

OSAWATOMIE CITY COUNCIL

REVISED AGENDA

February 13, 2014

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Wayne Ova, Faith Baptist Church
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. Approve Minutes of January 9 and January 23 Council Meetings
 - B. Approve February 13 Agenda
 - C. Appropriation Ordinance 2014-1
6. Presentations; Comments from the Public
 - A. Wayne Ova, Faith Baptist Church
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Public Hearing – None
8. Unfinished Business
 - A. Main Street Project – Water and Street Project Planning
 - ~~B. Executive Session – Personnel matter of nonelected personnel coinciding with Consultation with City Attorney which would be deemed privileged in the attorney-client relationship~~
 - ~~C. City Manager's Contract~~
9. New Business
 - A. Announcement of Council Resignation
 - B. Appointments
 - C. Selection of Police Radio Tower & Equipment Bids
 - D. 2013 Preliminary Financials
 - E. 2014 Appropriations Resolution
10. Council Reports
11. Mayor's Report
12. City Manager's Report
13. Executive Session
- 14. Other Motions or Items**
15. Adjournment

REGULAR MEETING – February 26, 2014

REGULAR MEETING – March 13, 2014

Osawatomie, Kansas. **January 9, 2014.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 p.m. Council members present were Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel and Martin. Absent was: Walmann. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Dr. Joseph Bell, Bryce Smith, Larry & Kim Smith and Coleen Truelson.

City Clerk Elmquist arrived at 6:35 p.m.

INVOCATION. Pastor Dr. Joe Bell of the Osawatomie Church of the Nazarene delivered the invocation.

CONSENT AGENDA. Approval of January 9 Agenda. Motion made by LaDuex, seconded by Hunter to approve the consent agenda for the January 9 meeting, with the exception of the amendment to Item 5 adding the minutes for the December 12 and December 19 meetings, but pulling the December 19 minutes, and pulling Item 13 – Executive Session and delaying it until the next meeting. Yeas: Dickinson, Farley, Hampson, Hunter, LaDuex and Martin. Nay: Maichel. Motion made by LaDuex, seconded by Maichel to approve the minutes of December 19 as amended. Yeas: All.

Presentations, Comments from the Public:

Pastor Dr. Joe Bell ministers to every age bracket with their focus being on children and youth. Trying to involve them in every aspect of the church.

Public Hearings: none

Unfinished Business: none

New Business:

APPOINTMENTS. none

ANNUAL FEE RESOLUTION. Motion made by Hunter, seconded by LaDuex to approve the Resolution revising the annual fee schedule. Yeas: All. The Resolution was assigned No. 677.

ASSIGNMENT OF REFUSE CONTRACT. The City was notified that Larry & Kim Smith have sold their refuse and recycling business L&K Services. They have sold their company to an investment group and the name of the company will be changed to L&K Group Holdings d/b/a L&K Services. Bryce Smith will be the general manager and there should be little change to the operations. Motion made by LaDuex, seconded by Hunter to approve the assignment of rights and delegation of duties to L&K Group Holdings, LLC by L&K Services Inc. for the Contract for Collection of Solid Waste with the City. Yeas: All.

Council Reports:

Hampson: Attended the Parks & Recreation meeting. February 15 Parks & Recreation will be holding a skate night at the Auditorium. There will be two 1½-hour sessions with a DJ. Looking into starting an adult flag football league. The City should have received today the preliminary drawings for the ball park for a possible new building and site development to see if the project is financially feasible before applying for a grant. An employee breakfast will be held Friday, January 17 at 7:30 a.m. in the Auditorium. The Mayor and Council will be setting up, serving food from Chris' Cafe, and doing the cleanup.

Mayor's Report: none

City Manager's Report:

Projects:

Railbanking for Trail. This week contacted the Union Pacific representatives about the UP donating the property. They still believe they should receive fair market value. This afternoon, a representative from The Flint Hill Trail Conservancy said they would likely approve \$5,000 towards the project. The City offered that \$5,000 for the property if the UP would dispose of the unusable railroad ties that the City would pull up. Now he's awaiting a response.

Police Station. Close to selecting a generator for the project. Staff also met with the metal building company to coordinate the project and get the outline for the final contract. Discussed an alternate with them to pour the concrete for the garage approach, since they would be doing the pad anyway. That will be an addition to the contract after the original is signed.

Library. The piers are completed and the Library project is completed. Staff spent Monday cleaning up the basement to get it ready for use.

Memorial Hall. Staff also spent Monday cleaning Memorial Hall from head to toe. Staff will be looking at the cleaning contract and consider changes in how cleaning is handled.

Issues: none

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatomie, Kansas. **January 23, 2014.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Maichel, Martin, and Walmann. Absent was: Farley. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Philip Dudley, Jamie & Kimi Wilson, Kirk & Shelagh Wright, Janine Sullivan, Jim Mitzner, Mike Moon, Ben Kennedy and Coleen Truelson.

INVOCATION. Pastor Marti McDougal of the Osawatomie First United Methodist Church delivered the invocation.

CONSENT AGENDA. Approval of the January 23 Agenda and approval of Appropriation Ordinances 2013-12 and 2013-12.1. Motion made by LaDuex, seconded by Hunter to approve the January 23 Agenda and approve Appropriation Ordinance 2013-12 and 2013-12.1. Yeas: All.

Presentations, Comments from the Public:

Pastor Marti McDougal said the church has started a children's ministry and has an after-school program. Serves monthly communion at Life Care Center. Very involved with the Community Food Pantry and is president of the Ministerial Alliance. Hoping this summer for the church to build back some of the church's summer outreach and ministry to children in the community. Her goal is to work with the school, other churches, and the City to try to see what can be done to reach children in the summer who need food, something constructive to do, and just be involved. The Ministerial Alliance is running above normal. They run the commodities program and the over 60 box program and the number of volunteers continues to grow. The pantry averages taking care of about 170 families per month, totaling over 500 individuals. The cost of free and reduced food lunches has increased.

Mike Moon, 111 Rohrer Heights, attended the Town Hall meeting the night before as did Phil Dudley and County Commissioner George Pretz. Recapped the communication and feedback at the meeting called by Martin. Moon was unhappy the way Martin presented the Town Hall meeting. First, the Mayor represents the City at Town Hall meetings. Told Martin she was his representative and there is a certain way he wants her to do it. Secondly, she alienated her fellow Council members. She had no right or ability to represent what they think. He saw the conversations back and forth on Facebook and really made people unhappy. Martin created a Facebook page for the Town Hall meeting where there was discussion. Moon told Martin she is one member and that she cannot represent the Council. A consensus needs to be built. There are ways he expects his council member to act. She has been disrespectful.

Phil Dudley, 1536 Pacific, attended the Town Hall meeting. He was on the City's Governing Body for 12 years. Everybody is human and they learn from their mistakes. He does watch what the Council does. There needs to be continuity of management which is currently good. The City Manager is who runs the City. The Council is to help him do his job better, but leave him alone. Appreciates City Manager Cawby's professionalism.

Farley arrived at 6:53 p.m.

Ben Kennedy, 418 Lincoln, has been trying for 30 years to get the ditch fixed along his property. For two years he's been trying to get the trash on the property across the street cleaned up. Complained that the City says they never have any money but spent \$100,000 after the microburst at the Golf Course. He doesn't know why it cost that much.

Public Hearings: none

Farley arrived at 6:53 p.m.

Unfinished Business:

POLICE STATION GARAGE CONSTRUCTION BID. On December 19, the City Council approved the selection of American Buildings to build the garage for the new police station. After the Council approved the bid from American Buildings When ready to sign the agreement, the City was notified that freight was not included in their bid. With freight, the bid would still be the low bid. City Manager Cawby became uncomfortable with the number of changes that needed to be made to the building. In talking with American Buildings, who had originally worked with the City to develop specs, learned that probably some other changes also needed to be made. The table below outlines those changes.

	<u>Original Bid</u>	<u>New Bid</u>	<u>Difference</u>	<u>Notes</u>
Total Materials	21,982	24,138	2,156	Additional Sheeting, 3:1 slope
Total Labor and Unload	7,932	7,932	-	
Concrete piers, slab & steps	19,555	22,409	2,854	Brick Ledge, sub changes
Breezeway	2,114	2,114	-	
KS Stamped Foundation Plan	650	650	-	
20' x 40' concrete apron		4,080	4,080	Optional Add on
Freight	<u>not included</u>	<u>2,375</u>	<u>2,375</u>	Not included originally
Total	\$ 52,233	\$ 63,698	\$ 11,465	

For reference purposes, the bids received were:

American Buildings, Inc.	\$52,233
Armstrong Steel Building – Custom Siding & Window Solutions	\$58,750
Chief Buildings – W.R. Barcus Construction	\$56,000
Legacy Contractors	\$98,798

There are two options: 1) accept the revised bid, a little over \$5,000 higher for the same work bid. All other increases would be based upon changes the City directed or 2) reject the bid and do an RFP for the project. Motion made by LaDuex, seconded by Maichel to reject all bids and put out an RFP. Yeas: All.

New Business:

APPOINTMENTS:

Historic Preservation	Brian King & Amanda Perry	2-year term (2015)
	Lewis Case & Phyllis Sharp	3-year term (2016)

Motion made by LaDuex, seconded by Maichel to approve the appointments and the terms. Yeas: All.

Parks & Recreation Committee	Lisa Farley	Jim Mitzner
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Motion made by LaDuex, seconded by Hampson to reappoint Farley and appoint Mitzner to fill Dave French's position. Yeas: Dickinson, Hampson, Hunter, LaDuex, Maichel, Martin, and Walmann. Farley abstained.

Planning Commission	Blake Madden
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Motion made by LaDuex, seconded by Hampson to approve the appointment. Yeas: All.

Tourism Committee	Brian King	2015
	Ben Maimer	2015
	Amanda Perry	2015

Motion made by LaDuex, seconded by Martin to approve the appointments. Yeas: All.

CONSIDERATION OF GENERATOR BIDS. Attached are 4 bids for a backup generator for the Police Station project. The Kohler bids from CK Power include one residential/commercial model and one industrial model. The Cummins models are both industrial, but one model is their ultra-quiet mode. All Electric Current's bids were for Cummins models with both bids around \$19,000. Based upon CK Power's bid for Kohlers models being less and the experience the City has had with CK Power, recommendation was to select one of the Kohler models.

	<u>Kohler 38RCL</u>	<u>Kohler 40REGZ</u>
Model Type	Res/Comm	Industrial
Type of Use	short term use	long term & heavy load spikes
Fan Motor	intermittently, like a car	constant
Noise	Quieter than 40	louder than 38
Warranty	2 years	1 year
Capacity	38kw	40kw
Price	\$15,185	\$16,590

Based on the recommendation of Terry Upshaw and Chief Mike Stiles, the recommendation was to purchase the 38kw Kohler from CK Power for \$15,185. Motion made by LaDuex, seconded by Walmann to approve purchase of the Kohler REGZ for \$16,590. Yeas: All

PROPOSED EASEMENT FOR 501 E. 1ST STREET. Walmann recused himself. When 105 E Main and at 505 1st Street were purchased, staff was aware that there were utilities for 501 1st street, owned by Councilman Jeff Walmann, across the new property. The utilities were a result of an easement that was granted in contract by the previous owner, but never filed with the register of deeds. The City has worked with Walmann to come to an agreement on making those easements permanent and have drafted an agreement that is agreeable to both parties. This easement would allow 501 1st Street to keep an easement of 6' across the backside of the new police station building, 105 E. Main, for the sewer and electric. The old easement was 9' but there is not enough room between the property line and the building. The breezeway for the sally port will be built over the top of the easements and language has been included to that effect. The City owned parking lot to be built at 509 1st Street will be available for use by the 105 E Main building. Motion made by LaDuex, seconded by Hunter to authorize the City Manager to sign the Parking, Access and Utility Easement as presented. Yeas: All.

EXECUTIVE SESSION – Personnel matter of nonelected personnel *coinciding with Consultation with City Attorney which would be deemed privileged in the attorney-client relationship.* At 7:54 p.m. motion was made by Martin, seconded by Farley to recess into executive session for the purpose of personnel matter of nonelected personnel *coinciding with Consultation with City Attorney which would be deemed privileged in the attorney-client relationship*, with City Manager Cawby and City Attorney Wetzler to be present, with the ability to ask the City Manager to step out; and that the Council would reconvene the open meeting in this room at 8:54 p.m. Yeas: All. Meeting reconvened at 8:54 p.m. No action taken.

CITY MANAGER'S CONTRACT. Motion made by LaDuex, seconded by Maichel to approve the contract as presented. Yeas: All. At the next meeting the Council will decide on salary, severance package and maybe a few other monetary items.

ARCHEOLOGY FIELD SCHOOL. The Kansas Historical Society is planning to conduct their 2014 Archeology Field School at 1926 Parker, the original site of the John Brown Cabin. The school will be held from May 29 to June 14, 2014. Cabin Curator Grady Atwater is coordinating the dig with the Historical Society and is in the process of negotiating with the school district to use Trojan Elementary for the staging and sleeping area for individuals that will be here the entire time. There will be a couple hundred people coming to town to participate in the dig for a day or two at a time. Because the site is owned by the City, the City needs to approve the agreement granting permission for the Archeology Field School to be held at 1926 Parker. Motion by Hunter, seconded by Farley to authorize the City Manager to sign the agreement. Yeas: All.

LaDuex read a statement of misconduct to the Council.

Over the past few months, it came to the attention of the Mayor, the Council President and the Council Vice-President that there had been certain irregularities with regard to the actions of a Council member. Mayor Govea along with Council President Hunter and Vice-President LaDuex met several times and, on one occasion, apprised the member of their concerns and attempted to counsel this member. The Council needed to be aware of the events. In an effort to be accurate and to assure that each Council member received exactly the same information, her statement was a direct result of those meetings.

Ms. Martin was elected to be a voting delegate at the League of Kansas Municipalities' annual conference. Staff was directed to make arrangements for her fees and room. Additionally, she chose to enroll in an LKM leadership course in conjunction with the conference; course tuition was also paid by the City. The expenses totaled \$598.66. Ms. Martin failed to attend the conference and the leadership academy course. She told no one she was unable to attend. She did not provide any notice to staff so her room could be sold to another community or so the City could attempt to cancel her registration for the conference or for the leadership course. Ms. Martin made no effort to reimburse the City for these expenses. Instead of attending the conference Ms. Martin attended the Osawatometie Fire Department's annual open house where she engaged in a verbal altercation with the spouse of a member of the fire department.

At two Council meetings Ms. Martin stated that in the name of the City of Osawatometie she had purchased a table at the annual Chamber of Commerce dinner on her own. She planned to decorate the table preceding the event and invited other Council members to help. That evening Council members were informed that the table had neither been decorated nor paid for. At the last moment, after failing in attempts to reach Ms. Martin, the Chamber Director used makeshift decorations to make the table presentable. A Council member paid the \$25 for the table. Ms. Martin did not attend; she offered neither an explanation nor an apology, did not offer to make reimbursement for the table fee and had not paid the Chamber the \$36 for two meal reservations.

It was reported by a member of the public that Ms. Martin had on several occasions been seen entering the City Auditorium in the late evening and leaving in the early morning without permission. The Auditorium is closed to the general public during these hours.

Ms. Martin used her Facebook account to invite members of the community to attend a "town hall meeting." By using her title of Councilwoman along with her name in the invitation, Ms. Martin implied both that the meeting was sanctioned by the City Council and that it was an official City function. Ms. Martin neither informed nor asked the approval of the Council in regard to this meeting. While all Council members were asked to attend, none was asked to plan the meeting or to participate in it. In inviting all Council members Ms. Martin displayed her true intentions which did **not** include having a discussion with the full Council. She knew full well that holding the meeting in such a way would prohibit attendance by a majority of the Council, because to do so would be a violation of the Kansas Open Meetings Act.

Additionally, Ms. Martin's Facebook page stated that she worked at the City of Osawatometie. LaDuex reminded her that she serves in an elected position and by no means would she be considered an employee. Creditors have called the City to verify her "employment" and revealed some inconsistencies in regard to information she provided them.

Most importantly, Ms. Martin had taken it upon herself to meet with members of the Rural Fire Board of Directors and had discussed their fire department roster, potential sale of a certain piece of their equipment to the City, and the time and manner in which their fire reports are made. Ms. Martin went so far as to discuss with the RFD Board the City's contract with the Rural Fire Department. She had given her unsolicited advice about these matters to the City Manager and had expressed in no uncertain terms her displeasure with Mr. Cawby's handling of the City's interactions with the Rural Fire Department. Ms. Martin had not broached this subject with the City Council. The City Council has no liaison with the RFD Board of Directors; Ms. Martin was not directed to assume that role.

The actions mentioned in the statement had been a source of repeated distraction and a hindrance to the serious work of running a City. At worst, those actions--along with others that went beyond the pale of what can appropriately be discussed in an open meeting--have necessitated the assistance of the City Attorney, resulting in hours of legal fees. It appeared that Ms. Martin either had no knowledge of the Code of Ethics, Section 1-212 of the Code of the City of Osawatometie or felt no necessity to abide by its provisions. Her actions revealed a blatant disregard for the both the letter and the spirit of the Code.

With one possible exception, any of these incidents could be overlooked. However, the serial nature of the offenses and their aggregate impact made the totality of the offenses impossible to ignore. In some cases, Ms. Martin had simply embarrassed the Council by failing to complete tasks. In others, Ms. Martin had engaged in activity that is unbecoming to a member of the Council. On other occasions, Ms. Martin took advantage of her position to put the City and the Council at risk. Her behavior incurred expenses for the City, interfered with the daily operations of the City and took time away from other endeavors. Attempts to counsel this member had been unsuccessful. She seemed to feel no compunction with regard to her actions and has failed to apologize for her behavior, to reimburse any of the costs, or to cease in her efforts to embarrass herself, this Council and the City of Osawatometie. Ms. Martin betrayed the trust of her constituents and failed to comport herself in her duties as those voters in Ward 2 and her fellow Council members might have expected.

Maichel read her Council Report.

What she was going to say was never something she enjoyed reporting to the public. To her it was an embarrassment to the community and the Governing Body; however, the public had a right to know what was going on.

She has strong beliefs about how to conduct themselves in a meeting. One of them is making sure City employees are protected from scrutiny in a public forum. She expressed herself several times on why she cut into or off a conversation leading into those waters. She found this kind of conduct very unprofessional and distasteful.

The Governing Body has an opportunity to go to a conference every year called the League of Kansas Municipalities. It is a remarkable opportunity to help them understand and be taught how they can help communities grow and prosper. Each city in the State of Kansas sends representatives to be voting delegates for State issues. Amanda Martin and her were voted by the Governing Body to be Osawatomie's representatives. In her council report right before the conference she announced it was the coming weekend. In Amanda Martin's council report she announced the fire department was having their open house the coming Saturday. Prior to going to the conference the City paid for classes they both had signed up for on Saturday. She noticed Amanda Martin did not show up. She thought maybe she was detained, but in fact she didn't show up for the whole conference. She also didn't show up to represent the City on a state level. It cost the City somewhere around \$500.00. It was such a waste of City money.

In several of Amanda's council reports she stated she was going to sponsor a table on behalf of the City Council for a Chamber of Commerce event. She stated at least one time that she had already paid the Chamber. When arriving at the event, the Chamber Director was disappointed that Amanda did not show up to decorate. It was mentioned by the Director that she had had several calls from Amanda telling her she was coming, and Amanda did not pay for the sponsor/decoration privilege. The City was mentioned in the Chamber brochure as sponsoring a table, and it was announced at the event. She went to Council Lady Karen LaDuex to let her know what was going on. Council Lady LaDuex gave her \$25 to give to the Director. Later she gave Council Lady Karen \$10 back for her part.

At that point she wanted to go public, but agreed to allow the Mayor, Council President Ted Hunter and Vice-President Karen LaDuex to talk with Amanda. Tamara told them if Amanda did anything like that again, she would go public. Shortly after the meeting – Tamara was FALSELY accused of a crime. She was accused of making an anonymously recorded phone call threatening an employee's job late at night. She freely submitted her phone records to show her innocence, but it was mentioned a burner phone could have been used. She asked what else she could do, and it was mentioned she could take a lie detector test. She said that she would. It was also brought up that she may need to obtain a lawyer. In the 7 years she has been on the City Council, it was painful and hurtful to her, and that people would believe she was capable of doing something like that. Amanda Martin was freely telling people what she supposedly had done. She could not begin to say how much pressure she was going through. It happened when she was finishing up the drive-in fundraiser. Tamara felt like someone punched her in the stomach. After consulting with her attorney, they waited to see how things progressed and was told lawsuits could be filed. The issue was dropped by the City Attorney.

It is the City employee's God given right to be free from threats and harassment of any kind. It was Amanda Martin harassing City employees and family members which she found inconceivable. The drama and inappropriate behavior was something that would not be tolerated.

She had several calls in regards to a Town Hall Meeting. She was never invited, nor had anything been discussed at the Council meetings. The Town Hall was set up before the last Council meeting and it could have been discussed. It wasn't, so it was not an official City meeting. Several things happened that went against her beliefs:

1. The Governing Body (City Council members) was not included.
2. One person cannot act as a Governing Body.
3. By leaving the rest of the Council members in the dark, they had no information to give to their constituents. Also, it disregarded their ability to represent their Ward the way they (their constituents) deserve to be represented.
4. Never try to manipulate the public for your own personal gain, and NEVER, NEVER lie to the public.

After last year's election someone complained about possibly having to lose their pit-bull. The person talked with her and Amanda Martin. When she was working on the pit-bull ban and setting up the panel of professionals to educate the Governing Body, she was notified by Amanda that she was more than happy to help her, if she wanted. Amanda was relentless that Tamara was going to do things her way. After several emails, she stopped reading them because it was very disruptive.

She found the behavior was still being conducted with City staff but it was more disruptive than ever. The demands Amanda Martin demonstrated were an abuse of power, and really needed to stop.

Just when she thought her council report was over, the day before it was brought to her attention that Amanda Martin appointed herself liaison between the Miami County Fire Board and Osawatomie. A little permission to inquire on an issue by the Mayor became something so much different. The Governing Body did not give Amanda Martin permission to act on the Governing Body's behalf. She believed Amanda was getting ready to insight fear to the public in regards to their safety.

After reading an email from Amanda, she thought the letter was brass. It had no diplomacy and tack. It was full of unfounded accusations, drama, and unsettling remarks. What she did not understand was why the infiltration was needed, and along the way causing chaos.

She believes there is always room for improvement, and the Governing Body strives for progress rather than perfection.

She talked with Miami County Commissioner George Pretz that day, and he believed the County has a wonderful relationship with Osawatomie. He felt that the partnership between both the County and Osawatomie was essential. Working together ensures that the public safety is first and foremost important. It seemed to her that the fire department had become an obsession, but there were other departments that needed attention as well.

ENOUGH IS ENOUGH.

Council Reports:

Dickinson: Attended Governor Brownback's press conference today at the Osawatomie State Hospital along with Mayor Govea, John Farley, and Maichel. It's a good thing the hospital will be getting more positions. Economics is moving along in the state and is glad Osawatomie is a part of it.

Hunter: The Economic & Community Development Committee met with Dawn Fiber and the Reflective Group. Looking forward to that project being fulfilled. A company is very interested in looking at some Northland property. The Committee studied some of the vacant properties around town that could be used be a company.

LaDuex: Kansas Day will be celebrated this Saturday at Osawatomie High School.

Martin: Will be preparing a public statement that will be released. No report.

