During 2016, we had some major issues with our front-line vehicles, including two 2010 Dodge Chargers (engine and front end), one 2004 Ford Explorer (electronics) and our 2008 Crown Vic (electronics). Electronic issues required the professional rewiring of those two vehicles. One Charger was removed from the fleet and is being scrapped. To replace it, last year the Council approved the purchase of a used 2012 Impala from the Missouri Highway Patrol. At time, the Department has been so short on vehicles that on several occasions Officers have literally driven their personal vehicles to back an Officer on a call. This was due to no patrol vehicles being available.

Budget & Plan. For the 2017 budget, \$30,000 was authorized for the purchase of a police vehicle. Due to the deteriorating condition of our entire fleet, the intent was to purchase a new vehicle. However, we have since determined that due to the high costs of the items needed to equip the new patrol vehicle the allotted \$30,000 would not cover the entire cost. We estimate we would be approximately \$7,000 short.

With that in mind, we requested to be put on a list with the Kansas Highway Patrol for one of their used Ford Explorers. The cost of the partially equipped Explorer was \$24,000, with about \$8,000 in equipment still needed. We were later informed by the KHP that the requested Ford Explorer would not be available until August 2017. Because of the condition of our fleet, we believed that was not an acceptable option.

At that time we then asked to be put on the list for a partially equipped 2014 All-Wheel Drive Charger which would be available sometime in early 2017. We were informed this week that a vehicle is now available.

Proposed Purchase. The purchase price of the 2014 Charger is \$20,250. The Charger has approximately 49,000 miles and according to the inspection report is in very good condition. Chief Ellis visually inspected the vehicle on Wednesday and said it is in “like new” condition. The Charge comes with lights and sirens, but about \$8,600 to \$9,000 in equipment that is still needed. Those items include: a half cage, gun locks, video camera, radar, and digital/analog radio with Installation.

In order to stay within the budgeted \$30,000, the Chief and his staff believe this purchase is the best solution for our 2017 vehicle needs. The total cost of the car, the equipment and installation will be approximately \$29,000 which keeps us within budget.

COUNCIL ACTION NEEDED: Review, discuss and consider the proposed purchase.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed purchase of a 2014 AWD Dodge Charger from the Kansas Highway Patrol.







TFM Comm Inc.

Motorola Authorized Two-Way Radio Dealer

Quote Date: 2/8/2017

ORDER # 2014 Charger

PROPOSAL FOR:

SUBMITTED BY:

NAME	David Ellis	Randy Smith
DEPARTMENT	Osawatomie PD	Lawrence Shop Manager
EMAIL ADDRESS	dellis@osawatomiepd.org	TFM Comm Inc.
ADDRESS	DStuteville@osawatomiepd.org	910 E 28 th St
CITY, STATE, ZIP		Lawrence, KS, 66046
PHONE	913-755-5101	Phone (785) 841-2924
FAX		Fax (785) 841-4233 Email – rsmith@tfmcomm.com

Item #	Qty.	Model	Description	Price Each	Qty. Total	Labor	Labor Total
1	1	XPR5550	✓ Radio and Antenna	\$696.00	\$696.00	\$150.00	\$150.00
2	1		✓ Camera			\$200.00	\$200.00
3	1		✓ Dual Stalker Radar			\$125.00	\$125.00
4	1		Prisoner 1/2 Cage	1575	1575.00	\$275.00	\$275.00
5	1		Rifle / Shotgun Locks			\$150.00	\$150.00
6	1 Pair		Trunk LED's	\$70.00	\$140.00	\$95.00	\$95.00
7	1	315672	ChargeGuard Timer	\$90.75	\$90.75	N/C	N/C
8	1	11.1005.STT	Rear Flasher	\$50.00	\$50.00	\$125.00	\$125.00
9	1 Pair	SYFLA16-RB	Grill Light	\$70.00	\$140.00	\$125.00	\$125.00
<p>other costs = (Camera 2926.00 Radar 1395.00 Graphics 350.00)</p>							

Note: Misc. parts, relays, fuseblocks, antennas, wire, etc. will be extra

Terms: ___ % Down Net ___ days	Total Equipment Cost	\$1,116.75
Lease or Installment Purchase Contract:	Total Labor, Installation and Testing	\$1,245.00
\$ ___ per month for ___ years	Freight	+ 1575.00
Other:	Misc. Parts/Wire (Estimate)	= 3936.75
Proposal Valid For: ___ Days	Sub Total	\$2,361.75
Proposed By:	Tax (9.05%)	# 3936.75
Accepted By:	Total Purchase Price	- \$2,361.75
Title:	Less Down Payment	
Date:	Amount Due or to Finance	
Est. Delivery ___ days from order		

January 31, 2017

24	Warrant Arrests
43	Arrest and /or Charges cleared
137	Traffic Stops
86	Suspicious Activ., Inv. Persons, Ped Checks, Prowlers
16	Traffic Accidents
56	Assist EMS
17	Fights , Disturbance, Assaults, Domestic, Harras, Violation of Protection Orders
1	Sex crimes
31	Damage to Prop., Thefts, Burglarys,
2	Drug Cases
47	Animal calls
4	Child in Need of Care, Runaways, Missing Children
25	Vehicle Lock outs
51	Escorts, Civil Stand-bys, 911 Misdiags, Motor Assist, X-Patrol, Alarm Calls, Welfare Checks
51	Citizen Inquires
78	Calls for service otherwise not classified
74	Assist Out Side Agency, Loud Music, , Traffic Haz, Driving Complaints, Drug Testing Finger Printing, Open Doors, Follow-ups, Found Property, Warrant Attempts, etc..
700	Calls handled by Officers
*1037	Totals occurrences for the month
54	Traffic Citations
19	Other Citations
73	Total Citations
<p>* Total occurrences for the month include calls for service and dispatch activity, such as the issuance of burn permits, accepting fine payments, logging vehicle fuel, county fire calls, and other public assistance.</p>	