Mayor's Report: Received an invitation in the mail on a symposium on preventing the ghost town. Didn't know if the Council members had received it. He will be attending.

City Manager's Report: none

Motion made by Hampson, seconded by Dickinson to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Record of Ordinances

ORDINANCE NO. 2014-01

DATE WARRANTS ISSUED:
January 31, 2014

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
ASCAP	License Fee	43031	330.00
Bob's Sales and Service	Fire Extinguishers	43032	428.40
Employee Screening Services	Admin Fee	43033	200.00
Kansas Department of Commerce	JTC Oil Lease-Feb 2014	43034	1,000.00
Kansas Department of Revenue	CMP Stamp Fee	43035	225.00
Kansas Mayors Association	2014 Membership Dues	43036	50.00
Kansas Municipal Utilities	2014 Electric Membership Dues	43037	4,832.00
League of Kansas Municipalities	2014 Membership Dues & Subscription	43038	1,780.02
Osawatomie Rotary Club	Semi-Annual Dues	43039	120.00
Suddenlink	Internet	43040	134.19
Tri-County Ice Co., Inc.	Ice Machine	43041	50.00
Utility Service Co., Inc.	Water Town Annual Service	43042	13,542.00
Winkler, Domoney, & Schultz	Municipal Court Judge	43043	2,060.00
KMEA	GRDA Electricity	1425	82,241.80
Sheldon Booe	Basketball Official	43044	24.00
Dish Network	Service	43045	94.81
Larissa Harrison	Basketball Official	43046	24.00
Jacob Johnson	Basketball Official	43047	175.00
Michael Pursley	Basketball Official	43048	36.00
Morgan Soucie	Basketball Official	43049	36.00
Larissa Thompson	Basketball Official	43050	24.00
Wade Welch	Basketball Official	43051	247.00
Void		1179	-
Nebraska Furniture Mart	Televisions, Mounting Brackets	1180	1,567.18
Scott Kingsolver	Carpet Installation	43061	422.00
Atco International	Lock-Down	43062	129.20
Baker & Taylor	Books	43063	704.74
BG Consultants, Inc.	Consulting Services	43064	19,374.50
Bollings Bargain	Tarp	43065	4.95
Sheldon Booe	Basketball Official	43066	60.00
Brenntag Mid-South, Inc.	Sod Hypochlorite	43067	3,381.54
City Attorneys Assoc of Kansas	Membership Dues	43068	35.00
Civic plus	Website Fee	43069	3,479.34
Donna & Viola's Shirts	Basketball Jerseys	43070	155.20
Farwest Line Specialties, LLC	Tool Belts, Lanyard, Harnesses	43071	4,020.30
Richard Fisher, Jr.	Attorney's Fees	43072	675.00
Gallagher Benefit Services, Inc.	Administrative Fee	43073	382.00
Hall's Bobcat Service	Consulting Services-Complex Building	43074	1,000.00
Larissa Harrison	Basketball Official	43075	24.00
ICC	IBC Study Companion	43076	56.00

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
KS Association for Court Management	Membership	43077	50.00
Kansas City Golf Association	Membership Dues	43078	250.00
Kansas City Power & Light	Service	43079	1,347.67
Kansas City Star	Subscription	43080	322.40
Kansas Department of Revenue	Water Protection & Clean Water	43081	1,743.69
Kansas Gas Service	Service	43082	12,061.27
Kansas Golf Association	Membership Dues	43083	135.00
Knapheide Truck Equipment Center	Blade Guide & Flag Assembly	43084	89.20
Miami County Sheriff's Office	Prisoner's Care	43085	640.00
ND&H Attorneys	Attorney Fees	43086	95.00
NE Kansas Tourism Connection	KS Sampler Booth	43087	191.00
Robert Neal	Basketball Official	43088	75.00
Postmaster	Pre-Sort Permit	43089	200.00
Michael Pursley	Basketball Official	43090	24.00
Quill	Toner, Correction Tape, Desk pad	43091	286.97
Rejis Commission	Leweb Subscription Service	43092	31.50
Reserve Account	Postage	43093	1,200.00
Ricoh	Copier Lease	43094	289.00
Ricoh	Copier Lease	43095	183.90
Ron's Small Engine, Inc.	O-rings, Main Nozzle	43096	4.81
Morgan Soucie	Basketball Official	43097	60.00
Sprint	Service	43098	30.70
Suddenlink	Internet	43099	59.95
Superior Lamp, Inc.	4' Bulbs & Ballasts, LED Bulbs	43100	1,224.96
TFM Comm, Inc.	Depot Service	43101	197.99
Larissa Thompson	Basketball Official	43102	24.00
Vernon's Electric & Repair	Rebuilt Starter, Drive Shift Lever	43103	302.93
Wade Welch	Basketball Official	43104	75.00
Alamar Uniforms	Cargo Pants	43105	122.99
Sheldon Booe	Basketball Official	43106	24.00
Bradley A/C & Heating	Thermostat	43107	28.65
C&G Merchants Supply, Inc.	Toilet Tissue, Popcorn Kits, Candy	43108	245.10
California Contractors Supplies, Inc.	Safety Glasses, First Aid Kits,	43109	894.60
Century Link	RTU'S	43110	236.56
Century Link	Long Distance	43111	292.87
City of Osawatomie	Petty Cash Reimbursement	43112	4,437.56
Conrad Fire Equipment, Inc.	Hoses	43113	1,444.60
Delta Dental	Dental Insurance	43114	2,930.94
Blake Draper	Basketball Official	43115	45.00
Eric Draper	Basketball Official	43116	120.00
Galls	Stinger Lamp Assembly	43117	12.35
Grainger	Electric Unit Heater, Gloves	43118	1,184.78
KS Dept. of Health and Environment	Analytical Services	43119	470.00
Kansas Employment Security Fund	4th Quarter Unemployment Tax	43120	829.60
Kansas Municipal Utilities	1st Quarter Dues	43121	2,292.00

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: Dec 2013	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	601,627.00		569,067.13	32,559.87
Sports Complex				-
Public Safety	906,283.00		891,967.09	14,315.91
John Brown Cabin	45,666.00		35,378.62	10,287.38
Public Works	237,059.00		252,891.02	(15,832.02)
Swimming Pool	18,146.00		7,053.76	11,092.24
Cemeteries	103,327.00		96,842.07	6,484.93
Parks & Lakes	-		-	-
Municipal Court	108,417.00		113,497.15	(5,080.15)
Levees & Storm Water	7,000.00		7,209.28	(209.28)
Library	140,136.00		130,653.88	9,482.12
TOTAL	2,167,661.00	-	2,104,560.00	63,101.00
WATER				
Administration	265,761.00		241,280.95	24,480.05
Water Treatment	854,353.00		344,528.11	509,824.89
Water Distribution	212,437.00		186,693.75	25,743.25
TOTAL	1,332,551.00	-	772,502.81	560,048.19
ELECTRIC				
Administration	762,610.00		1,015,433.54	(252,823.54)
Electric Production	2,459,643.00		2,256,253.92	203,389.08
Elect Transmission	583,267.00		454,737.00	128,530.00
TOTAL	3,805,520.00	-	3,726,424.46	79,095.54
EMPLOYMENT BENEFIT	613,556.00	83,540.07	744,009.49	(46,913.42)
REFUSE	376,700.00		388,219.73	(11,519.73)
LIBRARY	26,000.00		33,442.83	(7,442.83)
RECREATION	13,456.00		12,355.24	1,100.76
RURAL FIRE	43,720.00		23,429.28	20,290.72
INDUSTRIAL	41,500.00		62,434.16	(20,934.16)
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	240,278.00	2,255.00	252,590.77	(10,057.77)
ST IMPROVEMENT	129,000.00	94.42	97,383.30	31,711.12
BOND & INTEREST	752,788.00		752,787.50	0.50
PUBLIC SAFETY EQUIP.			789.79	(789.79)
FIRE INS PROCEEDS	15,500.00		-	15,500.00
SEWER	836,250.00		780,373.12	55,876.88
REC EMP BENEFITS	2,419.00		1,457.19	961.81
GOLF COURSE	249,090.00	1,437.86	261,191.38	(10,663.52)
SPECIAL REV (FIRE EQUIP)			-	-
SPECIAL REVENUE (911)	9,897.00		-	9,897.00
LLEBG GRANT			-	-
TOURISM	46,250.00	385.05	61,890.73	(15,255.68)
DISASTER				-
CAPITAL - GENERAL	40,000.00		395,573.38	(355,573.38)
CAPITAL IMP. - STREET				-
CAPITAL IMP - SEWER			301,209.31	(301,209.31)
CAPITAL IMP - GRANTS			494,796.46	(494,796.46)
CAFETERIA 125 #50			37,363.58	(37,363.58)
COURT ADSAP #51	3,000.00		-	3,000.00
COURT BONDS #52	20,000.00		8,441.01	11,558.99
FOREITURES #53	3,000.00		200.00	2,800.00
OLD STONE CHURCH #54				-
PAY PAL #55				-
GRAND TOTAL	10,768,136.00	87,712.40	11,313,425.52	(457,577.12)

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: Dec 2013	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 12/31/2013
GENERAL OPERATING	111,384.68	2,237,360.25	2,104,560.00	244,184.93		244,184.93
WATER	176,092.76	806,985.66	772,502.81	210,575.61		210,575.61
ELECTRIC	531,388.20	3,715,777.05	3,726,424.46	520,740.79		520,740.79
EMPLOYEE BENEFIT	52,082.33	628,910.31	660,469.42	20,523.22		20,523.22
REFUSE	6,251.94	387,478.46	388,219.73	5,510.67		5,510.67
LIBRARY	115,753.52	16,083.49	33,442.83	98,394.18		98,394.18
RECREATION	713.87	11,641.37	12,355.24	-		-
RURAL FIRE	762.88	27,602.88	23,429.28	4,936.48		4,936.48
INDUSTRIAL	61,237.37	36,318.25	62,434.16	35,121.46		35,121.46
REVOLVING LOAN	72,758.43	-	-	72,758.43		72,758.43
SPECIAL PARKS & REC	91,072.82	249,794.37	250,335.77	90,531.42		90,531.42
STREET IMPROVEMENTS	99,271.65	120,093.57	97,288.88	122,076.34		122,076.34
BOND & INTEREST	96,891.99	744,512.25	752,787.50	88,616.74		88,616.74
PUBLIC SAFETY EQUIP.	9,847.11	11.14	789.79	9,068.46		9,068.46
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	335,551.80	831,431.76	780,373.12	386,610.44		386,610.44
RECREATION BENEFIT	-	1,457.19	1,457.19	(0.00)		(0.00)
GOLF COURSE	4,803.83	283,363.58	259,753.52	28,413.89		28,413.89
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	9,423.13	60,061.55	61,505.68	7,979.00		7,979.00
EVIDENCE LIABILITY	14,361.29	-	-	14,361.29		14,361.29
CAPITAL - GENERAL	357,726.90	248,325.80	395,573.38	210,479.32		210,479.32
CAPITAL IMP. - STREETS	19,158.54	-	-	19,158.54		19,158.54
CAPITAL IMP - SEWER	-	-	301,209.31	(301,209.31)		(301,209.31)
CAPITAL IMP - GRANTS	164,801.26	590,000.00	494,796.46	260,004.80		260,004.80
CAFETERIA 125 # 50	4,925.74	46,536.72	37,363.58	14,098.88		14,098.88
COURT ADSAP # 51	6,911.00	750.00	-	7,661.00		7,661.00
COURT BONDS # 52	6,521.37	7,803.50	8,441.01	5,883.86		5,883.86
FORFEITURES # 53	57.29	400.00	200.00	257.29		257.29
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	-	-	95.65		95.65
TOTALS	2,359,745.60	11,052,699.15	11,225,713.12	2,186,731.63	-	2,186,731.63

CASH TRANSACTIONS REPORT

YEAR: THROUGH DECEMBER
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 01 - GENERAL OPERATING				
100.101 CASH & INVESTMENTS	111,384.68	2,315,116.21	2,182,315.96	244,184.93
Fund: 01	111,384.68	2,315,116.21	2,182,315.96	244,184.93
Fund: 02 - WATER				
100.101 CASH & INVESTMENTS	176,092.76	813,200.42	778,717.57	210,575.61
Fund: 02	176,092.76	813,200.42	778,717.57	210,575.61
Fund: 03 - ELECTRIC				
100.101 CASH & INVESTMENTS	531,388.20	3,856,171.63	3,866,819.04	520,740.79
Fund: 03	531,388.20	3,856,171.63	3,866,819.04	520,740.79
Fund: 04 - EMPLOYEE BENEFIT				
100.101 CASH & INVESTMENTS	52,082.33	713,755.09	745,314.20	20,523.22
Fund: 04	52,082.33	713,755.09	745,314.20	20,523.22
Fund: 05 - REFUSE				
100.101 CASH & INVESTMENTS	6,251.94	387,478.46	388,219.73	5,510.67
Fund: 05	6,251.94	387,478.46	388,219.73	5,510.67
Fund: 06 - LIBRARY				
100.101 CASH & INVESTMENTS	115,753.52	24,553.21	41,912.55	98,394.18
Fund: 06	115,753.52	24,553.21	41,912.55	98,394.18
Fund: 07 - RECREATION				
100.101 CASH & INVESTMENTS	713.87	11,641.37	12,355.24	0.00
Fund: 07	713.87	11,641.37	12,355.24	0.00
Fund: 08 - RURAL FIRE				
100.101 CASH & INVESTMENTS	762.88	27,602.88	23,429.28	4,936.48
Fund: 08	762.88	27,602.88	23,429.28	4,936.48
Fund: 09 - INDUSTRIAL				
100.101 CASH & INVESTMENTS	61,237.37	36,318.25	62,434.16	35,121.46
Fund: 09	61,237.37	36,318.25	62,434.16	35,121.46
Fund: 10 - REVOLVING LOAN				
100.101 CASH & INVESTMENTS	72,758.43	0.00	0.00	72,758.43
Fund: 10	72,758.43	0.00	0.00	72,758.43
Fund: 11 - SPECIAL PARKS & RECREATION				
100.101 CASH & INVESTMENTS	91,072.82	308,184.12	308,725.52	90,531.42
Fund: 11	91,072.82	308,184.12	308,725.52	90,531.42
Fund: 12 - STREET IMPROVEMENT				
100.101 CASH & INVESTMENTS	99,271.65	140,820.10	118,015.41	122,076.34
Fund: 12	99,271.65	140,820.10	118,015.41	122,076.34
Fund: 13 - BOND & INTEREST				
100.101 CASH & INVESTMENTS	96,891.99	744,512.25	752,787.50	88,616.74
Fund: 13	96,891.99	744,512.25	752,787.50	88,616.74
Fund: 14 - PUBLIC SAFETY EQUIPMENT				
100.101 CASH & INVESTMENTS	9,847.11	11.14	789.79	9,068.46
Fund: 14	9,847.11	11.14	789.79	9,068.46
Fund: 15 - INSURANCE PROCEEDS				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84
Fund: 16 - SEWER				
100.101 CASH & INVESTMENTS	335,551.80	926,414.09	875,355.45	386,610.44
Fund: 16	335,551.80	926,414.09	875,355.45	386,610.44

CASH TRANSACTIONS REPORT

YEAR: THROUGH DECEMBER
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 17 - RECREATION EMPLOYEE BENEFITS				
100.101 CASH & INVESTMENTS	0.00	1,457.19	1,457.19	0.00
Fund: 17	0.00	1,457.19	1,457.19	0.00
Fund: 18 - GOLF COURSE				
100.101 CASH & INVESTMENTS	4,803.83	299,227.39	275,617.33	28,413.89
Fund: 18	4,803.83	299,227.39	275,617.33	28,413.89
Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
Fund: 20 - SPECIAL REVENUE (911)				
100.101 CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
Fund: 20	9,897.41	0.00	0.00	9,897.41
Fund: 21 - LLEBG GRANT				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00
Fund: 22 - TOURISM				
100.101 CASH & INVESTMENTS	9,423.13	65,187.69	66,631.82	7,979.00
Fund: 22	9,423.13	65,187.69	66,631.82	7,979.00
Fund: 23 - EVIDENCE LIABILITY				
100.101 CASH & INVESTMENTS	14,361.29	0.00	0.00	14,361.29
Fund: 23	14,361.29	0.00	0.00	14,361.29
Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL				
100.101 CASH & INVESTMENTS	357,726.90	323,990.41	471,237.99	210,479.32
Fund: 24	357,726.90	323,990.41	471,237.99	210,479.32
Fund: 25 - CAPITAL IMPROVEMENTS - STREETS				
100.101 CASH & INVESTMENTS	19,158.54	0.00	0.00	19,158.54
Fund: 25	19,158.54	0.00	0.00	19,158.54
Fund: 26 - CAPITAL IMPROVEMENTS - SEWER				
100.101 CASH & INVESTMENTS	0.00	5.80	301,215.11	-301,209.31
Fund: 26	0.00	5.80	301,215.11	-301,209.31
Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS				
100.101 CASH & INVESTMENTS	164,801.26	590,098.85	494,895.31	260,004.80
Fund: 27	164,801.26	590,098.85	494,895.31	260,004.80
Fund: 30 - CLEARING FUND				
100.101 CASH & INVESTMENTS	0.00	6,659,610.34	6,659,610.34	0.00
Fund: 30	0.00	6,659,610.34	6,659,610.34	0.00
Fund: 50 - CAFETERIA 125				
100.101 CASH & INVESTMENTS	4,925.74	47,273.72	38,100.58	14,098.88
Fund: 50	4,925.74	47,273.72	38,100.58	14,098.88
Fund: 51 - COURT ADSAP				
100.101 CASH & INVESTMENTS	6,911.00	750.00	0.00	7,661.00
Fund: 51	6,911.00	750.00	0.00	7,661.00
Fund: 52 - COURT BONDS				
100.101 CASH & INVESTMENTS	6,521.37	9,707.00	10,344.51	5,883.86
Fund: 52	6,521.37	9,707.00	10,344.51	5,883.86
Fund: 53 - FORFEITURES				
100.101 CASH & INVESTMENTS	57.29	400.00	200.00	257.29
Fund: 53	57.29	400.00	200.00	257.29

CASH TRANSACTIONS REPORT

YEAR: THROUGH DECEMBER
 City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 54 - OLD STONE CHURCH DONATIONS				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 54	0.00	0.00	0.00	0.00
Fund: 55 - PAYPAL				
100.101 CASH & INVESTMENTS	95.65	0.00	0.00	95.65
Fund: 55	95.65	0.00	0.00	95.65
Grand Totals:	2,359,745.60	18,303,487.61	18,476,501.58	2,186,731.63



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 13, 2013

AGENDA ITEM: **Main Street Project**

PRESENTER: Don Cawby, City Manager
Brian Kingsley, BG Consultants

ISSUE SUMMARY: Brian Kingsley will be walking us through a proposed water relocation project for Main Street. As we have discussed previously, we need to relocate the water lines in Main Street before we should make any improvements to Main Street. To do otherwise would be wasteful spending.

Attached are some of the items Brian will review at this meeting. I have also attached a proposed contract for the water portion of this project. The discussion will focus more on financing mechanisms for both the water line replacement and the following Main Street repair/reconstruction. Most importantly, we will discuss a schedule for these improvements and the Main Street improvements based on maximizing grant funding and providing the best scenario for successful grant submissions.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Provide staff direction to staff. Consider execution of the contract, upon review by the City Attorney.

Automatic Calculation	User Input	
Construction Total =	956,375.00	
Design Engineering	97,200.00	
Construction Observation	74,165.00	
Construction Engineering	28,728.00	
Grant Administration =	20,000.00	Check with Grant Administrator for current fee
Legal Administration	5,000.00	Check with City Attorney for current fee
Misc. (Geology, Etc.)	0.00	
Bonding and Interim Interest	23,700.00	2% Percent of Total project
Total Project Cost* =	1,181,468.00	

Design Fees:

Enter Number of Bid Lettings =	1	
% from Fee Schedule =	7.48%	
Add additional % for Rehab./Complexity =	2.0%	use 2% for renovation of existing facilities
Design Subtotal =	\$90,707.98	
Add Lump Sum Amount for Bidding Services =	\$6,500.00	
DESIGN TOTAL =	\$ 97,207.98	Note: Round to \$97,000

Inspection Fees Waterline Project

Working Days (estimate Only)	Units	Units/Day	# of Working Days
Mobilization	8	1	8
Hydrants	16	2	8
Valves	45	3	15
# of Services Replaced	136	4	34
Waterline Replacement	5200	200	26
Total =		Total	91 Working Days

Inspector Rate	Hours per day
\$81.50	10

Construction Observation Total **\$74,165.00** \$72,905.99 75% of Design (Check)

Construction Engineering Admin.	Rate/HR	Hrs/Week	Number of Weeks
	\$133.00	12	18

Construction Engineering Admin. Total **\$ 28,728.00**

Add USDA PER if needed: \$6,500

These Columns allow for the automation of the fee

Fee Curve Chart:		Table	Lower	Upper	Upper	Lower
for interpolation:		\$ 30,000 14.00%	\$ 30,000	\$ 40,000	14.00%	13.00%
Upper Percentage	7.55%	\$ 40,000 13.00%	\$ 40,000	\$ 50,000	13.00%	12.50%
Upper Fee	\$ 1,000,000	\$ 50,000 12.50%	\$ 50,000	\$ 60,000	12.50%	12.25%
Lower Percentage	7.40%	\$ 60,000 12.25%	\$ 60,000	\$ 70,000	12.25%	11.85%
Lower Fee	\$ 900,000	\$ 70,000 11.85%	\$ 70,000	\$ 80,000	11.85%	11.55%
		\$ 80,000 11.55%	\$ 80,000	\$ 90,000	11.55%	11.35%
		\$ 90,000 11.35%	\$ 90,000	\$ 100,000	11.35%	11.20%
		\$ 100,000 11.20%	\$ 100,000	\$ 110,000	11.20%	11.00%
		\$ 110,000 11.00%	\$ 110,000	\$ 120,000	11.00%	10.85%
		\$ 120,000 10.85%	\$ 120,000	\$ 140,000	10.85%	10.55%
		\$ 140,000 10.55%	\$ 140,000	\$ 160,000	10.55%	10.30%
		\$ 160,000 10.30%	\$ 160,000	\$ 180,000	10.30%	10.15%
		\$ 180,000 10.15%	\$ 180,000	\$ 200,000	10.15%	9.95%
		\$ 200,000 9.95%	\$ 200,000	\$ 250,000	9.95%	9.55%
		\$ 250,000 9.55%	\$ 250,000	\$ 300,000	9.55%	9.25%
		\$ 300,000 9.25%	\$ 300,000	\$ 350,000	9.25%	9.00%
		\$ 350,000 9.00%	\$ 350,000	\$ 400,000	9.00%	8.80%
		\$ 400,000 8.80%	\$ 400,000	\$ 450,000	8.80%	8.65%
		\$ 450,000 8.65%	\$ 450,000	\$ 500,000	8.65%	8.55%
		\$ 500,000 8.55%	\$ 500,000	\$ 550,000	8.55%	8.35%
		\$ 550,000 8.35%	\$ 550,000	\$ 600,000	8.35%	8.15%
		\$ 600,000 8.15%	\$ 600,000	\$ 650,000	8.15%	8.05%
		\$ 650,000 8.05%	\$ 650,000	\$ 700,000	8.05%	7.90%
		\$ 700,000 7.90%	\$ 700,000	\$ 750,000	7.90%	7.80%
		\$ 750,000 7.80%	\$ 750,000	\$ 800,000	7.80%	7.70%
		\$ 800,000 7.70%	\$ 800,000	\$ 850,000	7.70%	7.60%
		\$ 850,000 7.60%	\$ 850,000	\$ 900,000	7.60%	7.55%
		\$ 900,000 7.55%	\$ 900,000	\$ 1,000,000	7.55%	7.40%
		\$ 1,000,000 7.40%	\$ 1,000,000	\$ 1,500,000	7.40%	7.00%
		\$ 1,500,000 7.00%	\$ 1,500,000	\$ 2,000,000	7.00%	6.70%
		\$ 2,000,000 6.70%	\$ 2,000,000	\$ 2,500,000	6.70%	6.55%
		\$ 2,500,000 6.55%	\$ 2,500,000	\$ 3,000,000	6.55%	6.45%
		\$ 3,000,000 6.45%	\$ 3,000,000	\$ 4,000,000	6.45%	6.30%
		\$ 4,000,000 6.30%	\$ 4,000,000	\$ -	6.30%	0.00%

City of Osawatomie, KS
Waterline Improvements: Main Street from 5th to 1st
13-1022L

Estimate of Probable Project Costs (DRAFT)
Preparation Date: November 8, 2013

Item #	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	L.S.	\$ 30,000.00	\$ 30,000.00
2.	Contractor Construction Staking	1	L.S.	\$ 5,000.00	\$ 5,000.00
3.	8" PVC Waterline (C900 RJ)(HDD)	2200	L.F.	\$ 60.00	\$ 132,000.00
4.	6" PVC Waterline (C900 RJ)(HDD)	50	L.F.	\$ 45.00	\$ 2,250.00
5.	8" M.J. Gate Valve	9	EA.	\$ 1,000.00	\$ 9,000.00
6.	6" M.J. Gate Valve	7	EA.	\$ 800.00	\$ 5,600.00
7.	6" Tapping Valve	6	EA.	\$ 2,000.00	\$ 12,000.00
8.	Connect to Existing Waterline	6	EA.	\$ 1,400.00	\$ 8,400.00
9.	Disconnect Existing Waterline	6	EA.	\$ 750.00	\$ 4,500.00
10.	Fire Hydrant Assembly	7	EA.	\$ 2,750.00	\$ 19,250.00
11.	Remove Existing Fire Hydrant	7	EA.	\$ 500.00	\$ 3,500.00
12.	3/4" Water Service (Short)	29	EA.	\$ 500.00	\$ 14,500.00
13.	3/4" Water Service (Long)	35	EA.	\$ 1,000.00	\$ 35,000.00
14.	Connect to Service (3/4")	64	EA.	\$ 500.00	\$ 32,000.00
15.	New Water Meter Pit (3/4")	64	EA.	\$ 100.00	\$ 6,400.00
16.	New Water Meter Setter (3/4")	64	EA.	\$ 175.00	\$ 11,200.00
17.	New Water Meter Ring/Lid (3/4")	64	EA.	\$ 75.00	\$ 4,800.00
18.	Relocate Existing Meter Pit	16	EA.	\$ 500.00	\$ 8,000.00
19.	Tracer Wire	2,250	L.F.	\$ 0.50	\$ 1,125.00
20.	Pavement Patching (Street)	75	S.Y.	\$ 100.00	\$ 7,500.00
21.	Pavement Patching (Driveways)	100	S.Y.	\$ 80.00	\$ 8,000.00
22.	Concrete Curb and Gutter (Combined)(AE)	150	L.F.	\$ 35.00	\$ 5,250.00
23.	Flowable Fill	200	C.Y.	\$ 80.00	\$ 16,000.00
24.	Remove and Replace Concrete Sidewalk (4")(AE)	50	S.Y.	\$ 50.00	\$ 2,500.00
25.	Remove and Replace Concrete Sidewalk Ramp	15	S.Y.	\$ 150.00	\$ 2,250.00
26.	Traffic Control	1	L.S.	\$ 7,500.00	\$ 7,500.00
27.	Temporary Erosion Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
28.	Seeding, Fertilizing and Mulching	1	L.S.	\$ 5,000.00	\$ 5,000.00
29.	Clearing and Grubbing	1	L.S.	\$ 2,500.00	\$ 2,500.00
				Construction Subtotal =	\$ 387,525.00
				+10% Contingency =	\$ 38,800.00
				Construction Total =	\$ 426,325.00
				+25% Design, Construction Observation & Administration =	\$ 106,600.00
				Project Total =	\$ 532,925.00

Estimate Notes:

1. Assumes waterlines are installed utilizing horizontal directional drilling.
2. Assumes 25% of meters require relocation.
3. Assumes 6" waterlines on side streets.
4. Legal, Bonding and Easement Acquisition have not been included in this estimate.

City of Osawatomie, KS
Waterline Improvements: Main Street from 12th to 7th
13-1022L

Estimate of Probable Project Costs (DRAFT)
Preparation Date: November 8, 2013

Item #	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	L.S.	\$ 40,000.00	\$ 40,000.00
2.	Contractor Construction Staking	1	L.S.	\$ 7,500.00	\$ 7,500.00
3.	8" PVC Waterline (C900 RJ)(HDD)	3000	L.F.	\$ 60.00	\$ 180,000.00
4.	6" PVC Waterline (C900 RJ)(HDD)	100	L.F.	\$ 45.00	\$ 4,500.00
5.	8" M.J. Gate Valve	8	EA.	\$ 1,000.00	\$ 8,000.00
6.	6" M.J. Gate Valve	9	EA.	\$ 800.00	\$ 7,200.00
7.	6" Tapping Valve	6	EA.	\$ 2,000.00	\$ 12,000.00
8.	Connect to Existing Waterline	6	EA.	\$ 1,400.00	\$ 8,400.00
9.	Disconnect Existing Waterline	6	EA.	\$ 750.00	\$ 4,500.00
10.	Fire Hydrant Assembly	9	EA.	\$ 2,750.00	\$ 24,750.00
11.	Remove Existing Fire Hydrant	9	EA.	\$ 500.00	\$ 4,500.00
12.	3/4" Water Service (Short)	43	EA.	\$ 500.00	\$ 21,500.00
13.	3/4" Water Service (Long)	29	EA.	\$ 1,000.00	\$ 29,000.00
14.	Connect to Service (3/4")	72	EA.	\$ 500.00	\$ 36,000.00
15.	New Water Meter Pit (3/4")	72	EA.	\$ 100.00	\$ 7,200.00
16.	New Water Meter Setter (3/4")	72	EA.	\$ 175.00	\$ 12,600.00
17.	New Water Meter Ring/Lid (3/4")	72	EA.	\$ 75.00	\$ 5,400.00
18.	Relocate Existing Meter Pit	18	EA.	\$ 500.00	\$ 9,000.00
19.	Tracer Wire	3,100	L.F.	\$ 0.50	\$ 1,550.00
20.	Pavement Patching (Street)	100	S.Y.	\$ 100.00	\$ 10,000.00
21.	Pavement Patching (Driveways)	125	S.Y.	\$ 80.00	\$ 10,000.00
22.	Concrete Curb and Gutter (Combined)(AE)	200	L.F.	\$ 35.00	\$ 7,000.00
23.	Flowable Fill	250	C.Y.	\$ 80.00	\$ 20,000.00
24.	Remove and Replace Concrete Sidewalk (4")(AE)	65	S.Y.	\$ 50.00	\$ 3,250.00
25.	Remove and Replace Concrete Sidewalk Ramp	20	S.Y.	\$ 150.00	\$ 3,000.00
26.	Traffic Control	1	L.S.	\$ 10,000.00	\$ 10,000.00
27.	Temporary Erosion Control	1	L.S.	\$ 3,750.00	\$ 3,750.00
28.	Seeding, Fertilizing and Mulching	1	L.S.	\$ 7,500.00	\$ 7,500.00
29.	Clearing and Grubbing	1	L.S.	\$ 3,750.00	\$ 3,750.00
Construction Subtotal =					\$ 481,850.00
+10% Contingency =					\$ 48,200.00
Construction Total =					\$ 530,050.00
+25% Design, Construction Observation & Administration =					\$ 132,500.00
Project Total =					\$ 662,550.00

Estimate Notes:

1. Assumes waterlines are installed utilizing horizontal directional drilling.
2. Assumes 25% of meters require relocation.
3. Assumes 6" waterlines on side streets.
4. Legal, Bonding and Easement Acquisition have not been included in this estimate.

City of Osawatomie, KS

Funding Options Summary

Opinion of Probable Project Cost= **\$ 1,195,475**

Funding Option 1 - CDBG & SRF

CDBG Grant Dollars (Maximum)	\$	500,000	
Amount Financed	\$	695,475	
Annual Interest (%)		2.830	%
Terms of Loan	\$	20	Years
Monthly Loan Payments	\$	3,815	
Annual Loan Payments	\$	45,777	
Total Loan Payments	\$	915,544	
User Rate Increase	\$	2.12	Per Month
Base O & M	\$	37.36	Per Month
Reserve	\$	-	Per Month
Proposed 5,000 gallon user Rate	\$	39.48	Per Month

Funding Option 2 - Rural Development

Grant Dollars	\$	-	0% of remaining cost
Amount Financed	\$	1,195,475	100% of remaining cost
Annual Interest (%)		3.500	%
Terms of Loan	\$	40	Years
Monthly Loan Payments	\$	4,647	
Annual Loan Payments	\$	27,880	
Total Loan Payments	\$	2,230,367	
User Rate Increase	\$	2.58	Per Month
Base O & M	\$	37.36	Per Month
Reserve	\$	-	Per Month
Proposed 5,000 gallon user Rate	\$	39.94	Per Month

Funding Option 3 - CDBG & Rural Development

CDBG Grant	\$	500,000	
RD Grant	\$	-	0% of remaining cost
RD Loan	\$	695,475	100% of remaining cost
Annual Interest (%)		3.500	%
Terms of Loan	\$	40	Years
Monthly Loan Payments	\$	2,703	
Annual Loan Payments	\$	32,438	
Total Loan Payments	\$	1,297,530	
User Rate Increase	\$	1.50	Per Month
Base O & M	\$	37.36	Per Month
Reserve	\$	-	Per Month
Proposed 5,000 gallon user Rate	\$	38.86	Per Month

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Note: This document has been modified by BG Consultants, Inc. for the express purpose of complying with USDA Rural Development requirements. Additions to the text are denoted by underlines and deletions are denoted by strikethroughs. Modifications required by Engineer or other Agency is located in Exhibit J, Special Provisions.

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 13 , 2014 (“Effective Date”) between

City of Osawatomie, KS (“Owner”) and

BG Consultants, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Main Street Water Distribution System Improvements 1st to 5th Street and 7th to 12th Street Concept dated November 7, 2013. (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Design and Construction Phase Services for the Project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. *Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.*

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. *Owner shall have the responsibilities set forth herein and in Exhibit B.*
- B. *Owner shall pay Engineer as set forth in Exhibit C.*

- C. *Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.*

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. *Engineer is authorized to begin rendering services as of the Effective Date.*

3.02 Time for Completion

- A. *Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.*
- B. *If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.*
- C. *If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.*
- D. *Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.*
- E. *If Engineer fails, through its own fault, to complete the performance required ~~in~~ within this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, ~~as its sole remedy,~~ to the recovery of direct damages resulting from such failure.*

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within ~~30~~ 60 days of receipt.*

4.02 Payments

- A. *Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.*
- B. *Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within ~~30~~ 60 days after receipt of Engineer's invoice, then:*

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.*
- D. *Legislative Actions: If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.*

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. *Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.*

5.02 Designing to Construction Cost Limit

- A. *If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.*

5.03 Opinions of Total Project Costs

- A. *The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.*

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.*
- B. *Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.*
- C. *Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.*
- D. *Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.*
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. *Engineer and Owner shall comply with applicable Laws and regulations.*
 - 2. *Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.*
 - 3. *This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.*
- F. *Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.*
- G. *The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the*

Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. *Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.*
- I. *Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.*
- J. *Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*
- K. *Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.*
- L. *While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.*

6.02 *Design Without Construction Phase Services*

- A. *Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.*

6.03 *Use of Documents*

- A. *All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. ~~Owner~~*

~~shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants~~

- B. ~~Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J. ConsensusDOCS200.0 Electronic Communications Protocol Addendum may be attached to Exhibit J and become part of this Agreement.~~
- C. *Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.*
- D. *When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.*
- E. *Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.*
- F. *If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.*

6.04 Insurance

- A. *Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.*
- B. *Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.*
- C. *Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.*
- D. *Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.*
- E. *All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.*
- F. *All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.*
- G. *At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.*

6.05 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner: Owner may suspend the project for up to 90 days upon seven days written notice to Engineer. If the project is suspended by the Owner for more than 30 days and is then resumed, the Engineer's compensation may be equitably adjusted, as mutually*

agreed, using Exhibit K, Amendment to Owner Engineer Agreement, to provide for expenses incurred in the interruption and resumption of Engineer's services.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination: The obligation to provide further services under this Agreement may be terminated:*
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.*

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. *This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.*

6.07 *Successors, Assigns, and Beneficiaries*

- A. *Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.*
- B. *Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.*
- C. *Unless expressly provided otherwise in this Agreement:*
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. *Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.*
- B. *If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.*

6.09 *Environmental Condition of Site*

- A. *Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.*
- B. *Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.*
- C. *If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.*
- D. *It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.*
- E. *If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.*
- F. *Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.*

6.10 Indemnification and Mutual Waiver.

- A. *Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."*
- B. *Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.*
- ~~C. *Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.*~~
- ~~D. *Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.*~~
- ~~E. *Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.*~~

6.11 Miscellaneous Provisions

- A. *Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.*

- B. *Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.*
- C. *Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.*
- D. *Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.*
- E. *Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.*

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. *Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:*
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to

Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
34. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or “RPR” includes any Resident Inspector, assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representatives, if any, are as set forth in Exhibit D.
35. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. *Exhibit A, Engineer’s Services.*
- B. *Exhibit B, Owner’s Responsibilities.*
- C. *Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.*

- D. *Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.*
- E. *Exhibit E, Notice of Acceptability of Work.*
- F. *Exhibit F, Construction Cost Limit. (Optional - Not Included)*
- G. *Exhibit G, Insurance.*
- H. *Exhibit H, Dispute Resolution. (Optional - Not Included)*
- I. *Exhibit I, Limitations of Liability.*
- J. *Exhibit J, Special Provisions.*
- K. *Exhibit K, Amendment to Owner-Engineer Agreement.*

8.02 *Total Agreement:*

- A. *This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.*

8.03 *Designated Representatives:*

- A. *With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.*

8.04 *Engineer's Certifications:*

- A. *Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:*
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements:

- A. *Agency Concurrence. Signature of a duly authorized representative of Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.*
- B. *Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.*
- C. *Restrictions on Lobbying. Engineer and each Consultant shall comply with Restrictions on Lobbying if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.*
- D. *Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions" to the Owner who will forward it the USDA, Rural Development processing office.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Osawatomie, KS

Engineer:
BG Consultants, Inc.

By: Mark Govea

By: Brian Kingsley

Title: Mayor

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's
Certificate No. 16999
State of: Kansas

Address for giving notices:
City of Osawatomie, KS

Address for giving notices:
BG Consultants, Inc.

PO Box 37

1405 Wakarusa Drive

Osawatomie, KS 66064

Lawrence, KS 66049

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Mark Govea

Brian Kingsley

Title: Mayor

Title: Vice President

Phone Number: 785-755-2146

Phone Number: 785-749-4474

Facsimile Number: _____

Facsimile Number: 785-749-7340

E-Mail Address: ozcity@osawatomieks.org

E-Mail Address: Brian.kingsley@bgcons.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate _____ alternate solutions including _____ available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. In Accordance with Agency guidance, Prepare a preliminary engineering report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs. The Report is the Preliminary Engineering Report as defined in RUS Bulletins 1780-2, 1780-3, 1780-4, and 1780-5. This document must meet customary professional standards as required by 7 CFR 1780.55.
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
 - a. ~~Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602.~~~~

- b. ~~Evaluate existing utility Rate Structure and prepare preliminary ranges of rate schedules, if required for the Project.~~
7. Furnish 10 review copies of the Report and any other deliverables to Owner within 60 calendar days of the Effective Date and review it with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
 8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 10 copies of the revised Report and any other deliverables to the Owner within 20 calendar days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner and concurrence by Agency of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the Eenvironmental Rreport or Aassessment.
 5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Prepare a conceptual design which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to

Owner which Engineer recommends. For each recommended solution Engineer will provide an opinion of probable Construction Cost.

- b. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
 - c. Submittal of preliminary design to the Kansas Department of Health and Environment (KDHE) for review, if required by KDHE.
7. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 150 calendar days of authorization to proceed with this phase, and review them with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 8. Furnish 1 review copy of the Preliminary Design Phase Plans and any other deliverables to each public and private utility owner having facilities located within the project area. Assist the City with compiling a list of known private and public utilities including a summary of utility adjustment coordination for City records.
 9. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Known permits include:
 - a. KDHE – Public Waterline Construction Permit

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Submit final plans and Specifications to KDHE for review.
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel and Agency, and other advisors, within 60 Calendar Days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. Upon award of the Construction Contract, the Engineer shall furnish 5 executed copies of the Contract Documents.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

4. *Pre-Construction Conference:* Participate in and chair a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to

Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final

payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. The visits described in Article A.1.05.A.7.a shall be at least monthly.
 - b. The Engineer shall document visit to the project site in writing on standard inspection report forms approved by the Agency with copies furnished to the Owner, Agency, and Contractor.
 - c. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
 - d. The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing 2 copies of such Record Drawings to Owner.
 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. The Estimated Construction Representative Services included in C.204.1 are calculated based upon a 91 working day construction duration.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to

Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Notify applicable regulatory agencies of the completion of the project.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in

- Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
 - a. Administrative services resulting from the Owner's request to assist in acquiring geotechnical services as required for design purposes.
26. Services required to determine and certify that to the best of the engineer's knowledge and belief all iron, steel, and manufactured goods referenced in the plans, specifications, bidding documents, and change orders requiring design revisions are either produced in the United States or are the subject of a waiver according to the requirements of Section 1605 of the American Recovery and Reinvestment Act as approved by the Secretary of Agriculture and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and shop drawings are also either produced in the United States or are the subject of a waiver according to the requirements of Section 1605 of the American Recovery and Reinvestment Act as approved by the Secretary of Agriculture.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction site.
 10. The Estimated Additional Services for Construction Administration included in C.2.05.1. These additional services are calculated based upon a 91 working day construction duration.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - J. Place and pay for advertisement for Bids in appropriate publications.
 - K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the

Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services:
 - 1. The Owner shall pay the Contractor any amounts due under the Construction Contract, but must obtain Agency concurrence prior to issuing such payment.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET RUS-1: Basic Services – Lump Sum

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. For services performed or furnished under paragraph A.1.01, the Lump Sum amount of N/A Dollars ~~(\$-6,500.00-)~~ after the Study and Report Phase Services are considered complete as defined in Exhibit A.
 2. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative) the Lump Sum amount of Ninety Seven Thousand Dollars (\$97,000.00).
 3. The Lump Sum compensation for services performed or furnished under paragraphs A.1.02 through A.1.0.6 shall be payable as follows:
 - a. A sum which equals 30 percent of the Lump Sum compensation payable under C.2.01.A.2, above, after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency if required).
 - b. A sum which, together with the compensation payable under paragraph C.2.01.A.3.a, equals 50 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2 after the Final Design Phase documents are completed and submitted to Owner and Agency.
 - c. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a and b, equals 70 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d. A sum which, together with the compensation provided in paragraphs C.2.01.A.3.a, b, and c, equals 80 percent of the Lump Sum payable under paragraph C.2.01.A.2, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
 - e. A sum equal to 15 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2 will be paid for general engineering review of the Contractor’s Work during the construction period on percentage ratios identical with those approved by the Engineer as a

basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C.2.01.A.3.a through C.2.01.A.3.e will equal 95 percent of the Lump Sum amount stipulated in paragraph C.2.01.A.2.

- f. A final payment which together with the compensation provided in paragraphs C.2.01.A.3.a through C.2.01.A.3.e equals 100 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, shall be made when it is determined that all services required under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post-Construction Phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.
4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- B. Period of Service. The compensation amount stipulated in paragraph C.2.01.A.2 is conditioned on a period of service not exceeding 12 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C.2.03 [Not Used]

C.2.04 [Not Used]

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET RUS-3: Resident Project Representative Services – Standard Hourly Rates

C.2.04 Compensation for Resident Project Representative Services – Standard Hourly Rates
Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$ \$74,165.00 based upon Contract Times as set forth herein.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a Factor of 10%. External expenses are limited to sub-consultant or subcontracted services.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 2015) to reflect equitable changes in the compensation payable to Engineer. Modifications to fees shall be made by Amendment.
- C. Other Provisions Concerning Payment Under this Paragraph C.2.04

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 10%.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. Modifications to fees shall be made by Amendment only.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
5. The Estimated Additional Services for Construction Administration included in C.2.05.1 are calculated based upon a **91 working day** construction duration.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET RUS-4: Additional Services

C.2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A.2.01 or A.2.02 of Exhibit A, except for services as a consultant or witness under paragraph A.2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$ 28,728.00 and this amount shall not be exceeded without written approval of Owner and concurrence of Agency. An itemized estimate of this amount shall be attached to this Agreement.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of 10%. External expenses are limited to sub-consultant or subcontract services.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 2015) to reflect equitable changes in the compensation payable to Engineer. Modifications to fees shall be made by Amendment.
- C. Other Provisions Concerning Payment For Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 10%.

2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
4. The Estimated Additional Services for Construction Administration included in C.2.05.1 are calculated based upon a **91 working day** construction duration.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$	0.50	/page
8½"x11" Copies/Impression	\$	0.35	/page
Blue Print Copies	\$	2.00	/sq. ft.
Reproducible Copies (Mylar)	\$	12.00	/sq. ft.
Reproducible Copies (Paper)	\$	6.00	/sq. ft.
Mileage (auto)	\$	0.50	/mile
Field Truck Daily Charge	\$	25.00	/day
Mileage (Field Truck)	\$	0.65	/mile
Field Survey Equipment	\$	500.00	/day
Confined Space Equipment	\$	500.00	/day plus expenses
Resident Project Representative Equipment	\$	600.00	/month
Computer CPU Charge	\$	15.00	/hour
Specialized Software	\$	75.00	/hour
Personal Computer Charge	\$	25.00	/hour
CAD Charge	\$	75.00	/hour
CAE Terminal Charge	\$	85.00	/hour
VCR and Monitor Charge	\$		/week, or \$ /month
Video Camcorder	\$		/day, plus \$ /tape
Electrical Meters Charge	\$		/week, or \$ /month
Flow Meter Charge	\$		/week, or \$ /month
Rain Gauge	\$		/week, or \$ /month
Sampler Charge	\$		/week, or \$ /month
Dissolved Oxygen Tester Charge	\$		/week
Fluorometer	\$		/week
Laboratory Pilot Testing Charge	\$		/week, or \$ /month
Soil Gas Kit	\$		/day
Submersible Pump	\$		/day
Water Level Meter	\$		/day, or \$ /month
Soil Sampling	\$		/sample
Groundwater Sampling	\$		/sample
Health and Safety Level D	\$		/day
Health and Safety Level C	\$		/day
Electronic Media Charge	\$		/hour
Long Distance Phone Calls		at cost	
Mobile Phone	\$		/day
Meals and Lodging		at cost	

This is **Appendix 2 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non- project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 01, 2015) to reflect equitable changes in the compensation payable to Engineer. Modifications to fees shall be made by Amendment.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of Agreement are:

HOURLY RATES FOR 2011

<u>POSITION</u>	<u>PER HOUR</u>
PRINCIPAL	\$129.00
PROJECT ENGINEER IV	\$123.50
PROJECT ENGINEER III	\$116.50
PROJECT ENGINEER II	\$103.00
PROJECT ENGINEER I	\$95.00
SENIOR DESIGN ENGINEER	\$97.00
DESIGN ENGINEER	\$85.50
ASSISTANT DESIGN ENGINEER	\$72.00
ARCHITECT	\$123.50
PROJECT ARCHITECT	\$97.00
ASSISTANT ARCHITECT	\$72.00

TECHNICIAN II	\$80.50
TECHNICIAN I	\$70.00
SENIOR CONSTRUCTION INSPECTOR	\$81.50
CERTIFIED CONSTRUCTION INSPECTOR	\$66.00
CONSTRUCTION INSPECTOR	\$58.50
SENIOR PROJECT SURVEYOR	\$112.00
PROJECT SURVEYOR	\$104.00
GPS SURVEYOR	\$82.50
SURVEYOR	\$67.00
FIELD SUPERVISOR	\$91.50
CAD SYSTEM AND OPERATOR	\$83.50
CLERICAL	\$50.50

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 detailed above.

Engineer: _____ Date: _____

Attest: _____

Type Name: Brian P. Kingsley

Title: Vice President

Owner: _____ Date: _____

Attest: _____

Type Name: Mark Govea

Title: Mayor

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____ Date: _____

Type Name: _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
 - a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ 1,000,000.00
 - 2) Disease, Policy Limit: \$ 1,000,000.00
 - 3) Disease, Each Employee: \$ 1,000,000.00
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000.00
 - 2) General Aggregate: \$ 2,000,000.00
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ N/A
 - 2) General Aggregate: \$ N/A
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000,000.00
- f. Professional Liability --
 - 1) Each Claim Made \$ 2,000,000.00
 - 2) Annual Aggregate \$ 2,000,000.00
- g. Other (specify): \$ N/A

2. By Owner:

- a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Each Accident \$ _____
- 2) Disease, Policy Limit \$ _____
- 3) Disease, Each Employee \$ _____

c. General Liability --

- 1) General Aggregate: \$ _____
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____

d. Excess Umbrella Liability --

- 1) Each Occurrence: \$ _____
- 2) General Aggregate: \$ _____

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: \$ _____

f. Other (specify): \$ _____

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. BG Consultants, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$_____.~~
2. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, and its officers, directors, members, partners, agents, employees, and consultants from and against any and all reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
3. *Agreement Not to Claim for Cost of Certain Change Orders:* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed

or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 25 % of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.

Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.

Special Provisions

1. The Consultant shall operate within all known KDHE SRF requirements including the following (See Attachments to Exhibit 3):
 - a. Subpart C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - b. Appendix D – Certification Regarding Lobbying
 - c. Kansas Act Against Discrimination
 - d. Trafficking Victims Protection Act of 2000

2. The Consultant shall operate within all known CDBG guidelines, specifically,
 - a. Title VI Civil Rights Act of 1964

 - b. Section 109 Certifications

 - c. Section 504 Certifications

 - d. Age Discrimination Act of 1975

 - e. Fair Housing Amendments Act of 1988

 - f. Executive Order 11063 Certifications

 - g. Kansas Act Against Discrimination

 - h. Executive Order 11246 Certifications

 - i. Section 3 Certifications

 - j. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974

 - k. Section 503 of the Rehabilitation Act of 1973 as amended

 - l. 24 CFR 85 as modified by CFR 570 Subpart J

 - m. Title I of the Housing & Community Development Act of 1974 as amended

 - n. Section 519 Public Law 101-44 (The 1990 HUD Appropriation Act)

 - o. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)

The original EJCDC Agreement was modified in accordance with RUS Bulletin 1780-26, dated August 20, 2009.

Paragraph(s) 7.01.A of the Agreement is/are amended to include the following additional Defined Terms:

36. *Environmental Report* – The initial environmental report typically prepared and provided to the Agency at the same time as the preliminary engineering report (PER). The significance of impacts identified will determine whether the impacts can be mitigated or whether a higher level of environmental review is necessary.
37. *Environmental Assessment* – Higher level of environmental review used to determine whether an Environmental Impact Statement (EIS) is required or if a Finding of No Significant Impact (FONSI) can be issued.
38. *Environmental Impact Statement* – The highest level of environmental review providing a more detailed assessment of the environmental impacts that includes public, outside party and other federal agency input.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 13, 2014

AGENDA ITEM: **Council Resignation**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Councilwoman Martin provided her resignation to the City Council effective February 3, 2014. Osawatomie City Code (1-207) requires the Mayor to notify the Council of the vacancy at a meeting of the Council. The Code also establishes a Nominating Committee to be comprised of the Mayor, the President of the Council and the remaining member from the same ward as the vacant seat. 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: Mayor should announce the vacancy at the meeting and also appoint the nominating committee as prescribed in the City Code.

STAFF RECOMMENDATION TO COUNCIL: None.

BOARDS, COMMISSIONS & COMMITTEES

February 13, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

as necessary
 2-year term, 5 members (two full-term limit) (A-C odd yrs & D&E even)
 Resolution No. 666 (2013)

A.	Akes	Cami	05/23/13	1/23/14	12/31/15
B.	Burchett	Kari	05/23/13	1/23/14	12/31/15
C.	Madden	Blake	05/23/13	1/23/14	12/31/15
D.	Macek	Dan	05/23/13	---	12/31/14
E.	Moon	Mike	05/23/13	---	12/31/14

Standing Members: Superintendent of USD #367
 City Manager *standing members shall not serve as an officers*
 Liaison: Ted Hunter appointed 4/11/13
 Ex Officio: Osawatomie Chamber of Commerce Executive Director
 Miami County Economic Development Director

	representation	location	representative
B.	service commercial business sector	Osawatomie	no requirement
C.	industrial, manufacturing, real estate, tourism, or property development business sector	no requirement OR within USD #367	City resident no requirement
D.	Chamber of Commerce member	within USD #367	owner / managing executive
E.	citizen	Osawatomie	City resident

GOLF COURSE ADVISORY BOARD TO THE CITY MANAGER

as needed, Golf Course
 1-year term, 5 members from membership & patrons (*appointed* by City Manager)
 Resolution No. 546 (2006)

1	Rick Anderson	1/23/14	12/31/14
2	Flo Brewer	1/23/14	12/31/14
3	Mike Brewer	1/23/14	12/31/14
4	John David Cole	1/23/14	12/31/14
5	Alan Haag	1/23/14	12/31/14

Ex Officio: Director of Golf
 City Manager
 Mayor
 ~
 Osawatomie Golf Association

BOARDS, COMMISSIONS & COMMITTEES

February 13, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

HISTORIC PRESERVATION

as necessary
 3-year term, 5 members (two full-term limit)
 Resolution No. 665 (2013)

1			---	---	12/31/14
2	Case	Lewis	1/23/14	---	12/31/16
3	King	Brian	1/23/14	---	12/31/15
4	Perry	Amanda	1/23/14	---	12/31/15
5	Sharp	Phyllis	1/23/14	---	12/31/16

Liaisons: Karen LaDuex appointed 4/11/13
 Ex Officio: City Manager

LIBRARY ADVISORY BOARD

3rd Monday, 6:30 p.m. or 6:00, Library

K.S.A. 12-1222 et al., Resolution No. 617 (2009)

Clark	Steve	07/12/12	---	4/30/14
King	Both	---	---	4/30/17
Govea	Cindy	05/09/13	---	4/30/17
Sanders	Jan	04/13/06	4/8/10 & 5/13/10	4/30/14
Sims	Anita	05/09/13	---	4/30/15
Tewes	DuWayne	09/08/11	4/26/12	4/30/16
Wilson	Jamie	03/14/13	---	4/30/16

Liaison: Karen LaDuex appointed 4/11/13
 Ex Officio: Mayor

BOARDS, COMMISSIONS & COMMITTEES

February 13, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

PARKS & RECREATION COMMITTEE

2nd Wednesday, 5:30 p.m., Library Basement
 2-year term, 6 members (two full-term limit)
 City Code 12-904 (2012)

		---	---	12/31/13
		---	---	12/31/14
Callahan	Kelly	02/09/12	5/9/2013 *	12/31/14
Farley	Lisa	09/13/12	01/23/14	12/31/15
Harper	Kenneth	02/09/12	5/9/2013 *	12/31/14
Mitzner	Jim	01/23/14	---	12/31/15

* for 12/31/12

Liaison & Voting Member:

Nick Hampson appointed 4/11/13

Ex Officio: Recreation Director

PLANNING COMMISSION

as requested, Memorial Hall *Chairman ** Vice-Chairman
 3-year term, 5 members (two full-term limit)
 K.S.A. 12-741 et seq., City Code 16-101

Anderson	Terry	05/09/13	---	12/13/15
Burgin	Tom	02/09/12	---	12/31/14
Gorman **	Mike	12/09/10	---	12/31/13
Madden	Blake	01/23/14		12/13/15
Mitzner	Jim	02/09/12	---	12/31/14

Liaison: none per KSA

Ex Officio: City Manager, Building Official, Mayor

BOARD OF ZONING APPEALS

as requested, Memorial Hall *Chairman ** Vice-Chairman
 3-year term, 5 members (two full-term limit)
 Planning Commission members serve as the BZA, K.S.A. 12-759 ET SEQ., City Code 16-105

Anderson	Terry	05/09/13		12/31/15
Burgin	Tom	02/09/12		12/31/14
Gorman **	Mike	12/09/10	---	12/31/13
Madden	Blake	01/23/14		12/13/15
Mitzner	Jim	02/09/12		12/31/14

BOARDS, COMMISSIONS & COMMITTEES

February 13, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

PUBLIC HOUSING AUTHORITY

as needed
4-year term, 5 members
Resolution No. 68 (1974)

1	Maimer	Ben	06/09/11	---	12/31/12
2	Mitzner	Jim	01/23/14	---	12/31/15
3	Ratley	Larry	06/09/11	---	12/31/14
4	Singer	Doug	06/09/11	---	12/31/15
5	Vacancy				12/31/13

Liaison: Ted Hunter appointed 4/11/13
Ex Officio: Mayor

PUBLIC SAFETY COMMITTEE

when _____ / time _____ / where _____
2-year term, 5 members (two full-term limit); at least 1 from each ward, 1 at large

1	_____	---	---	12/31/14
2	_____	---	---	12/31/14
3	_____	---	---	12/31/15
4	_____	---	---	12/31/15
5	_____	---	---	12/31/15

Standing members:

USD #367 Superintendent or designee
Osawatomie State Hospital Superintendent or designee

Liaison: Tamara Maichel appointed 4/11/13
Ex Officio: Chief of Police
Chief of Fire Department

BOARDS, COMMISSIONS & COMMITTEES

February 13, 2013

MEMBER	DATE OF APPOINTMENT		TERM EXP.
	ORIGINAL	RE-APT.	

TOURISM COMMITTEE

4th Thursday, 5:30 p.m., Memorial Hall
 2-year term, 5 members (resident, property owner, own operate a retail storefront business)
 Charter Ordinance No. 15 (2013)
 Resolution No. 669 (2013)

1	_____	_____	---	---	12/31/14
2	_____	_____	---	---	12/31/14
3	King	Brian	---	---	12/31/15
4	Maimer	Ben	---	---	12/31/15
5	Perry	Amanda	---	---	12/31/15

Liaison: Amanda-Martin appointed 4/11/13
 Ex Officio: City Manager
 COC Execturive Director

ADVISORY BOARDS

EXPIRED TERMS & VACANCIES

December 31, 2013

February 13, 2014 mtg		Current	Applied
Historic Preservation Committee	2014	_____	
Parks & Recreation Committee	2015	Kenny Foulk	Sara Carter
	2014	Brandon Olson	Amy Johnson Randy Newport Melissa Timblin Jim Wallace
Planning Commission	2016	Mike Gorman	Mike Gorman
Public Housing Authority	2016	Ben Maimer	
	2017	_____	
Public Safety Committee			
	year		
Ward 1	_____	_____	Richard Canon III
Ward 2	_____	_____	Will Cutburth I
Ward 3	_____	_____	Ben Maimer I
Ward 4	_____	_____	Jim Mitzner II
at large	_____	_____	Danessa Mitzner III Mike Moon II John Wastlund IV
	<i>2 members - 2014</i>		
	<i>3 members - 2015</i>		
Tourism Committee	2014	_____	Jeff Dorsett
	2015	_____	Marti McDougal
		<i>Council Liason</i>	Travis Perry

Ann Elmquist

From: Don Cawby
Sent: Tuesday, February 11, 2014 7:32 PM
To: Ann Elmquist
Subject: Fwd: P&R

Don Cawby
Dcawby@osawatomieks.org

Begin forwarded message:

From: Ryan Crowley <ryan_crowley@yahoo.com>
Date: February 11, 2014 at 6:37:55 PM CST
To: Don Cawby <DCawby@osawatomieks.org>
Subject: Re: P&R

My board has selected sara carter and Amy Johnson.

Sent from my iPhone

On Feb 11, 2014, at 3:45 PM, Don Cawby <DCawby@osawatomieks.org> wrote:

Who did they select?

Don Cawby
City Manager
City of Osawatomie
439 Main Street, PO Box 37
Osawatomie, KS 66064
(O) 913-755-2146
(F) 913-755-4164
(M) 913-755-1944

Public Service Application

City of Osawatomi, KS

(one application per committee)

Name: Sara Carter Home Phone: _____
Address: 150 15th St Cell Phone: 913-731-2071
Mailing Address (if different): _____ Work Phone: 913-755-4133
City, State, Zip: Osawatomi, KS 66064 Email: Carter@usd367.org
Place of Employment: Trojan Elementary Position: 4th Grade Teacher
Product or service rendered by employer: Education system
Brief description of job duties/responsibilities: Classroom management, educating tomorrow's people
Spouse's place of employment: _____ Position: _____
Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Rec Board

Why do you wish to serve in this position? As a person who benefited from rec sports as a kid, I feel kids should be able to have the great experience that I did. I want there to be more possibilities for them to succeed.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No

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

Sara Carter
Signature

1/24/14
Date

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cityclerk@osawatomi.ks.org

OFFICE USE ONLY			
Received: <u>1-27-14 JS.</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>1-28-14</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomi, KS

(one application per committee)

Name: Amy Johnson Home Phone: 913.375.0352
Address: 1730 Main St. Terrace Cell Phone: SAME
Mailing Address (if different): SAME Work Phone: 913.557.9090 Ext 352
City, State, Zip: Osawatomi KS 66064 Email: Kissingfraysboutique@hotmail.com
Place of Employment: Elizabeth Layton Center Position: Youth specialist
Product or service rendered by employer: mental health services
Brief description of job duties/responsibilities: Advocate for mental health rights for the youth of Miami County. Provide individual services to assist clients.
Spouse's place of employment: _____ Position: _____
Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Parks & Recreation Board

Why do you wish to serve in this position? To provide a different perspective to the board as well as assist in developing new programs for the community.

Have you served on any other board or committee or in an elected position with the City? If yes, please NO state your experience as a member: _____

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

Amy Johnson
Signature

01/23/14
Date

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		Letter of Approval	_____
		Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Randy Newport Home Phone: _____
Address: 412 Eleventh St Cell Phone: 913 731 0917
Mailing Address (if different): _____ Work Phone: 913 755 7251
City, State, Zip: Osawatomie KS 66064 Email: _____
Place of Employment: OSH Power Plant Position: Supervisor
Product or service rendered by employer: Mental Health
Brief description of job duties/responsibilities: Operate Power Plant

Spouse's place of employment: USD 367 Position: Teacher
Product or Service rendered by spouse's employer: Education

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Rec Commission

Why do you wish to serve in this position? To be involved with the decisions that are for the betterment of our youth in the community.

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

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.

Randy Newport
Signature

1-22-14
Date

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cityclerk@osawatomieks.org

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Received: 1-31-14
Scanned: 2-1-14

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval _____
Letter of Non-Approval _____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Melissa Timblin Home Phone: _____
Address: 32060 W 359th Street Cell Phone: 816-810-3197
Mailing Address (if different): _____ Work Phone: 913-681-7361
City, State, Zip: Osawatomie, KS 66064 Email: Melissa.Timblin@KCPL.com
Place of Employment: KCPL Position: Resource Planning Project Manager
Product or service rendered by employer: Electricity
Brief description of job duties/responsibilities: Facilitate work flow, through design and construction scheduling of resources for Construction and Maintenance Crews.
Spouse's place of employment: City of Olathe Position: Team Supervisor
Product or Service rendered by spouse's employer: Municipal Services Meter Services

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Recreation Board

Why do you wish to serve in this position? I have been involved with many Recreation Programs over the last several years. I have a Bachelor's degree in Recreation and feel that I have much to offer in support of the Programs.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No

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

Melissa Timblin
Signature

1/31/2014
Date

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cityclerk@osawatomi.ks.org

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Received: _____

Council Approval Date: _____

Letter of Approval _____

Scanned: _____

Term Expiration Date: _____

Letter of Non-Approval _____

Public Service Application

City of Osawatomi, KS

(one application per committee)

Name: Jim Wallace Home Phone: (913) 755-3076
Address: 407 Walnut Ave. Cell Phone: (913) 731-5425
Mailing Address (if different): _____ Work Phone: (913) 731-5425
City, State, Zip: Osawatomi, KS 66064 Email: kiwallace5@yahoo.com
Place of Employment: Dan Handle Eastern Position: Maintenance
Product or service rendered by employer: pipeline Natural Gas delivery
Brief description of job duties/responsibilities: Maintain Engines and Compressors for
pumping Natural Gas.
Spouse's place of employment: USD 367 Position: 4th grade teacher
Product or Service rendered by spouse's employer: Teaching

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Recreation Committee

Why do you wish to serve in this position? To try to help in any way ~~that~~ I can
to continue to improve recreation and sports for our youth
in our community.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: NO

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

Jim Wallace
Signature

1-24-2014
Date

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PO Box 37, Osawatomi, KS 66064

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Received: 1-27-14 JS.

Council Approval Date: _____

Letter of Approval _____

Scanned: 1-28-14

Term Expiration Date: _____

Letter of Non-Approval _____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Mike Gorman Home Phone: (913) 731-7143
Address: 1534 Main St. Cell Phone: Same
Mailing Address (if different): _____ Work Phone: Same
City, State, Zip: Osawatomie Ks. 66064 Email: mikeggst@hotmail.com
Place of Employment: USD, 367, USD 288 Position: Zoning Chair
Product or service rendered by employer: Driving (Education)
Brief description of job duties/responsibilities: Retired Paramedic Driving bus
part time
Spouse's place of employment: USD 367, Position: Director of Student Services
Product or Service rendered by spouse's employer: Education

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Planning Commission

Why do you wish to serve in this position? Continuing Service

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No.

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

Michael E. Green
Signature

Feb 5th 2014
Date

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Received: 2-13-14
Scanned: 2-13-14

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval _____
Letter of Non-Approval _____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Richard Canyon Home Phone: _____
Address: 509 16th Cell Phone: 913-731-1007
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie KS 66064 Email: rcanyon321@hotmail.com
Place of Employment: RETIRED Position: _____
Product or service rendered by employer: _____
Brief description of job duties/responsibilities: _____

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

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

POLICE COMMITTEE BOARD
Why do you wish to serve in this position? _____

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

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: _____

Richard Canyon _____ 2-13-14
Signature Date

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Received: <u>2-13-14</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>2-13-14 4:05</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

Name: Will Cutburth Home Phone: (913) 378-7191
Address: 321 Carr Ave Cell Phone: same
Mailing Address (if different): _____ Work Phone: N/A
City, State, Zip: Osawatomie, KS 66064 Email: elect.will.cutburth@gmail.com
Place of Employment: Retired Military Position: N/A
Product or service rendered by employer: N/A
Brief description of job duties/responsibilities: N/A

Spouse's place of employment: USD 288 Position: Elementary Educator
Product or Service rendered by spouse's employer: 4th grade teacher

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

(1) Economic & Community Development (2) Public Safety Committee [IF/WHEN ordinance passed]

Why do you wish to serve in this position? I want to help flesh out all the details in matters of public policy. I have a drive to get to the root of the problems or obstacles. I want nothing but the best answers for Councilmembers to make clear and concise decisions. I want to help move the City of Osawatomie forward to a safe and prosperous future.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: NO

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



Signature

5/17/2013

Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomiaks.org

Public Service Application

City of Osawatomi, KS

Name: Benjamin C. Maimer Home Phone: 913-755-3504
Address: 220 Main Cell Phone: _____
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomi, Kansas 6604 Email: _____
Place of Employment: Retired Position: _____
Product or service rendered by employer: N/A
Brief description of job duties/responsibilities: N/A
N/A
Spouse's place of employment: N/A Position: _____
Product or Service rendered by spouse's employer: N/A

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Public Safety Advisory Bd. — ECON Development Advisory Bd.
Why do you wish to serve in this position? (to help promote the best interests
of the Osawatomi Community and it's people) and also
The Tourism Bd.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: City Councilman 1 1/2 yrs. the above mentioned
Boards for many years

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

Benjamin C. Maimer
Signature

5-31-2013
Date

PLEASE RETURN TO CITY CLERK

Public Service Application

City of Osawatomi, KS

Name: Benjamin C. Maimer Home Phone: 913-755-3504
Address: 220 Main Cell Phone: _____
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomi, Kansas 6604 Email: _____
Place of Employment: Retired Position: _____
Product or service rendered by employer: N/A
Brief description of job duties/responsibilities: N/A
N/A
Spouse's place of employment: N/A Position: _____
Product or Service rendered by spouse's employer: N/A

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Public Safety Advisory Bd. — ECON Development Advisory Bd.
Why do you wish to serve in this position? (to help promote the best interests
of the Osawatomi Community and it's people) and also
The Tourism Bd.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: City Councilman 1 1/2 yrs. the above mentioned
Boards for many years

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

Benjamin C. Maimer
Signature

5-31-2013
Date

PLEASE RETURN TO CITY CLERK

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Danessa Mitzner Home Phone: 913-731-6573
Address: 733 Pacific Ave. Cell Phone: Same
Mailing Address (if different): _____ Work Phone: 913-762-6534
City, State, Zip: 733 Pacific Osaw. KS 66064 Email: ddmitzner@yahoo.com
Place of Employment: Sprint Position: Benefits Program Mgr/Hr
Product or service rendered by employer: Telecommunications
Brief description of job duties/responsibilities: Management of medical/prescription health plans, issue resolution, contract negotiations, etc.
Spouse's place of employment: Taylor Forge Position: Oven Operator
Product or Service rendered by spouse's employer: Boilermakers

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Public Service Committee (Public Safety)

Why do you wish to serve in this position? would like to become more involved in being a part of awareness/decision making for the community.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No

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

Danessa Mitzner
Signature

2/11/14
Date

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Received: <u>2-11-14</u>	Council Approval Date: _____	Letter of Approval: _____
Scanned: <u>2-11-14</u>	Term Expiration Date: _____	Letter of Non-Approval: _____

Public Service Application

City of Osawatomie, KS

Name: Jim Mitzner Home Phone: 755-3580
Address: 1504 Parker Cell Phone: 731-1674
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie KS 66064 Email: Mitzner@centurylink.net
Place of Employment: Self Position: _____
Product or service rendered by employer: Rental Housing
Brief description of job duties/responsibilities: _____

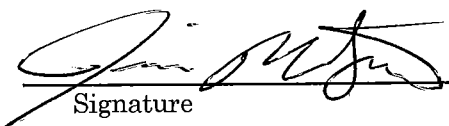
Spouse's place of employment: Self Position: Staffing Coordinator
Product or Service rendered by spouse's employer: Supply health care Staffing in the Los Angeles area.

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
Public Safety Committee

Why do you wish to serve in this position? I believe I can bring knowledge and experience in Public Safety issues with my 12 years of law enforcement background, and also with being on the Police and Fire Advisory Board in the past.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience: Police & Fire Advisory Board, Public Housing, Planning & Zoning

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


Signature

1-27-14
Date

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[G: COUNCILBOARDS CC.Public Service App.2012] 12/19/2012

Received - 1/27/14 L.U.
Scanned -

Council Approval Date:
Item Exp. Date:

Letter of Approval:
Non-approval:

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: MIKE MOON Home Phone: _____
Address: 111 ROHRER HTS Cell Phone: 913 731 4144
Mailing Address (if different): _____ Work Phone: 913 755-2635
City, State, Zip: OSAWATOMIE, KS 66064 Email: MOON@CLASSICNET.NET
Place of Employment: MOON'S Position: OWNER
Product or service rendered by employer: GROCERIES
Brief description of job duties/responsibilities: _____

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

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:
PUBLIC SAFETY

Why do you wish to serve in this position? CONTINUE A PREVIOUS MY SERVICE TO THIS BOARD. SERVED AS LIASON WHILE COUNCILMAN

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: CITY COUNCIL . COMMUNITY + ECON DEVELOPMENT

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:
WE SELL GOODS TO SEVERAL CITY DEPARTMENTS.

Mike Moon _____
Signature Date

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Scanned: <u>2-13-14 4:10pm</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: John T. Wastlund Home Phone: None
Address: 1145 5th Street Cell Phone: (913)294-6462
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie, KS 66064 Email: iwastlund@classicnet.net
Place of Employment: Osawatomie Wesleyan Church Position: Pastor
Product or service rendered by employer: Religious
Brief description of job duties/responsibilities: _____
I preach and teach in a small Church. Lead small group meetings with all ages
Spouse's place of employment: Olathe Medical Center Position: Insurance Verification
Product or Service rendered by spouse's employer: _____
Works to verify insurance and coverage.

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Why do you wish to serve in this position? To be in areas of the City community that may be of help.

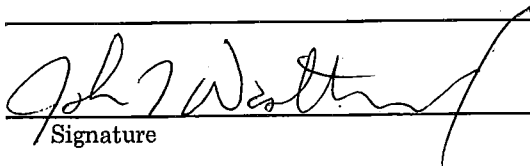
Also, I was asked to take part.

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

No

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


Signature

2/12/2014
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

--- OFFICE USE ONLY ---			
Received: <u>2-13-14</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>2-13-14</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: John T. Wastlund Home Phone: None
Address: 1145 5th Street Cell Phone: (913)294-6462
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie, KS 66064 Email: iwastlund@classicnet.net
Place of Employment: Osawatomie Wesleyan Church Position: Pastor
Product or service rendered by employer: Religious
Brief description of job duties/responsibilities: _____
I preach and teach in a small Church. Lead small group meetings with all ages
Spouse's place of employment: Olathe Medical Center Position: Insurance Verification
Product or Service rendered by spouse's employer: _____
Works to verify insurance and coverage.

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Why do you wish to serve in this position? To be in areas of the City community that may be of help.

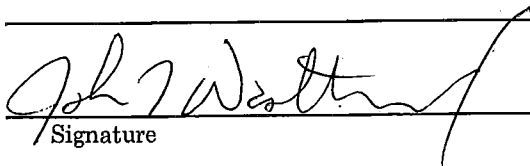
Also, I was asked to take part.

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

No

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


Signature

2/12/2014
Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomieks.org

--- OFFICE USE ONLY ---			
Received: <u>2-13-14</u>	Council Approval Date: _____	Letter of Approval	_____
Scanned: <u>2-13-14</u>	Term Expiration Date: _____	Letter of Non-Approval	_____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Jeff Dorsett Home Phone: 913 755-4805
Address: 109 Shady Lane Cell Phone: 913 731-3849
Mailing Address (if different): same Work Phone: 913 731-3849
City, State, Zip: OSAW KS 66064 Email: runningdeer86@hotmail.com
Place of Employment: Dorsett MD LLC Position: Family physician
Product or service rendered by employer: medical doctor
Brief description of job duties/responsibilities: _____

Spouse's place of employment: same / USD 367 Position: Highschool/swim coach
Product or Service rendered by spouse's employer: swim coach

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

tourism committee

Why do you wish to serve in this position? osawatomie is a "diamond in the rough" with pre/civil war history, Railroad & mental health history, a 117 mile Railsto trail, beautiful river valley & 2 million people within 1 hour. lets show off & harvest the economic benefit
Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: City - No, USD 367 School Board 1997 to present

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

Signature



Date

2-10-14

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomiaks.org

--- OFFICE USE ONLY ---

Received: 2-11-14

Council Approval Date: _____

Letter of Approval _____

Scanned: 2-11-14

Term Expiration Date: _____

Letter of Non-Approval _____

Public Service Application

City of Osawatomie, KS

(one application per committee)

Name: Travis Perry Home Phone: _____
Address: 110 Mill Street Cell Phone: (785) 554-1971
Mailing Address (if different): _____ Work Phone: _____
City, State, Zip: Osawatomie, KS 66064 Email: muckraker62@gmail.com
Place of Employment: Kansas Watchdog Position: Investigative Reporter
Product or service rendered by employer: news
Brief description of job duties/responsibilities: I report on state government news across Kansas and make sure public tax dollars are being spent wisely.
Spouse's place of employment: Self Employed Position: Baker
Product or Service rendered by spouse's employer: Cakes, cookies and other baked goods

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

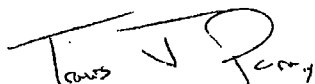
Osawatomie Tourism Committee

Why do you wish to serve in this position? I believe my background in news media, combined with my experience in promotions through social media and with graphic design, will help the Osawatomie Tourism Committee tap into new resources to encourage greater interest in the local community.

Have you served on any other board or committee or in an elected position with the City? If yes, please state your experience as a member: No

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



Signature

Feb. 6, 2014

Date

PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

cityclerk@osawatomi.ks.org

--- OFFICE USE ONLY ---

Received: _____

Council Approval Date: _____

Letter of Approval _____

Scanned: _____

Term Expiration Date: _____

Letter of Non-Approval _____



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 13, 2013

AGENDA ITEM: Police Station Radio Equipment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As part of the Police Station project, we planned for expenses to make needed upgrades to the radio system and also to relocate the radio tower. The attached bids will provide new base radios and all connecting hardware and antennas. The project includes \$27,000 for this item.

The decision to upgrade the radio system was made because our current system is not narrow band compliant. The new unit will include a repeater system for the Fire Department that will extend the range and allow better reception for mobiles and portables. The 800 mhz hardware will also allow our public safety personnel to talk across the state in case of disaster. All of this will be mounted on the console.

The bids received were:

Commenco	\$17,892.35
TBS Electronics	\$19,672.00
TFM Comm	\$27,769.30

COUNCIL ACTION NEEDED: Review and award the bid or reject all bids.

STAFF RECOMMENDATION TO COUNCIL: Staff is recommending the TBS bid, because Commenco told us our console was obsolete and they could no longer get parts for it. TBS and TFM both stated this was not the case. Furthermore, the TBS bid included a factory made tower where the Commenco bid used a regular power pole.

Commenco Inc.

4901 BRISTOL AVE. • KANSAS CITY, MO. 64129
(816)753-2166 • FAX (816)753-3688

Page 1 of 2
QUOTATION

TO: Osawatomie Police Department
ATTN: Duwayne Tewes
509 5th Street
Osawatomie, KS 66064
P: 913-755-2101
E: dtewes@osawatomiepd.org

QUOTE # KE-122313-OPD
DATE: December 23, 2013
TERMS: Net 30
DELIVERY: TBD

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		PROPOSAL		
		MOVE EXISTING ZETRON CONSOLE FROM CURRENT DISPATCH CENTER TO NEW LOCATION		
1	1	<p>LOT- Services To Move Existing Zetron Console from current Dispatch Center to new location. Includes:</p> <ul style="list-style-type: none"> - Rewire two 25 pair cables from new dispatch location to equipment room in basement. - Supply and install six (6) new control stations (see Item #2 & #3 for pricing) and cross connect to customer's Zetron console. Note - The Zetron model 4010 is no longer supported by Zetron and the "Dual Channel Cards" are no longer available; therefore the addition of the State 800 Mhz radio into the console cannot be completed at this time. - Reconfigure the existing MTR2000 T44R base station to a T1R1 repeater for the Fire Department and install at the power plant with the Police Department's repeater. Note - Licensing will need to be completed before a repeater can be moved/installed. - Includes VHF Duplexer - Commenco will re-use two existing CPI Tone Remotes <p>Note: Please see page 2 for FCC licensing fees and modifications. FCC filings, etc., must be completed prior to any work being performed.</p> <p style="text-align: center;">(Continued On Next Page)</p>	LOT	\$9,843.32
			SUBTOTAL	Continued
			SALES TAX	On Next
			GRAND TOTAL	Page

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE PRICES FIRM FOR 30 DAYS TERMS SUBJECT TO CREDIT REVIEW

Prepared By: Rep Name *Kris Evans*
 Phone Number 816-985-4030 (Cell)
 Email kris@commenco.com

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

LEGAL NAME OF PURCHASER

PO NUMBER

AUTHORIZED SIGNATURE

DATE



MOTOROLA SOLUTIONS

Wireless Network Solutions Channel Partner



4901 BRISTOL AVE. • KANSAS CITY, MO. 64129
(816)753-2166 • FAX (816)753-3688

QUOTATION

TO: Osawatomie Police Department
ATTN: Duwayne Tewes
509 5th Street
Osawatomie, KS 66064
P: 913-755-2101
E: dtewes@osawatomiepd.org

QUOTE # KE-122313-OPD
DATE: December 23, 2013
TERMS: Net 30
DELIVERY: TBD

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Customer's Responsibilities: - Customer responsible for providing grounding bus bar within 10' of radio equipment. Commenco can assist in the design of the grounding system. - Customer responsible for providing/installing a utility pole located outside of the new Police Station. This proposal includes installing antennas, etc, to this pole. Commenco feels this is the most cost effective approach, versus installing a separate antenna structure.		
2	6	Motorola PM400 45 Watt Radios (To Be Used As Control Station Radios In Dispatch); Without Microphone	\$351.80	\$2,110.80
3	4	New CPI Tone Remote Adapters (Will re-use 2 existing)	\$327.21	\$1,308.83
4	1	Rack Mount Power Supply (For Item #2 Radios)	\$329.40	\$329.40
5		Estimated - FCC Licensing		
5a	1	- Relocate Existing Fire Station Base To Water Treatment and Turn Into FB2 (Repeater); Not to Exceed Price	LOT	\$1,100.00
5b	1	- Correct address of repeater on FCC License #WPNZ728. (Required re-coordinating)	LOT	\$700.00
5c	1	- Move 6 Control Stations To New Police Department Note: If customer installs a pole, it will require relicensing the control station antennas as they would be above the 6 meters.	LOT	\$2,500.00
5d	1	- If a pole is not put in at the new station, the antennas could be mounted to the side of the building (at or below 6 meters)	\$1,000.00	OPTION
		NOTE: This proposal does not include mounting structure (pole or to building) at this time.		
			SUBTOTAL	\$17,892.35
			SALES TAX	
			GRAND TOTAL	\$17,892.35

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE PRICES FIRM FOR 30 DAYS TERMS SUBJECT TO CREDIT REVIEW

Prepared By: Rep Name *Kris Evans*
 Phone Number 816-985-4030 (Cell)
 Email krise@commenco.com

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

LEGAL NAME OF PURCHASER

PO NUMBER

AUTHORIZED SIGNATURE

DATE



MOTOROLA SOLUTIONS

Wireless Network Solutions Channel Partner

#17,892



EQUIPMENT PROPOSAL

To: Lt. DuWayne Tewes
Company: Osawatomie, City of
 Police Department
Address: 509 5th St
 Osawatomie, KS 66064
Phone: 913-755-2101
Fax:
Project: Relocate Dispatch Equipment

From: Mark Grabar
Company: TBS Electronics, Inc.
Address: 5225 SW Topeka Blvd.
 Topeka, KS 66609
Phone: 785-862-7450
Fax: 785-862-7647
Date: 1/21/14

<u>Qty</u>	<u>Description</u>	<u>Your Price</u>
1	FCC Licensing – Modify WPYU460 Add VHF Repeater Frequency Pair	\$ 575.00
1	Rohn 45G Tower – 29Ft. 45AG2 9' Top Section 45G 10' Mid-Section (2) SB45G 5' Base Section Note: To be installed by City of Osawatomie personnel.	\$1,055.00
1	Antenna System 800 MHz Base Station Antenna W/Mount VHF Base Station Antenna W/Mount (6) Transmission Line Kit (7) Lightning Surge Arrester (7) Grounding & Installation Materials Complete Configuration & Installation	\$5,069.00
1	Dispatch Backroom Equipment Equipment Rack Dual Radio Mounting Plate (4) Radio Faceplate (7) Rack-Mount Power Supply (4) Motorola CM200 45W Radio (6) Remote Adapter Panels (7) Zetron 950-9715 Dual Channel Card Grounding & Installation Materials Complete Configuration & Installation	\$10,038.00
1	MTR2000 Repeater Modification & Installation VHF 100 Watt Duplexer (5 MHz Min. Separation) VHF Base Station Antenna Transmission Line Kit Lightning Surge Arrester Grounding & Installation Materials Complete Configuration & Installation Existing Cabinet/Back-up System	\$2,935.00
TOTAL		\$19,672.00



45G BRACKETED ALLOWABLE ANTENNA AREAS

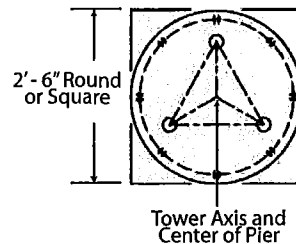
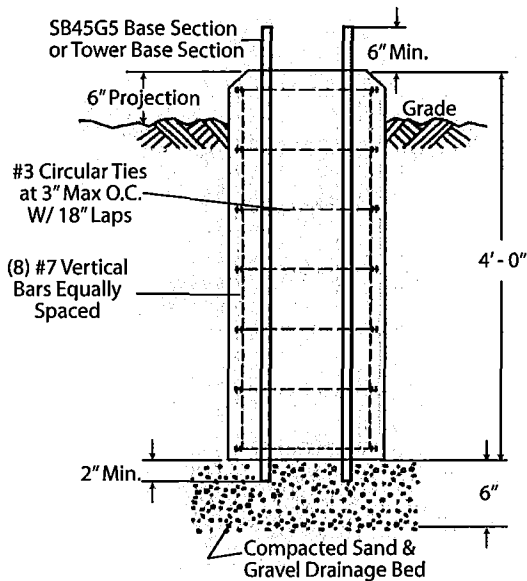
45G

Tower Height (FT.)	Bracket Elevations		Allowable Antenna Areas (SQ. FT.)		
	Upper (FT.)	Lower (FT.)	70 [85] MPH	80 [95] MPH	90 [105] MPH
40	30.0	15.0	36.7	27.4	21.0
50	36.0	18.0	34.8	25.9	20.0
60	46.0	23.0	33.3	24.7	19.0
70	56.0	28.0	32.0	23.8	17.0
80	66.0	33.0	31.0	23.0	12.0
90	66.0	33.0	13.8	9.3	5.3
100	66.0	33.0	5.5	2.0	-

1. Tower designs are in accordance with ANSI/EIA-222-F. Wind speeds indicated as fastest mile [3-second gust].
2. All towers must have "fixed bases" with both bracket elevations. Pinned bases must not be used.
3. Designs assume one 5/8" transmission line on each face (total=3), symmetrically placed.
4. Antennas and mounts assumed symmetrically placed at tower apex.
5. Allowable antenna areas assume all round antenna members.
6. Allowable flat-plate antenna areas, based on EIA RS-222-C, may be obtained by multiplying areas shown by 0.6.
7. All brackets are to be ROHN (P/N HBUTVRO).
8. The interface of tower brackets to supporting structure is to be designed by others and must support a minimum horizontal force of 1810 lbs.
9. Foundation designs are in accordance with ANSI/TIA/EIA-222-F, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures", Section 7, for "Normal" soil conditions. "Normal" soil is defined as dry, cohesive soil with an allowable net vertical bearing capacity of 4000 PSF and an allowable net horizontal pressure of 400 PSF per linear foot of depth to a maximum of 4000 PSF.

Refer to pages 147-153 for General Installation and Foundation Notes.

FOUNDATION INFORMATION



VOLUME OF CONCRETE	
Square Pier	= 1.0 cu. yds.
Round Pier	= 0.8 cu. yds.



STANDARD 45G GUYED TOWER

ROHN 45G
The first. The original.



45G

GENERAL USE

The 45G is a true multi-use structure that provides excellent strength for applications up to 300'. It is offered with heavy steel round legs to satisfy a variety of needs under varied conditions.

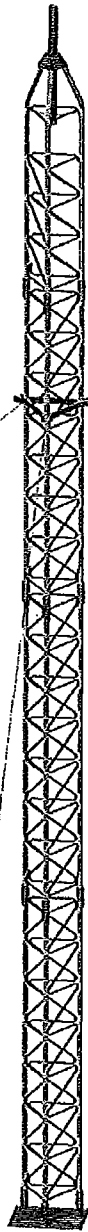
FEATURES

- Completely hot-dip galvanized after fabrication
- Built on a 16 3/4" equilateral triangle design
- High strength tubular legs joined by Zig-Zag® cross members
- Each section contains all required nuts and bolts shipped with section
- Continuous solid round steel bracing

CAUTION

Mixing copies of ROHN towers with ROHN towers is dangerous and voids all engineering and warranty data supplied by ROHN. Materials used by others are not the same quality and have not been tested or engineered by ROHN. Mixing ROHN tower sections with non-ROHN products may cause tower failure or injury.

Per Rev G requirements, any structure greater than 10' requires a climber safety device. Please see page 65 for ordering information.



Sales Quotation



www.tfmcomm.com
Acct Rep: TROY FLAIR

Quotation #: 161187

TFM Comm Inc
126 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax: (785) 234-6848

Date: 9/12/2013
Quote Valid For :
30 Days

To: OSAWATOMIE POLICE DEPT.
509 FIFTH ST.
P O BOX 37
OSAWATOMIE KS 66064
Telephone: 913-755-2101
Fax: 913-755-3558
Contact: CHIEF MIKE STILES

QTY:	ITEM #:	DESCRIPTION:	UNIT PRICE	TOTAL
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CONTROL/BASE STATIONS

6.00	AAM25KKD9AA2_N	CDM1250 136-174 25-45W PO	580.00	3,480.00
6.00	SL15-CDM	ASTRON 15AMP CDM1250	165.00	990.00 ✓
6.00	MR200N	TONE REMOTE LINE ADAPTER	420.00	2,520.00
6.00	HKN9557A	PL259/MINI U ADAPTER 8"	12.50	75.00 ✓
1.00	*NSI	DURACOM POWER SUPPLY XTL2500	165.00	165.00
1.00	H1818A	REMOTE KIT XTL2500	305.00	305.00 ✓
2.00	0782099W03	H52" MODULAR EQP RACK W19"	295.00	590.00 ✓
5.00	50-70121	19" RACK MOUNT SHELF, VENTED	80.00	400.00 ✓
1.00	TFM-HDW	GROUND & PHONE WIRE, 66 BLOCK	1,650.00	1,650.00 ✓
1100.00	LMR400	COAX 3/8" RG-8/9913	1.15	1,265.00 ✓
24.00	RFN1006-3I	CONN N MALE CRIMP LMR400	11.20	268.80 ✓
130.00	LDF4-50A	COAX 1/2" ANDREW HELIAX	2.85	370.50 ✓
4.00	L4TNF-PSA	1/2" COAX CONNECTORS	27.50	110.00 ✓
8.00	LP-BTR-NFF	POLYPHASER	65.00	520.00 ✓
1.00	DB224-A	VHF BASE ANTENNA OMNI (FIRE)	750.00	750.00 ✓
1.00	DB5001	VHF SIDE MOUNT ASSY.	250.00	250.00 ✓
5.00	YS1503	ANTENNA, VHF YAGI	120.00	600.00 ✓
1.00	Y8066	800MHZ YAGI ANTENNA	145.00	145.00
1.00	DCLB	BASE SCANNER ANTENNA	85.00	85.00 ✓

ZETRON DUAL CHANNEL CARD 800 RADIO

1.00	*NSI	950-9715 DUAL CHANNEL CARD	985.00	985.00
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FCC LICENSE

3.00	*PREP	FCC APPL PREP FEE FIRE,PD,PW	225.00	675.00
1.00	*COORD	COORDINATION FEE FIRE,PD, PW	820.00	820.00
4.00	*COORD	INTER-SERVICE SHARING FEE	100.00	400.00

FIRE REPEATER ACCESSORIES

1.00	THN6701A	30" REPEATER CABINET	670.00	670.00 ✓
1.00	X182	MOTOROLA REPEATER DUPLEXER	1,280.00	1,280.00
1.00	TFM-HDW	HARDWARE, PIPE AND CLAMPS	350.00	350.00 ✓

CONTINUED ON NEXT PAGE

www.tfmcomm.com
Acct Rep: TROY FLAIR

Sales Quotation

Quotation #: 161187



TFM Comm Inc
125 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax : (785) 234-6848

Date: 9/12/2013
Quote Valid For :
30 Days

To: OSAWATOMIE POLICE DEPT.
609 FIFTH ST.
P O BOX 37
OSAWATOMIE KS 66064
Telephone: 913-755-2101
Fax: 913-755-3658
Contact: CHIEF MIKE STILES

QTY:	ITEM #:	DESCRIPTION:	UNIT PRICE	TOTAL
1.00	*MILEAGE	MILEAGE	250.00	250.00
INSTALLATION LABOR				
1.00	*INSTALL	INSTALL/REMOVAL LABOR	7,800.00	7,800.00
OPTIONAL CONSOLE UPGRADE				
0.00	MCC5500	MOTOROLA 1 POSITION CONSOLE	28,500.00	0.00

Subtotal: 27,769.30
Sales Tax: 0.00

Quotation Total: 27,769.30

Equipment: DISPATCH 2-WAY RADIO SYSTEM
Installation: NEW DISPATCH CENTER
Terms: NET 30

Quote Notes:
QUOTE TO MOVE PD DISPATCH TO NEW LOCATION . INSTALL CONTROL STATIONS AND BASE STATIONS RADIO IN RACKS IN BASEMENT. ADD 800 RADIO TO CONSOLE AND WIRE 2-WAY RADIO TRAFFIC TO VOICE LOGGER AND ADD FIRE REPEATER SYSTEM & CONSOLE OPTION.

Customer is responsible for all applicable sales tax and/or incurred shipping charges. It is the sole responsibility of the customer to have a valid FCC license for all two-way radio equipment.

CUSTOMER IS RESPONSIBLE FOR ALL FCC AND FREQUENCY COORDINATION FEES

The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by TFMComm Inc and the Client referred to within.

LEASE or INSTALLMENT PURCHASE CONTRACT: \$ _____ per MO, for _____ months.

POLICE STATION PROJECT

As of Feb 13, 2014

	Original Budget	Actual To Date	Approved	Expected	Est. Expenses	Est. Savings
Building						
Purchase	\$ 225,000	\$ 218,446	\$ -	\$ -	\$ 218,446	\$ 6,554
Taxes	-	-			-	-
Subtotal - Renovation	\$ 225,000	\$ 218,446	\$ -	\$ -	\$ 218,446	\$ 6,554
Renovation Costs						
Lobby/Evidence Room	\$ 4,500	\$ 3,564	\$ -	\$ -	\$ 3,564	\$ 936
Dispatch	7,000	5,689		1,000	6,689	311
Furniture & Equip	20,000	8,396		7,000	15,396	4,604
Phone System	5,000			2,000	2,000	3,000
Surveillance System	3,000	2,814			2,814	186
Emergency Generator	13,000		16,590		16,590	(3,590)
Subtotal - Renovation	\$ 52,500	\$ 20,464	\$ 16,590	\$ 10,000	\$ 47,054	\$ 5,446
New Construction						
Building Addition	\$ 90,000	\$ -	\$ -	\$ 90,000	\$ 90,000	\$ -
Tower & Radio Relocation	27,000		19,672		19,672	7,328
Parking Lot	25,000			25,000	25,000	-
Misc/Contingency	15,000			15,000	15,000	-
Subtotal - Construction	\$ 157,000	\$ -	\$ 19,672	\$ 130,000	\$ 149,672	\$ 7,328
Other Costs						
House Purchase	\$ 75,000	\$ 74,430	\$ -	\$ -	\$ 74,430	\$ 570
Taxes	-	594	594		1,188	(1,188)
Relocate House	10,000				-	10,000
New Foundation & Plumbing	10,000				-	10,000
<i>Less House Sale</i>	(55,000)			(45,000)	(45,000)	(10,000)
New Council Room	75,000			75,000	75,000	-
City Hall Outside Repairs	25,000			25,000	25,000	-
Subtotal - Construction	\$ 140,000	\$ 75,023	\$ 594	\$ 55,000	\$ 130,617	\$ 9,383
TOTAL	\$ 574,500	\$ 313,933	\$ 36,856	\$ 195,000	\$ 545,789	\$ 28,711
<i>Police Station Only</i>	\$ 454,500	\$ 313,933	\$ 36,856	\$ 95,000	\$ 445,789	\$ 8,711



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 14, 2013

AGENDA ITEM: Preliminary 2012 Financials

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We have wrapped up the 2013 financials and as I have do every year, I have put together report to show you where we stand heading into 2014. For this discussion, I will only include table summaries and fund information for a selected few funds.

I have provided comparisons for both the Approved and Revised 2013 budgets. While the 2013 Approved 2013 budget isn't too relevant to where we are now, it does help to show some comparisons on how we performed in the original estimates on revenues and projections for some of the large expenditures (such as electricity). Also, the 2013 Approved Budget is a good comparison for the 2014 Approved budget, to see some comparisons for operations and how we managed to come in under those amounts.

Ending Balances. Generally, we were able to maintain our ending balances from 2012 and in non-budgeted funds (mostly capital improvement funds), we increased our balances by another \$118,000, which is a little over 7.0%. The total balances look worse for 2013 because we show a negative \$301,000 balance in the CIP-Sewer Fund, which is a result of not receiving our KDHE reimbursement until 2014. I might also note, we still improved fund balances in a year where the Water and Electric Fund saw much lower revenues as a result of the weather.

General Fund. The General Fund saw an increase in about a \$20,000 increase in both the excise taxes and the franchise fees. The property tax increases were from the increased mill levy that resulted from absorbing the Recreation Commission into the City. It should be noted, that the 2013 budget reflects \$53,000 less in planned revenue that was diverted to the Golf Course Fund. Even without the planned transfer, the preliminary ending balance, as a percentage of expenditures, is 9.7%. The General Fund also saw an additional savings of \$71,000 from underspending in 2013. The majority of that savings was in capital outlay not expended or delayed until 2014.

Water Fund. The Water Fund continued its rebound through 2013, even with revenues running about \$50,000 below an average year. The increased balance will be needed as we start spending money on planning and implementing water line replacement projects.

Electric Fund. We experienced a poor performing year for our electric utility in 2013. Sales were down about \$100,000 from an average year. Also, mistakes were made in the calculation of the fuel adjustment, which meant that we undercharged another \$100,000 beyond what we would have normally collected. However, to offset that was a repayment for the street loan of another \$160,000. Last year was the first year of a new contract with KCPL and we will be spending some time this year to evaluate our expenses and to see what the long term impact will be on the utility.

Sewer Fund. The sewer fund had a very good year as we were able to avoid major plant expenses and breakdowns while the new upgrades were getting ready to occur. We expect that the balance will start to drop some when the new loan payments start, but we are already about \$100,000 ahead of where we thought we would be when we put the financing plan together. We may be able to avoid any major future sewer rate increases if we have a couple favorable years like 2013.

Rural Fire Fund. Because of changes in the way the Miami County Rural Fire Board is now reimbursing the City for expenses, the City had to make a transfer of \$8,000 to the Rural Fire Fund in 2013. Transfers of \$4,000 were made from both the Water Fund and the Sewer Fund to provide this permanent cash-flow funding for the end of the year.

COUNCIL ACTION NEEDED: None.

STAFF RECOMMENDATION TO COUNCIL: Review the presented report.

2013 Ending Balance Changes
Original - Revised Budget - Preliminary Actual

	2013 Budget	2013 Revised	2013 Prelim Actual	Actual over Revised
1 General Operating	\$ 81,388	\$ 132,793	\$ 207,022	\$ 74,229
2 Water	42,938	193,611	207,265	13,654
3 Electric	516,982	483,203	424,866	(58,336)
4 Employee Benefit	23,708	29,072	21,484	(7,587)
5 Refuse	5,325	6,552	5,451	(1,101)
6 Library	4,388	106,254	98,394	(7,859)
7 Recreation	-	714	-	(714)
8 Rural Fire*	3,387	763	4,936	4,174
9 Industrial Promotion	27,169	27,937	35,121	7,184
10 Revolving Loan*	73,670	73,258	72,758	(500)
11 Special Parks & Recreation	41,611	69,670	93,681	24,011
12 Street Improvements	70,848	93,952	122,076	28,125
13 Bond & Interest	33,892	87,787	88,617	829
14 Public Safety Equipment	-	9,847	9,065	(782)
15 Fire Insurance Proceeds*	1	1	1	(0)
16 Sewer	229,274	276,870	384,494	107,624
17 Recreation Employee Benefit	-	-	-	-
18 Golf Course	10,162	42,348	26,212	(16,136)
20 Special 911 Revenue	0	9,897	9,897	-
22 Tourism	16,573	7,289	8,979	1,690
23 Evidence Liability Fund	-	-	-	-
24 CIP - General*	1,487	39,285	210,479	171,194
25 CIP - Street Project*	0	-	19,159	19,159
26 CIP - Sewer*	-	-	(301,209)	(301,209)
27 CIP - Grants*	0	0	260,005	260,005
50 Cafeteria 125*	20,857	13,926	14,099	173
51 Court ADSAP*	5,001	6,911	7,661	750
52 Court Bonds*	5,659	6,521	5,884	(638)
53 Forfeitures*	19	57	257	200
54 Old Stone Church*	13	-	-	-
55 Pay Pal*	-	-	96	96
TOTAL - ALL FUNDS	\$ 1,214,356	\$ 1,718,518	\$ 2,036,752	\$ 318,234
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 1,104,262</i>	<i>\$ 1,577,795</i>	<i>\$ 1,742,626</i>	<i>\$ 164,831</i>

* - Non Budgeted Funds

2010 to 2013 Ending Balances
2013 Preliminary Actuals

	<u>2010</u> <u>Actual</u>	<u>2011</u> <u>Actual</u>	<u>2012</u> <u>Actual</u>	<u>2013</u> <u>Prelim Actual</u>	<u>2011 to 2013</u> <u>Change</u>
1 General Operating	\$ 55,982	\$ 30,824	\$ 111,385	\$ 207,022	\$ 176,198
2 Water	1,001	43,575	176,093	207,265	163,689
3 Electric	937,413	216,891	443,556	424,866	207,976
4 Employee Benefit	(23,276)	28,832	52,082	21,484	(7,347)
5 Refuse	6,472	4,725	6,252	5,451	725
6 Library	109,551	91,626	115,754	98,394	6,769
7 Recreation	1,295	714	714	-	(714)
8 Rural Fire*	-	3,387	763	4,936	1,549
9 Industrial Promotion	45,539	48,169	61,237	35,121	(13,048)
10 Revolving Loan*	72,486	72,670	72,758	72,758	88
11 Special Parks & Recreation	9,296	12,692	91,073	93,681	80,989
12 Street Improvements	1,000	4,662	99,272	122,076	117,414
13 Bond & Interest	64,375	(138,998)	96,892	88,617	227,615
14 Public Safety Equipment	9,520	9,772	9,847	9,065	(706)
15 Fire Insurance Proceeds*	1	1	1	1	0
16 Sewer	429,785	361,440	335,552	384,494	23,053
17 Recreation Employee Benefit	-	-	-	-	-
18 Golf Course	34,269	3,328	4,804	26,212	22,884
20 Special 911 Revenue	9,897	9,897	9,897	9,897	-
22 Tourism	6,225	3,723	9,423	8,979	5,256
23 Evidence Liability Fund	-	-	-	-	-
24 CIP - General*	1,075	3,790	357,727	210,479	206,689
25 CIP - Street Project*	-	0	183,960	19,159	19,159
26 CIP - Sewer*	-	-	-	(301,209)	(301,209)
27 CIP - Grants*	-	0	0	260,005	260,005
50 Cafeteria 125*	-	138	4,926	14,099	13,961
51 Court ADSAP*	-	5,001	6,911	7,661	2,660
52 Court Bonds*	-	5,659	6,521	5,884	225
53 Forfeitures*	-	19	57	257	238
54 Old Stone Church*	-	13	-	-	(13)
55 Pay Pal*	-	-	96	96	96
TOTAL - ALL FUNDS	\$ 1,771,905	\$ 822,550	\$ 2,257,552	\$ 2,036,752	\$ 1,214,201
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 1,698,344</i>	<i>\$ 731,873</i>	<i>\$ 1,623,832</i>	<i>\$ 1,742,626</i>	<i>\$ 1,010,753</i>

* - Non Budgeted Funds

2013 ALL FUNDS SUMMARY

Preliminary Actuals

	<u>Beginning Balance</u>	<u>2013 Revenues</u>	<u>2013 Expenditures</u>	<u>Ending Balance</u>	<u>Change</u>
1 General Operating	\$ 111,385	\$ 2,237,361	\$ 2,141,723	\$ 207,022	\$ 95,638
2 Water	176,093	806,986	775,814	207,265	31,172
3 Electric	443,556	3,715,572	3,734,261	424,866	(18,689)
4 Employee Benefit	52,082	629,872	660,469	21,484	(30,598)
5 Refuse	6,252	387,418	388,220	5,451	(801)
6 Library	115,754	16,083	33,443	98,394	(17,359)
7 Recreation	714	11,641	12,355	-	(714)
8 Rural Fire*	763	27,603	23,429	4,936	4,174
9 Industrial Promotion	61,237	36,318	62,434	35,121	(26,116)
10 Revolving Loan*	72,758	-	-	72,758	-
11 Special Parks & Recreation	91,073	249,794	247,186	93,681	2,608
12 Street Improvements	99,272	120,094	97,289	122,076	22,805
13 Bond & Interest	96,892	744,512	752,788	88,617	(8,275)
14 Public Safety Equipment	9,847	8	790	9,065	(782)
15 Fire Insurance Proceeds*	1	-	-	1	-
16 Sewer	335,552	831,432	782,490	384,494	48,942
17 Recreation Employee Benefit	-	1,457	1,457	-	-
18 Golf Course	4,804	283,364	261,955	26,212	21,408
20 Special 911 Revenue	9,897	-	-	9,897	-
22 Tourism	9,423	61,062	61,506	8,979	(444)
23 Evidence Liability Fund					-
24 CIP - General*	357,727	248,326	395,573	210,479	(147,248)
25 CIP - Street Project*	183,960	-	164,801	19,159	(164,801)
26 CIP - Sewer*	-	-	301,209	(301,209)	(301,209)
27 CIP - Grants*	0	590,000	329,995	260,005	260,005
50 Cafeteria 125*	4,926	46,537	37,364	14,099	9,173
51 Court ADSAP*	6,911	750	-	7,661	750
52 Court Bonds*	6,521	7,804	8,441	5,884	(638)
53 Forfeitures*	57	400	200	257	200
54 Old Stone Church*	-	-	-	-	-
55 Pay Pal*	96	-	-	96	-
TOTAL - ALL FUNDS	\$ 2,257,552	\$ 11,054,393	\$ 11,275,193	\$ 2,036,752	\$ (220,800)
<i>Subtotal - Budgeted Funds Only</i>	<i>\$ 1,623,832</i>	<i>\$ 10,132,974</i>	<i>\$ 10,014,180</i>	<i>\$ 1,742,626</i>	<i>\$ 118,794</i>

* - Non Budgeted Funds

**COMPARISON TO APPROVED BUDGET
2013**

	<u>Approved Revenues</u>	<u>Prelim Actuals Revenues</u>	<u>Change</u>	<u>Approved Expend</u>	<u>Prelim Actuals Expend</u>	<u>Change</u>
1 General Operating	\$ 2,184,577	\$ 2,237,361	\$ 52,783	\$ 2,141,161	\$ 2,141,723	\$ 562
2 Water	823,124	806,986	(16,138)	814,796	775,814	(38,983)
3 Electric	4,038,147	3,715,572	(322,575)	4,017,520	3,734,261	(283,259)
4 Employee Benefit	634,419	629,872	(4,547)	665,752	660,469	(5,282)
5 Refuse	377,000	387,418	10,418	376,700	388,220	11,520
6 Library	22,600	16,083	(6,517)	126,000	33,443	(92,557)
7 Recreation	13,456	11,641	(1,815)	13,456	12,355	(1,101)
8 Rural Fire*	43,720	27,603	(16,117)	43,720	23,429	(20,291)
9 Industrial Promotion	16,000	36,318	20,318	41,500	62,434	20,934
10 Revolving Loan*	500	-	(500)	-	-	-
11 Special Parks & Recreation	242,000	249,794	7,795	240,278	247,186	6,908
12 Street Improvements	120,840	120,094	(746)	129,000	97,289	(31,711)
13 Bond & Interest	747,778	744,512	(3,266)	812,788	752,788	(60,000)
14 Public Safety Equipment	-	8	8	-	790	790
15 Fire Insurance Proceeds*	15,500	-	(15,500)	15,500	-	(15,500)
16 Sewer	776,124	831,432	55,308	836,249	782,490	(53,760)
17 Recreation Employee Benefit	2,419	1,457	(962)	2,419	1,457	(962)
18 Golf Course	247,183	283,364	36,181	249,090	261,955	12,865
20 Special 911 Revenue	-	-	-	9,897	-	(9,897)
22 Tourism	54,350	61,062	6,712	47,200	61,506	14,306
23 Evidence Liability Fund	-	-	-	-	-	-
24 CIP - General*	85,000	248,326	163,326	90,968	395,573	304,605
25 CIP - Street Project*	-	-	-	-	164,801	164,801
26 CIP - Sewer*	-	-	-	-	301,209	301,209
27 CIP - Grants*	525,000	590,000	65,000	525,000	329,995	(195,005)
50 Cafeteria 125*	79,196	46,537	(32,659)	62,976	37,364	(25,612)
51 Court ADSAP*	3,000	750	(2,250)	3,000	-	(3,000)
52 Court Bonds*	20,000	7,804	(12,197)	20,000	8,441	(11,559)
53 Forfeitures*	3,000	400	(2,600)	3,000	200	(2,800)
54 Old Stone Church*	1,000	-	(1,000)	1,000	-	(1,000)
55 Pay Pal*	-	-	-	-	-	-
TOTAL - ALL FUNDS	\$ 11,075,933	\$ 11,054,393	\$ (21,540)	\$ 11,288,970	\$ 11,275,193	\$ (13,777)

* - Non Budgeted Funds

**COMPARISON TO REVISED BUDGET
2013**

	<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	\$ 2,234,063	\$ 2,237,361	\$ 3,298	\$ 2,212,655	\$ 2,141,723	\$ (70,932)
2 Water	877,049	806,986	(70,063)	859,531	775,814	(83,717)
3 Electric	3,992,258	3,715,572	(276,685)	3,952,611	3,734,261	(218,349)
4 Employee Benefit	618,395	629,872	11,477	641,406	660,469	19,064
5 Refuse	377,000	387,418	10,418	376,700	388,220	11,520
6 Library	10,500	16,083	5,583	20,000	33,443	13,443
7 Recreation	13,456	11,641	(1,815)	13,456	12,355	(1,101)
8 Rural Fire*	43,720	27,603	(16,117)	43,720	23,429	(20,291)
9 Industrial Promotion	36,000	36,318	318	69,300	62,434	(6,866)
10 Revolving Loan*	500	-	(500)	-	-	-
11 Special Parks & Recreation	248,500	249,794	1,295	269,903	247,186	(22,717)
12 Street Improvements	116,680	120,094	3,414	122,000	97,289	(24,711)
13 Bond & Interest	743,683	744,512	829	752,788	752,788	-
14 Public Safety Equipment	-	8	8	-	790	790
15 Fire Insurance Proceeds*	15,500	-	(15,500)	15,500	-	(15,500)
16 Sewer	776,124	831,432	55,308	834,806	782,490	(52,316)
17 Recreation Employee Benefit	2,419	1,457	(962)	2,419	1,457	(962)
18 Golf Course	295,872	283,364	(12,508)	258,327	261,955	3,628
20 Special 911 Revenue	-	-	-	-	-	-
22 Tourism	60,149	61,062	913	62,283	61,506	(777)
23 Evidence Liability Fund	-	-	-	-	-	-
24 CIP - General*	135,000	248,326	113,326	453,442	395,573	(57,869)
25 CIP - Street Project*	-	-	-	183,960	164,801	(19,159)
26 CIP - Sewer*	-	-	-	-	301,209	301,209
27 CIP - Grants*	-	590,000	590,000	-	329,995	329,995
50 Cafeteria 125*	60,000	46,537	(13,463)	51,000	37,364	(13,636)
51 Court ADSAP*	3,000	750	(2,250)	3,000	-	(3,000)
52 Court Bonds*	15,000	7,804	(7,197)	15,000	8,441	(6,559)
53 Forfeitures*	-	400	400	-	200	200
54 Old Stone Church*	1,000	-	(1,000)	1,000	-	(1,000)
55 Pay Pal*	90	-	(90)	186	-	(186)
TOTAL - ALL FUNDS	\$ 10,675,956	\$ 11,054,393	\$ 378,437	\$ 11,214,990	\$ 11,275,193	\$ 60,203

* - Non Budgeted Funds

**General Fund Revenues
2009 to 2014**

	2010 ACTUAL	% Change	2011 ACTUAL	% Change	2012 ACTUAL	% Change	2013 Prelim ACTUAL	% Change	2014 PROPOSED	% Change
Property & Vehicle Taxes	\$ 575,434	19.62 %	\$ 501,209	(12.90)%	\$ 547,203	9.18 %	\$ 601,532	9.93 %	\$ 589,985	(1.92)%
Sales & Liquor Taxes	591,694	(3.31)	628,641	6.24	642,306	2.17	661,386	2.97	641,590	(2.99)
Grants	14,049	478.50	11,391	(18.92)	10,791	(5.27)	22,355	107.18	17,000	(23.96)
Franchise Fees	164,775	0.30	156,721	(4.89)	125,529	(19.90)	143,127	14.02	124,535	(12.99)
Admin. & Internal Fees	-	0.00	-	0.00	357,000	0.00	385,295	7.93	411,362	6.77
Licenses & Permits	36,685	(26.01)	36,554	(0.36)	27,016	(26.09)	33,275	23.17	28,300	(14.95)
Charges for Services	35,843	(15.69)	55,826	55.75	55,131	(1.24)	50,790	(7.87)	39,900	(21.44)
Fines & Fees	118,835	23.77	101,608	(14.50)	130,323	28.26	114,517	(12.13)	122,000	6.53
Interest	25,114	(17.00)	22,095	(12.02)	22,656	2.53	20,447	(9.75)	23,000	12.49
Transfers	763,182	11.49	824,511	8.04	263,963	(67.99)	164,750	(37.59)	219,000	32.93
Sale of Assets	-	0.00	1,750	0.00	6,025	244.29	4,600	(23.65)	1,000	(78.26)
Miscellaneous	39,329	(26.78)	53,616	36.33	22,515	(58.01)	35,287	56.72	22,250	(36.94)
Total Revenues	\$ 2,364,941	16.26 %	\$ 2,393,923	1.23 %	\$ 2,210,457	(7.66)%	\$ 2,237,361	1.22 %	\$ 2,239,922	0.11 %
<i>Mill Levy</i>	22.721	15.50 %	19.318	(14.98)%	22.365	15.77 %	25.375	13.46 %	24.096	(5.04)%
<i>Property Tax per mill</i>	\$ 23,249	(0.81)%	\$ 23,300	0.22 %	\$ 22,376	(3.97)%	\$ 22,065	(1.39)%	\$ 22,715	2.95 %
<i>Absorbed Levy</i>	3.345		-		-		4.000		0	

Utility Revenue

	<u>2006</u> <u>ACTUAL</u>	<u>2007</u> <u>ACTUAL</u>	<u>2008</u> <u>ACTUAL</u>	<u>2009</u> <u>ACTUAL</u>	<u>2010</u> <u>ACTUAL</u>	<u>2011</u> <u>ACTUAL</u>	<u>2012</u> <u>ACTUAL</u>	<u>2013 Prelim</u> <u>ACTUAL</u>	<u>5-Year</u> <u>Average</u>	<u>2013 from</u> <u>Average</u>
Water Revenue										
Sales and Charges	\$ 750,085	\$ 776,441	\$ 741,639	\$ 750,014	\$ 760,331	\$ 758,632	\$ 825,929	\$ 790,278	\$ 767,309	2.99 %
Reimbursed Expenses/Transfers	3,633	10,833	20,867	4,994	6,558	-	8,785	593	8,241	(92.80)%
All Other	15,812	18,263	38,838	18,946	18,796	20,067	17,069	16,114	22,743	(29.15)%
Subtotal	\$ 769,530	\$ 805,537	\$ 801,344	\$ 773,954	\$ 785,685	\$ 778,699	\$ 851,783	\$ 806,986	\$ 798,293	1.09 %
<i>w/o reimbursed</i>	\$ 765,897	\$ 794,704	\$ 780,477	\$ 768,960	\$ 779,127	\$ 778,699	\$ 842,998	\$ 806,392	\$ 790,052	2.07 %
Electric Revenue										
Sales and Charges	\$ 3,242,446	\$ 3,364,988	\$ 3,327,920	\$ 3,271,573	\$ 3,529,088	\$ 3,612,738	\$ 3,476,687	\$ 3,288,092	\$ 3,443,601	(4.52)%
Reimbursed Expenses/Transfers	31,978	20,127	29,036	72,708	4,356	23,347	328,666	162,507	91,623	77.37 %
All Other	184,181	166,144	225,757	293,640	261,531	312,138	277,610	264,974	274,135	(3.34)%
Subtotal	\$ 3,458,605	\$ 3,551,259	\$ 3,582,713	\$ 3,637,921	\$ 3,794,975	\$ 3,948,224	\$ 4,082,963	\$ 3,715,572	\$ 3,809,359	(2.46)%
<i>w/o reimbursed</i>	\$ 3,426,627	\$ 3,531,132	\$ 3,553,677	\$ 3,565,213	\$ 3,790,619	\$ 3,924,877	\$ 3,754,297	\$ 3,553,066	\$ 3,717,736	(4.43)%
Sewer Revenue										
Sales and Charges	\$ 545,612	\$ 796,993	\$ 772,247	\$ 778,941	\$ 775,883	\$ 771,765	\$ 748,972	\$ 825,379	\$ 769,562	7.25 %
Reimbursed Expenses/Transfers	2,366	2,182	1,043	3,060	339	-	-	6,053	888	581.34 %
All Other	-	-	-	400	700	350	-	-	290	(100.00)%
Subtotal	\$ 547,978	\$ 799,175	\$ 773,290	\$ 782,401	\$ 776,922	\$ 772,115	\$ 748,972	\$ 831,432	\$ 770,740	7.87 %
<i>w/o reimbursed</i>	\$ 545,612	\$ 796,993	\$ 772,247	\$ 779,341	\$ 776,583	\$ 772,115	\$ 748,972	\$ 825,379	\$ 769,852	7.21 %
TOTAL UTILITY REVENUE										
<i>w/o reimbursed</i>	\$ 4,776,113	\$ 5,155,971	\$ 5,157,347	\$ 5,194,276	\$ 5,357,582	\$ 5,499,037	\$ 5,683,718	\$ 5,353,990	\$ 5,378,392	(5.80)%
	\$ 4,738,136	\$ 5,122,829	\$ 5,106,401	\$ 5,113,514	\$ 5,346,329	\$ 5,475,690	\$ 5,346,268	\$ 5,184,837	\$ 5,277,640	(3.02)%

2013 ALL FUNDS SUMMARY

By Category of Expense

Preliminary Actuals

	Personnel	Contractual	Commodities	Capital Outlay	Debt Service	Transfers	Other Expenses	Total
1 General Operating	\$ 1,549,652	\$ 380,909	\$ 198,967	\$ 5,036	\$ -	\$ -	\$ 7,158	\$ 2,141,723
2 Water	156,877	138,647	222,725	26,584	-	104,827	126,154	775,814
3 Electric	425,184	2,188,951	111,263	58,551	-	488,000	462,313	3,734,261
4 Employee Benefit	636,173	296	-	-	-	24,000	-	660,469
5 Refuse	-	388,220	-	-	-	-	-	388,220
6 Library	-	1,655	5,197	26,591	-	-	-	33,443
7 Recreation	-	-	-	-	-	12,355	-	12,355
8 Rural Fire*	23,429	-	-	-	-	-	-	23,429
9 Industrial Promotion	-	7,692	12,000	-	-	-	42,742	62,434
10 Revolving Loan*	-	-	-	-	-	-	-	-
11 Special Parks & Recreation	103,658	48,396	66,916	26,343	-	-	1,872	247,186
12 Street Improvements	-	2,936	36,128	58,225	-	-	-	97,289
13 Bond & Interest	-	-	-	-	752,788	-	-	752,788
14 Public Safety Equipment	-	-	790	-	-	-	-	790
15 Fire Insurance Proceeds*	-	-	-	-	-	-	-	-
16 Sewer	95,561	65,485	42,031	-	-	477,000	102,413	782,490
17 Recreation Employee Benefit	-	-	-	-	-	1,457	-	1,457
18 Golf Course	122,101	32,680	68,370	10,700	21,371	-	6,733	261,955
20 Special 911 Revenue	-	-	-	-	-	-	-	-
22 Tourism	-	44,148	14,383	-	-	-	2,974	61,506
23 Evidence Liability Fund	-	-	-	-	-	-	-	-
24 CIP - General*	-	-	-	395,573	-	-	-	395,573
25 CIP - Street Project*	-	-	-	-	-	164,801	-	164,801
26 CIP - Sewer*	-	-	-	301,209	-	-	-	301,209
27 CIP - Grants*	-	-	-	329,995	-	-	-	329,995
50 Cafeteria 125*	-	4,556	-	-	-	-	32,808	37,364
51 Court ADSAP*	-	-	-	-	-	-	-	-
52 Court Bonds*	-	-	-	-	-	-	8,441	8,441
53 Forfeitures*	-	-	-	-	-	-	200	200
54 Old Stone Church*	-	-	-	-	-	-	-	-
55 Pay Pal*	-	-	-	-	-	-	-	-
TOTAL - ALL FUNDS	\$ 3,112,635	\$ 3,304,572	\$ 778,770	\$ 1,238,808	\$ 774,159	\$ 1,272,441	\$ 793,808	\$ 11,275,193

* - Non Budgeted Funds

2013 TRANSFERS

REVISED ESTIMATE		FROM						TOTAL
		Water	Electric	Recreation	Sewer	Rec EBF	CIP-Streets	
TO	General Operating Fund	41,000	136,000		39,000			216,000
	Electric Fund						160,970	160,970
	Employee Benefit Fund					2,419		2,419
	Special Parks & Recreation		175,000	13,456				188,456
	Street Improvement Fund		-				-	-
	Bond & Interest Fund	59,827			434,000		-	493,827
	Rural Fire Fund							-
	Golf Course Fund		45,000					45,000
	Tourism		12,000					12,000
	Capital Improvements - General		100,000				-	100,000
	CIP Grants (Library)		-					-
	TOTAL	100,827	468,000	13,456	473,000	2,419	160,970	1,218,672

PRELIMINARY ACTUAL		FROM						TOTAL
		Water	Electric	Recreation	Sewer	Rec EBF	CIP-Streets	
TO	General Operating Fund	41,000	84,750		39,000			164,750
	Electric Fund						164,801	164,801
	Employee Benefit Fund					1,457		1,457
	Special Parks & Recreation		175,000	12,355				187,355
	Street Improvement Fund						-	-
	Bond & Interest Fund	59,827			434,000		-	493,827
	Rural Fire Fund	4,000			4,000			8,000
	Golf Course Fund		98,250					98,250
	Tourism		12,000					12,000
	Capital Improvements - General		118,000				-	118,000
	CIP Grants (Library)							-
	TOTAL	104,827	488,000	12,355	477,000	1,457	164,801	1,248,441

CHANGE		FROM						TOTAL
		Water	Electric	Recreation	Sewer	Rec EBF	CIP-Streets	
TO	General Operating Fund	-	(51,250)	-	-	-	-	(51,250)
	Electric Fund	-		-	-	-	3,831	3,831
	Employee Benefit Fund	-	-	-	-	(962)	-	(962)
	Special Parks & Recreation	-	-	(1,101)	-	-	-	(1,101)
	Street Improvement Fund	-	-	-	-	-	-	-
	Bond & Interest Fund	-	-	-	-	-	-	-
	Rural Fire Fund	4,000	-	-	4,000	-	-	8,000
	Golf Course Fund	-	53,250	-	-	-	-	53,250
	Tourism	-	-	-	-	-	-	-
	Capital Improvements - General	-	18,000	-	-	-	-	18,000
	CIP Grants (Library)	-	-	-	-	-	-	-
	TOTAL	4,000	20,000	(1,101)	4,000	(962)	3,831	29,769

MILL LEVY SUMMARY

	2006	2007	2008	2009	2010	2011	2012	2013	Proposed 2014
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
General	17.266	18.914	21.421	19.672	22.721	19.318	22.365	25.375	24.096
Industrial	0.499	0.111	0.567	0.346	0.000	0.000	0.000	0.000	0.000
Bond & Interest Fund	6.482	6.481	4.577	6.628	5.699	8.529	10.945	10.449	10.995
Employee Benefits	18.201	19.721	18.846	18.751	20.309	20.899	19.923	22.433	24.845
Library	2.996	3.000	3.123	2.999	0.000	0.000	0.000	0.000	0.000
Recreation	3.995	3.999	4.163	3.999	4.001	4.000	4.000	0.000	0.000
Public Safety Equipment	0.499	0.492	0.000	0.307	0.000	0.000	0.000	0.000	0.000
Recreation Employee Benefit	0.000	0.500	0.521	0.500	0.500	0.500	0.501	0.000	0.000
Total	49.938	53.218	53.218	53.202	53.230	53.246	57.734	58.257	59.936
Mill Levy Change	0.028	3.280	-	(0.016)	0.028	0.016	4.488	0.523	1.679
<i>Absorbed Levy</i>					3.345			4.501	
Assessed Valuation	18,954,903	20,181,712	20,628,151	24,684,903	24,103,323	23,905,907	23,005,714	22,729,900	22,522,195
<i>% Increase/(Decrease)</i>		6.47%	2.21%	19.67%	-2.36%	-0.82%	-3.77%	-1.20%	-0.91%
Previous Years	1998	1999	2000	2001	2002	2003	2004	2005	
Total Mill Levy	43.288	45.811	44.452	43.15	43.212	44.969	50.005	49.91	

Fund #01
General Fund

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 PROPOSED
BEGINNING CASH BALANCE	\$ 25,728	\$ 30,824	\$ 37,971	\$ 111,385	\$ 111,385	\$ 132,793
REVENUES						
Property & Vehicle Taxes	\$ 501,209	\$ 547,203	\$ 609,924	\$ 595,365	\$ 601,532	\$ 589,985
Sales & Liquor Taxes	628,641	642,306	642,474	639,774	661,386	641,590
Grants	11,391	10,791	17,000	17,000	22,355	17,000
Franchise Fees	156,721	125,529	122,450	122,450	143,127	124,535
Admin. & Internal Fees	-	357,000	356,000	403,144	385,295	411,362
Licenses & Permits	36,554	27,016	34,580	24,980	33,275	28,300
Charges for Services	55,826	55,131	39,900	41,100	50,790	39,900
Fines & Fees	101,608	130,323	122,000	122,000	114,517	122,000
Interest	22,095	22,656	20,000	20,000	20,447	23,000
Transfers	824,511	263,963	191,000	216,000	164,750	219,000
Sale of Assets	1,750	6,025	1,000	8,000	4,600	1,000
Miscellaneous	53,616	22,515	28,250	24,250	35,287	22,250
TOTAL REVENUES	\$ 2,393,923	\$ 2,210,457	\$ 2,184,577	\$ 2,234,063	\$ 2,237,361	\$ 2,239,922
TOTAL RESOURCES AVAILABLE	\$ 2,419,651	\$ 2,241,281	\$ 2,222,549	\$ 2,345,447	\$ 2,348,745	\$ 2,372,715
EXPENSES						
By Program						
101 General Administration	\$ 528,084	\$ 554,617	\$ 574,627	\$ 608,315	\$ 579,369	\$ 650,953
102 Sports Complex	81,789	-	-	-	-	-
103 Police & Fire	934,374	876,039	906,282	912,510	911,699	923,434
104 John Brown Cabin	41,507	39,328	45,666	41,691	35,886	39,752
105 Streets & Alleys	284,437	235,595	237,559	256,986	256,472	255,808
106 Swimming Pool	38,954	38,006	18,146	17,700	7,054	17,870
107 Cemeteries	117,328	121,049	103,327	108,455	97,809	108,683
108 Lakes & Parks	8,110	186	-	-	-	-
109 Municipal Court Services	120,656	123,576	108,417	114,928	113,883	116,900
110 Levees & Stormwater	121,175	28,176	7,000	12,050	7,209	12,335
111 Library	112,413	113,324	140,136	140,019	132,343	141,979
TOTAL EXPENSES	\$ 2,388,827	\$ 2,129,896	\$ 2,141,161	\$ 2,212,655	\$ 2,141,723	\$ 2,267,715
Revenues Over Expenditures	\$ 5,096	\$ 80,561	\$ 43,417	\$ 21,408	\$ 95,638	\$ (27,792)
ENDING BALANCE	\$ 30,824	\$ 111,385	\$ 81,388	\$ 132,793	\$ 207,022	\$ 105,000
<i>as a percentage of expenses</i>	<i>1.3%</i>	<i>5.2%</i>	<i>3.8%</i>	<i>6.0%</i>	<i>9.7%</i>	<i>4.6%</i>

Fund 01 - GENERAL FUND
REVENUES

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 PROPOSED
5100 TAXES						
101 Ad Valorem Tax	\$ 432,233	\$ 477,203	\$ 543,902	\$ 534,383	\$ 537,005	\$ 516,859
102 Delinquent Ad Valorem Tax	17,886	23,241	16,000	12,960	13,559	16,000
Subtotal TAXES	\$ 450,119	\$ 500,444	\$ 559,902	\$ 547,343	\$ 550,564	\$ 532,859
5200 INTERGOVERNMENTAL						
201 City Sales Tax	\$ 241,692	\$ 245,948	\$ 243,892	\$ 245,892	\$ 254,261	\$ 246,331
202 County Sales Tax	307,604	310,121	310,684	315,684	323,558	316,821
203 City Comp Use Tax	75,716	83,658	84,354	28,054	35,203	28,054
204 County Comp Use Tax				46,600	44,954	46,600
205 Motor Vehicle Tax	50,360	45,790	49,081	47,081	50,310	55,936
206 Liquor Tax	3,630	2,580	3,544	3,544	3,409	3,784
215 RV Tax	731	696	692	692	657	803
216 16/20M Vechile Tax	-	273	249	249		387
220 Grant Receipts (Non-CDBG)	10,495	9,454	16,000	16,000	22,355	16,000
231 John Brown Cabin	897	1,337	1,000	1,000		1,000
Subtotal INTERGOVERNMENTAL	\$ 691,123	\$ 699,856	\$ 709,496	\$ 704,796	\$ 734,708	\$ 715,716
5300 FRANCHISE FEES						
301 Gas Company Franchise Fees	\$ 87,647	\$ 67,758	\$ 70,000	\$ 70,000	\$ 86,203	\$ 74,200
302 Cable TV Franchise Fees	35,085	27,253	21,150	21,150	20,500	19,035
303 Telephone Franchise Fees	29,596	28,424	29,500	29,500	34,325	29,500
304 Electric Franchise Fees	4,394	2,093	1,800	1,800	2,100	1,800
Subtotal FRANCHISE FEES	\$ 156,721	\$ 125,529	\$ 122,450	\$ 122,450	\$ 143,127	\$ 124,535
5400 LICENSES AND PERMITS						
401 CMB & Liquor Licenses	\$ 2,025	\$ 2,150	\$ 2,100	\$ 2,100	\$ 2,375	\$ 2,100
402 Animal Licenses	736	706	700	700	624	700
403 Building & Zoning Permits	24,202	16,946	22,880	15,080	23,056	18,000
404 Camping & Boating Permits	1,322	585	1,200	200	440	-
405 Micellaneous Permits	4,240	3,180	3,500	3,500	3,450	3,500
406 Contractors Licenses	4,030	3,450	4,200	3,400	3,330	4,000
Subtotal LICENSES AND PERMITS	\$ 36,554	\$ 27,016	\$ 34,580	\$ 24,980	\$ 33,275	\$ 28,300
5500 CHARGES FOR SERVICES						
501 Sale of Cemetery Lots	\$ 5,340	\$ 14,435	\$ 5,000	\$ 6,200	\$ 7,470	\$ 5,000
502 Cemetery Charges	35,625	24,395	25,000	25,000	25,695	25,000
503 Auditorium Rent	3,445	3,340	3,400	3,400	4,235	3,400
504 Memorial Hall Rent	4,650	4,085	4,000	4,000	3,925	4,000
506 Swimming Pool Fees	4,340	-	-	-	213	-
520 Animal Control Charges	2,426	8,876	2,500	2,500	7,952	2,500
533 Drug Screening					1,300	
Subtotal CHARGES FOR SERVICES	\$ 55,826	\$ 55,131	\$ 39,900	\$ 41,100	\$ 50,790	\$ 39,900
5600 FINES AND FEES						
601 Police Fines & Fees	\$ 98,824	\$ 127,389	\$ 120,000	\$ 120,000	\$ 112,782	\$ 120,000
602 Pet Adoption Fees	-	-			989	
603 Library Fines & Fees	2,784	2,934	2,000	2,000	746	2,000
Subtotal FINES AND FEES	\$ 101,608	\$ 130,323	\$ 122,000	\$ 122,000	\$ 114,517	\$ 122,000
5700 INTEREST ON INVESTMENTS						
701 Interest	\$ 22,095	\$ 22,656	\$ 20,000	\$ 20,000	\$ 20,447	\$ 23,000
5800 MISCELLANEOUS						
801 Miscellaneous	\$ 6,982	\$ 14,817	\$ 10,000	\$ 12,000	\$ 19,195	\$ 10,000
802 Reimbursed Expense	46,394	7,698	18,000	12,000	15,812	12,000
803 Council Scholarship	240	-	250	250	280	250
830 Transfer In from Electric	743,800	186,000	113,000	136,000	84,750	137,000
831 Transer In from Sewer	77,900	39,000	39,000	39,000	39,000	39,000
833 Transfer In from Water	-	38,000	39,000	41,000	41,000	43,000
839 Transfer in from Library	2,811	963	-	-		-
Reimb - Utility Billing Admin	-	312,000	311,000	358,144	338,144	366,362
Reimb - Mechanic/Repair Fee	-	45,000	45,000	45,000	47,151	45,000
Subtotal MISCELLANEOUS	\$ 878,127	\$ 643,478	\$ 575,250	\$ 643,394	\$ 585,332	\$ 652,612
5900 SALE OF FIXED ASSETS						
901 Sale of Fixed Assets	\$ 1,750	\$ 6,025	\$ 1,000	\$ 8,000	\$ 4,600	\$ 1,000
TOTAL GENERAL FUND RECEIPTS	\$ 2,393,923	\$ 2,210,457	\$ 2,184,577	\$ 2,234,063	\$ 2,237,361	\$ 2,239,922

Fund # 02
Water

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ (2,047)	\$ 43,575	\$ 34,611	\$ 176,093	\$ 176,093	\$ 193,611
REVENUE						
510 Sales and Charges	\$ 741,505	\$ 805,842	\$ 785,995	\$ 630,189	\$ 539,336	\$ 630,621
511 Wholesale Water				210,432	236,647	210,000
512 Bulk Water Sales	17,128	20,087	16,000	16,000	14,295	17,000
513 New Utility Services	800	1,500	1,000	1,000		1,000
Other Charges	3,286					
801 Miscellaneous Revenue	76	551	1,000	1,000	1,200	1,000
802 Reimbursed Expense	-	8,785	4,000	4,000	593	4,000
808 Water Protection Tax	4,313	3,426	3,537	2,836	3,322	3,555
813 Tower Lease	11,592	11,592	11,592	11,592	11,592	11,592
852 Loan Proceeds	-					
901 Sale of Fixed Assets	-					
TOTAL REVENUE	\$ 778,699	\$ 851,783	\$ 823,124	\$ 877,049	\$ 806,986	\$ 878,768
TOTAL RESOURCES AVAILABLE	\$ 776,652	\$ 895,358	\$ 857,735	\$ 1,053,142	\$ 983,078	\$ 1,072,379
EXPENSES						
Personnel						
Salaries	\$ 177,303	\$ 137,261	\$ 114,111	128,959	132,390	\$ 139,438
Health Insurance	32,581	19,236	22,515	24,545	24,545	29,232
All Other Benefits	35,755	27,352	23,735	26,595	24,487	29,488
Subtotal	245,639	183,849	160,362	180,099	181,421	198,159
Operating Expenses						
Utilities	81,483	85,849	91,003	91,003	83,238	94,171
Treatment Chemicals	138,701	137,076	165,209	145,150	163,855	148,050
Professional Services	12,481	3,649	12,250	12,250	3,791	12,750
Machine Parts & Supplies	19,320	12,124	15,000	15,000	14,361	16,500
State Taxes & Fees	37,603	40,151	41,985	41,985	14,263	44,237
All Other Expenses	98,055	81,441	102,961	108,871	96,128	112,458
Subtotal	387,642	360,290	428,408	414,259	375,635	428,167
Capital Outlay	34,813	-	50,000	77,000	26,584	85,000
Debt Service	64,983	59,726	59,827	59,827	59,827	59,827
Transfers	-	38,000	39,000	41,000	45,000	43,000
Overhead Fees	-	77,400	77,200	87,346	87,346	89,314
TOTAL EXPENSES	\$ 733,076	\$ 719,266	\$ 814,796	\$ 859,531	\$ 775,814	\$ 903,467
Revenues Over Expenditures	\$ 45,623	\$ 132,517	\$ 8,327	\$ 17,518	\$ 31,172	\$ (24,699)
ENDING BALANCE	\$ 43,575	\$ 176,093	\$ 42,938	\$ 193,611	\$ 207,265	\$ 168,912
<i>as a percentage of expenses</i>	<i>5.9%</i>	<i>24.5%</i>	<i>5.3%</i>	<i>22.5%</i>	<i>26.7%</i>	<i>18.7%</i>

Fund # 03
Electric

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 852,395	\$ 216,891	\$ 496,355	\$ 443,556	\$ 443,556	\$ 483,203
REVENUE						
Sales and Charges	\$ 3,612,738	\$ 3,476,687	\$ 3,769,722	\$ 3,570,686	\$ 3,288,092	\$ 3,754,871
Penalties and Fees	93,430	90,238	87,250	86,750	92,236	86,750
Utility Deposits	53,450	58,500	50,000	50,000	55,998	50,000
Sales Taxes Collected	113,888	109,636	117,175	109,852	105,189	114,826
Transfers In/Loan Reimb	22,000	291,162	-	160,970	160,970	-
Miscellaneous	52,716	56,740	14,000	14,000	13,087	14,000
TOTAL REVENUE	\$3,948,224	\$4,082,963	\$4,038,147	\$3,992,258	\$ 3,715,572	\$4,020,446
TOTAL RESOURCES AVAILABLE	\$4,800,618	\$4,299,853	\$4,534,503	\$4,435,813	\$ 4,159,128	\$4,503,649
EXPENSES						
Personnel						
Salaries	\$ 305,063	\$ 335,245	\$ 343,199	\$ 368,355	\$ 357,394	\$ 399,037
Health Insurance	21,279	31,187	53,348	43,381	43,381	49,254
All Other Benefits	65,635	64,783	70,703	73,549	67,790	81,052
Subtotal	391,978	431,215	467,249	485,286	468,565	529,343
Operating Expenses						
Purchased Power/Trans/Fuel	2,061,424	1,944,704	2,226,439	2,088,447	2,039,191	2,154,909
Insurance	72,910	75,958	80,522	63,000	61,630	60,060
Professional Services	39,886	16,245	35,000	35,000	19,527	37,000
Bldg & Mach Parts & Supplies	94,023	63,975	81,950	81,950	71,093	91,950
Motor Fuel	20,770	16,406	20,000	10,000	7,730	10,800
State & Local Taxes	131,481	125,583	127,352	127,352	122,340	125,149
Deposit Refunds/Interest	52,955	62,426	51,000	51,000	55,988	51,000
Other Expenses	137,694	72,787	132,408	152,973	101,043	145,544
Subtotal	2,611,142	2,378,083	2,754,671	2,609,722	2,478,543	2,676,412
Capital Expenses						
Poles/Transformers/Wire	39,407	32,366	60,000	60,000	40,995	60,000
Vehicles/Equipment	161,122	-	-	1,500	7,195	-
All Other	14,647	309,434	78,000	67,500	30,361	142,500
Subtotal	215,176	341,800	138,000	129,000	78,551	202,500
Debt Service	-	-	-	-	-	-
Transfers/Other Assistance	913,300	503,000	456,000	498,000	498,000	499,000
Loan for Street Project	452,132	-	-	-	-	-
Overhead Fees	-	202,200	201,600	230,603	210,603	235,859
TOTAL EXPENSES	\$4,583,727	\$3,856,298	\$4,017,520	\$3,952,611	\$ 3,734,261	\$4,143,114
Revenues Over Expenditures	\$ (635,504)	\$ 226,665	\$ 20,627	\$ 39,647	\$ (18,689)	\$ (122,667)
Less Transfers	707,928	438,503	476,627	537,647	479,311	376,333
ENDING BALANCE	\$ 216,891	\$ 443,556	\$ 516,982	\$ 483,203	\$ 424,866	\$ 360,536
<i>as a percentage of expenses</i>	<i>4.7%</i>	<i>11.5%</i>	<i>12.9%</i>	<i>12.2%</i>	<i>11.4%</i>	<i>8.7%</i>

Fund # 04
Employee Benefits

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 1,000	\$ 28,832	\$ 55,042	\$ 52,082	\$ 52,082	\$ 29,072
REVENUE						
101 Ad Valorem Tax	\$ 467,468	\$ 424,863	\$ 480,838	\$ 472,423	\$ 473,691	\$ 532,922
102 Delinquent Tax	16,611	22,489	16,000	16,000	12,531	14,173
205 Motor Vehicle Tax	45,617	47,281	43,723	43,723	47,063	49,451
215 Recreational Vehicle Tax	658	736	616	616	595	710
216 16 / 20 M Vehicle Tax	-	244	221	221	-	385
802 Reimbursed Expense	-	4,400	-	-	10,579	-
Reimb Health Ins - Elec		15,268	53,348	43,381	43,381	49,254
Reimb Health Ins - Water		10,478	22,515	24,545	24,545	29,232
Reimb Health Ins - Sewer		6,837	14,739	15,067	15,067	19,061
830 Transfer from Electric (General)	45,000	55,000	-	-	-	-
Transfer from Rec Emp Ben Fund	-	12,653	2,419	2,419	2,419	80
TOTAL REVENUE	\$ 575,353	\$ 600,249	\$ 634,419	\$ 618,395	\$ 629,872	\$ 695,268
TOTAL RESOURCES AVAILABLE	\$ 576,353	\$ 629,081	\$ 689,460	\$ 670,477	\$ 681,954	\$ 724,339
EXPENSES						
By Object						
103 FICA	\$ 134,895	\$ 129,545	\$ 136,796	\$ 137,801	\$ 129,418	\$ 140,802
104 KPERS	122,850	125,530	126,960	135,908	131,130	141,537
105 Health Insurance	235,306	244,165	293,419	287,471	332,306	328,530
106 Workers' Compensation	45,597	46,622	47,593	42,704	41,541	46,851
107 Unemployment Insurance	8,528	2,956	8,788	2,522	1,778	13,252
204 Insurance					296	
206 Professional Services	-	692				
220 Other Contractual	345					
710 Cash Basis Reserve	-					15,000
Reimbursement to 125/HRA		27,488	52,196	35,000	24,000	20,000
TOTAL EXPENSES	\$ 547,521	\$ 576,998	\$ 665,752	\$ 641,406	\$ 660,469	\$ 705,973
Revenues Over Expenditures	\$ 27,832	\$ 23,251	\$ (31,333)	\$ (23,011)	\$ (30,598)	\$ (10,705)
ENDING BALANCE	\$ 28,832	\$ 52,082	\$ 23,708	\$ 29,072	\$ 21,484	\$ 18,366
<i>as a percentage of expenses</i>	<i>5.3%</i>	<i>9.0%</i>	<i>3.6%</i>	<i>4.5%</i>	<i>3.3%</i>	<i>2.6%</i>

Fund # 08
Osawatomie Rural Fire Department

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ -	\$ 3,387	\$ 3,387	\$ 763	\$ 763	\$ 763
REVENUE						
802 Reimbursed Expense	\$ 45,400	\$ 34,964	\$ 43,720	\$ 43,720	\$ 19,603	\$ 43,720
Transfer In from Water					4,000	
Transfer In from Sewer					4,000	
TOTAL REVENUE	\$ 45,400	\$ 34,964	\$ 43,720	\$ 43,720	\$ 27,603	\$ 43,720
TOTAL RESOURCES AVAILABLE	\$ 45,400	\$ 38,351	\$ 47,107	\$ 44,483	\$ 28,366	\$ 44,483
EXPENSES						
By Object						
101 Salaries	\$ 38,784	\$ 34,712	\$ 40,000	\$ 40,000	\$ 21,400	\$ 40,000
102 Overtime	-	-				
103 FICA	2,645	2,143	3,040	3,040	1,623	3,040
104 KPERS	585	733	680	680	406	680
TOTAL EXPENSES	\$ 42,013	\$ 37,588	\$ 43,720	\$ 43,720	\$ 23,429	\$ 43,720
Revenues Over Expenditures	\$ 3,387	\$ (2,624)	\$ -	\$ -	\$ 4,174	\$ -
ENDING BALANCE	\$ 3,387	\$ 763	\$ 3,387	\$ 763	\$ 4,936	\$ 763

Fund # 09
Industrial

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 45,540	\$ 48,169	\$ 52,669	\$ 61,237	\$ 61,237	\$ 27,937
REVENUE						
101 Ad Valorem Tax	\$ 5	\$ (6)	\$ -	\$ -	\$ -	\$ -
102 Delinquent Tax	157	132			12	
205 Motor Vehicle Tax	179					
215 Recreational Vehicle Tax	1					
801 Miscellaneous (Land Lease)	18,184	21,715	16,000	24,000	24,306	18,000
802 Reimbursed Expense						5,600
811 Lease Payment (JTC Oil)		2,600		12,000	12,000	12,000
TOTAL REVENUE	\$ 18,526	\$ 24,441	\$ 16,000	\$ 36,000	\$ 36,318	\$ 35,600
TOTAL RESOURCES AVAILABLE	\$ 64,066	\$ 72,611	\$ 68,669	\$ 97,237	\$ 97,556	\$ 63,537
EXPENSES						
By Object						
204 Insurance	\$ -	\$ -	\$ -	\$ 1,300	\$ 1,269	\$ 1,785
206 Professional Services	1,933	5,243	20,000	10,000	1,878	10,000
208 Printing and Advertising					3,327	
220 Other Contractual Services	12,159	3,530	20,000	5,000	1,218	15,000
320 Other Commodities	1,805	-	1,500	-		24,000
Zoysia for Golf Course	-	-	-	41,000	42,742	-
711 Lease Payments to the State	-	2,600		12,000	12,000	12,000
TOTAL EXPENSES	\$ 15,896	\$ 11,373	\$ 41,500	\$ 69,300	\$ 62,434	\$ 62,785
Revenues Over Expenditures	\$ 2,630	\$ 13,068	\$ (25,500)	\$ (33,300)	\$ (26,116)	\$ (27,185)
ENDING BALANCE	\$ 48,169	\$ 61,237	\$ 27,169	\$ 27,937	\$ 35,121	\$ 752

Fund # 11
Special Parks & Recreation

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 9,296	\$ 12,692	\$ 39,890	\$ 91,073	\$ 91,073	\$ 69,670
REVENUE						
206 Liquor Tax	\$ 3,630	\$ 2,580	\$ 3,544	\$ 3,544	\$ 3,409	\$ 3,784
580 Registration Fees		39,203	24,000	30,000	27,138	30,000
581 Tournament Registrations		460			-	
582 Tournament Gate		1,828		1,500	2,941	1,500
583 Concessions		16,960	15,000	17,000	13,625	17,000
584 Sponsorship Fees		3,156	6,000	3,000	1,375	3,000
883 Donations		75				
801 Miscellaneous		51,842	5,000	5,000	9,644	5,000
802 Reimbursed Expense		1,154	-	-	4,308	-
825 Transfer from Recreation Fund	-	101,066	13,456	13,456	12,355	783
Transfer from Electric Fund		90,000	175,000	175,000	175,000	175,000
TOTAL REVENUE	\$ 3,630	\$ 308,323	\$ 242,000	\$ 248,500	\$ 249,794	\$ 236,067
TOTAL RESOURCES AVAILABLE	\$ 12,926	\$ 321,016	\$ 281,890	\$ 339,573	\$ 340,867	\$ 305,737
EXPENSES						
By Object						
Facilities						
Salaries & Wages	\$ -	\$ 57,526	\$ 55,649	\$ 62,479	\$ 55,797	\$ 64,384
Contractual Services	142	29,941	24,450	27,300	24,825	26,536
Commodities	92	21,610	30,350	28,850	38,813	30,350
Capital Outlay	-	9,999	17,000	31,345	26,343	24,500
Subtotal - Facilities	\$ 233	\$ 119,076	\$ 127,449	\$ 149,974	\$ 145,778	\$ 145,770
Recreation Programs						
Salaries & Wages	\$ -	\$ 43,080	\$ 52,354	\$ 52,354	\$ 47,861	\$ 53,459
Contractual Services	-	35,076	26,200	30,185	23,571	19,685
Commodities	-	29,963	33,000	35,800	28,103	35,300
Capital Outlay	-	-	-	-	-	-
Other Expenses	-	2,749	1,275	1,589	1,872	1,552
Subtotal - Rec Programs	\$ -	\$ 110,867	\$ 112,829	\$ 119,929	\$ 101,408	\$ 109,996
TOTAL EXPENSES	\$ 233	\$ 229,943	\$ 240,278	\$ 269,903	\$ 247,186	\$ 255,766
Revenues Over Expenditures	\$ 3,397	\$ 78,380	\$ 1,721	\$ (21,403)	\$ 2,608	\$ (19,699)
ENDING BALANCE	\$ 12,692	\$ 91,073	\$ 41,611	\$ 69,670	\$ 93,681	\$ 49,970
<i>as a percentage of expenses</i>	<i>5438.1%</i>	<i>39.6%</i>	<i>17.3%</i>	<i>25.8%</i>	<i>37.9%</i>	<i>19.5%</i>

Fund # 12
Street Improvement

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 1,000	\$ 4,662	\$ 79,008	\$ 99,272	\$ 99,272	\$ 93,952
REVENUE						
210 Gasoline Tax	\$ 117,273	\$ 115,076	\$ 115,740	\$ 111,580	\$ 111,162	\$ 115,590
211 County Connecting Links	5,100	5,100	5,100	5,100	5,100	5,100
803 Transfer from Electric	17,000	-	-	-	-	-
Reimb from CIP-Streets		65,786			3,831	
TOTAL REVENUE	\$ 139,373	\$ 185,962	\$ 120,840	\$ 116,680	\$ 120,094	\$ 120,690
TOTAL RESOURCES AVAILABLE	\$ 140,373	\$ 190,624	\$ 199,848	\$ 215,952	\$ 219,365	\$ 214,642
EXPENSES						
By Object						
Contractual Services	\$ 46,017	\$ 8,134	\$ -	\$ -	\$ 2,936	\$ -
Machine Parts	10,367	11,852	15,000	5,000	-	5,000
Street Materials	50,958	53,437	55,000	55,000	1,089	55,000
Fuel	10,125	17,930	17,000	-	-	-
Other Commodities	737	-	2,000	2,000	35,039	2,000
Equipment	-	-	-	-	-	30,000
Chip/Seal	-	-	40,000	60,000	58,225	70,000
Other Capital Outlay	17,506	-	-	-	-	20,000
TOTAL EXPENSES	\$ 135,711	\$ 91,353	\$ 129,000	\$ 122,000	\$ 97,289	\$ 182,000
Revenues Over Expenditures	\$ 3,662	\$ 94,609	\$ (8,160)	\$ (5,320)	\$ 22,805	\$ (61,310)
ENDING BALANCE	\$ 4,662	\$ 99,272	\$ 70,848	\$ 93,952	\$ 122,076	\$ 32,642
<i>as a percentage of expenses</i>	<i>3.4%</i>	<i>108.7%</i>	<i>54.9%</i>	<i>77.0%</i>	<i>125.5%</i>	<i>17.9%</i>

Fund # 13
Bond & Interest

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 64,375	\$ 61,002	\$ 98,901	\$ 96,892	\$ 96,892	\$ 87,787
REVENUE						
101 Ad Valorem Tax	\$ 190,698	\$ 233,685	\$ 223,972	\$ 220,052	\$ 220,616	\$ 235,837
102 Delinquent Tax	5,110	8,016	5,500	5,325	5,693	6,500
205 Motor Vehicle Tax	13,507	17,928	24,019	24,019	24,058	23,034
215 Recreational Vehicle Tax	190	290	339	339	319	331
216 16/20M Vehicle Tax			121	121		179
826 Transfer from CIP-Streets		5,000				
831 Transfer In from Sewer	-	310,000	434,000	434,000	434,000	435,000
833 Transfer In from Water		27,235	59,827	59,827	59,827	59,827
TOTAL REVENUE	\$ 209,504	\$ 602,154	\$ 747,778	\$ 743,683	\$ 744,512	\$ 760,708
TOTAL RESOURCES AVAILABLE	\$ 273,879	\$ 663,155	\$ 846,680	\$ 840,575	\$ 841,404	\$ 848,495
EXPENSES						
By Object						
221 Neighborhood Revitalization	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ 10,000
Police Station Debt						45,000
501 Bond Principal	136,000	282,000	444,000	444,000	444,000	457,000
502 Bond Interest	276,878	284,263	308,788	308,788	308,788	296,495
TOTAL EXPENSES	\$ 412,878	\$ 566,263	\$ 812,788	\$ 752,788	\$ 752,788	\$ 808,495
Revenues Over Expenditures	\$ (203,374)	\$ 35,890	\$ (65,009)	\$ (9,105)	\$ (8,275)	\$ (47,787)
ENDING BALANCE	\$ (138,998)	\$ 96,892	\$ 33,892	\$ 87,787	\$ 88,617	\$ 40,000
<i>as a percentage of expenses</i>	<i>-33.7%</i>	<i>17.1%</i>	<i>4.2%</i>	<i>11.7%</i>	<i>11.8%</i>	<i>4.9%</i>

Fund # 16
Sewer

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 428,138	\$ 361,440	\$ 289,400	\$ 335,552	\$ 335,552	\$ 276,870
REVENUE						
510 Sales/Charges	\$ 771,765	\$ 748,972	\$ 775,624	\$ 775,624	\$ 825,379	\$ 775,624
513 New Utility Services	350	-	500	500		500
802 Reimbursed Expense					6,053	
TOTAL REVENUE	\$ 772,115	\$ 748,972	\$ 776,124	\$ 776,124	\$ 831,432	\$ 776,124
TOTAL RESOURCES AVAILABLE	\$1,200,253	\$1,110,413	\$1,065,524	\$1,111,675	\$1,166,984	\$1,052,993
EXPENSES						
By Object						
Salaries & Wages	\$ 114,949	\$ 107,078	\$ 112,449	\$ 112,360	\$ 110,628	\$ 130,266
Utilities	35,475	33,363	35,000	35,000	32,187	40,000
Insurance	8,093	4,667	4,000	24,500	24,462	33,000
Prof Services & Contract Maint	11,752	32,067	30,000	22,500	3,096	30,000
Chemicals	9,566	13,801	18,000	13,000	7,054	13,000
Parts & Supplies	25,489	18,013	27,500	25,000	27,415	25,000
All Other Capital Outlay	88,161	-	25,000	30,000	-	25,000
Debt Service	450,713	435,357	454,000	434,000	434,000	435,000
New Sewer Loan (interest only)	-	-	-	-	-	20,200
Transfers	77,900	39,000	39,000	39,000	43,000	39,000
Overhead Fees	-	77,400	77,200	87,346	87,346	89,314
All Other Expenses	16,716	14,115	14,100	12,100	13,303	14,100
TOTAL EXPENSES	\$ 838,813	\$ 774,861	\$ 836,249	\$ 834,806	\$ 782,490	\$ 893,880
Revenues Over Expenditures	\$ (66,698)	\$ (25,889)	\$ (60,126)	\$ (58,682)	\$ 48,942	\$ (117,757)
ENDING BALANCE	\$ 361,440	\$ 335,552	\$ 229,274	\$ 276,870	\$ 384,494	\$ 159,113
<i>as a percentage of expenses</i>	<i>43.1%</i>	<i>43.3%</i>	<i>27.4%</i>	<i>33.2%</i>	<i>49.1%</i>	<i>17.8%</i>

Fund # 18
Osawatomie Golf Course

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ (33)	\$ 3,328	\$ 12,069	\$ 4,804	\$ 4,804	\$ 42,348
REVENUE						
Greens & Range Fees	\$ 57,653	\$ 57,133	\$ 59,600	\$ 58,684	\$ 56,859	\$ 58,684
Member Fees	83,138	70,046	78,383	72,993	47,977	78,728
Cart Related Fees	36,409	23,488	39,700	25,618	44,468	25,618
Food & Beverage	37,558	39,338	37,000	42,877	23,138	42,877
Miscellaneous	2,684	21,189	2,500	9,700	12,672	9,700
Transfer from Electric	65,000	45,000	30,000	45,000	98,250	45,000
Loans from Other Funds	-	-	-	41,000	-	-
TOTAL REVENUE	\$ 282,442	\$ 256,194	\$ 247,183	\$ 295,872	\$ 283,364	\$ 260,607
<i>Less Transfers and Loans</i>	<i>217,442</i>	<i>211,194</i>	<i>217,183</i>	<i>209,872</i>	<i>185,114</i>	<i>215,607</i>
TOTAL RESOURCES AVAILABLE	\$ 282,409	\$ 259,522	\$ 259,252	\$ 300,675	\$ 288,167	\$ 302,955
EXPENSES						
By Object						
Salaries & Wages	\$ 140,264	\$ 120,680	\$ 127,348	\$ 121,453	\$ 122,101	\$ 122,585
Utilities	15,649	15,998	17,253	17,253	13,328	18,116
Rentals	5,068	5,292	5,250	5,250	5,000	5,250
Chemicals/Seed/Fertilizer	14,583	14,970	17,510	15,000	15,305	14,000
Fuels	13,308	12,675	9,785	13,000	15,707	13,000
Food & Beverage	21,025	20,169	20,000	20,000	18,556	20,000
Construction Equipment	2,817	-	-	-	200	-
Debt Service	45,832	28,188	19,693	17,312	21,371	22,772
All Other Expenditures	20,533	36,746	32,250	49,059	50,388	39,400
TOTAL EXPENSES	\$ 279,081	\$ 254,718	\$ 249,090	\$ 258,327	\$ 261,955	\$ 255,123
Revenues Over Expenditures	\$ 3,361	\$ 1,475	\$ (1,907)	\$ 37,544	\$ 21,408	\$ 5,484
<i>Less Transfers and Loans</i>	<i>(61,639)</i>	<i>(43,525)</i>	<i>(31,907)</i>	<i>(48,456)</i>	<i>(76,842)</i>	<i>(39,516)</i>
ENDING BALANCE	\$ 3,328	\$ 4,804	\$ 10,162	\$ 42,348	\$ 26,212	\$ 47,832
<i>as a percentage of expenses</i>	<i>1.2%</i>	<i>1.9%</i>	<i>4.1%</i>	<i>16.4%</i>	<i>10.0%</i>	<i>18.7%</i>

Fund # 24

Capital Improvements - General

	<u>2011 ACTUAL</u>	<u>2012 ACTUAL</u>	<u>2013 APPROVED</u>	<u>2013 REVISED</u>	<u>2013 Prelim ACTUAL</u>	<u>2014 BUDGET</u>
BEGINNING CASH BALANCE	\$ 1,075	\$ 3,790	\$ 7,455	\$ 357,727	\$ 357,727	\$ 39,285
REVENUE						
801 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 326	\$ -
830 Transfer In from Electric Fund	27,500	380,000	85,000	100,000	118,000	100,000
901 Sale of Fixed Assets						
Sweeper Loan					95,000	
Grant Receipts (Non-CDBG)				35,000		30,000
Reimbursed Expenses		12,164			35,000	
TOTAL REVENUE	\$ 27,500	\$ 392,164	\$ 85,000	\$ 135,000	\$ 248,326	\$ 130,000
TOTAL RESOURCES AVAILABLE	\$ 28,575	\$ 395,955	\$ 92,455	\$ 492,727	\$ 606,053	\$ 169,285
EXPENSES						
By Object						
206 Professional Services	\$ 12,164	\$ -	\$ -	\$ 25,000	\$ -	\$ -
401 Building & Fixed Equipment	12,620	5,408			3,023	
402 Improvements Other Than Buildings		4,060				
404 Vehicles		21,450	30,000	27,000	27,000	30,000
407 Other Equipment		-	10,000	10,000		10,000
Pool Planning		4,670	15,000	-		
Mold Abatement/Repairs		2,640		25,000	16,752	
Old Stone Church Window/Weather Protection		-	4,200	15,000		
Library Settlement Repair			20,000	35,000	35,000	
New Hoses/Nozzles/Valves for 1969 fire truck			11,768	11,768		
Sports Complex Playground			-	41,674	43,007	
New Section in Cemetery		-		3,000	2,136	
RICE Catalytic Converters		-		260,000	242,036	
Relay Switches at the Power Plant					13,478	
LMI Survey					13,142	
Sports Complex Buildings				-		105,000
TOTAL EXPENSES	\$ 24,784	\$ 38,228	\$ 90,968	\$ 453,442	\$ 395,573	\$ 145,000
ENDING BALANCE	\$ 3,790	\$ 357,727	\$ 1,487	\$ 39,285	\$ 210,479	\$ 24,285

Fund # 50
Cafeteria 125

	2011 ACTUAL	2012 ACTUAL	2013 APPROVED	2013 REVISED	2013 Prelim ACTUAL	2014 BUDGET
BEGINNING CASH BALANCE	\$ 137	\$ 138	\$ 4,637	\$ 4,926	\$ 4,926	\$ 13,926
REVENUE						
125 Contributions	\$ 1,863	\$ 13,346	\$ 27,000	\$ 25,000	\$ 22,537	\$ 30,000
Reimb from EBF/HRA Contrib		27,488	52,196	35,000	24,000	20,000
TOTAL REVENUE	\$ 1,863	\$ 40,834	\$ 79,196	\$ 60,000	\$ 46,537	\$ 50,000
TOTAL RESOURCES AVAILABLE	\$ 2,000	\$ 40,972	\$ 83,833	\$ 64,926	\$ 51,462	\$ 63,926
EXPENSES						
By Object						
125 Disbursements	\$ 1,862	\$ 17,557	\$ 27,000	\$ 25,000	\$ 25,336	\$ 30,000
HRA Payments		16,000	30,000	20,000	7,472	20,000
Admin Fee		2,489	5,976	6,000	4,556	6,000
TOTAL EXPENSES	\$ 1,862	\$ 36,046	\$ 62,976	\$ 51,000	\$ 37,364	\$ 56,000
ENDING BALANCE	\$ 138	\$ 4,926	\$ 20,857	\$ 13,926	\$ 14,099	\$ 7,926



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 13, 2014

AGENDA ITEM: Appropriations Resolution

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Over the past year, you will have noticed the change in how we process our payments. We provide you with a list at the end of each month and we are making payments on a weekly basis. I discussed this at the end of 2012 or at the beginning of 2013 with you and with no objection we proceeded to implement this change.

This is standard practice for modern municipal organizations. Manger operated cities base their ability to do so on KSA 12-1011 which says the administration of the city's business shall be in the hands of the manager. Our City Code reads essentially the same in 1-308 where makes the City Manager responsible for administration of all affairs of the City. This authority is only regulated by our financial policies which state that the "City Council must approve all expenses above \$10,000 and all purchases requiring transfers of budget between funds or from contingency funds." It should be noted, that there is a statute (KSA 12-105b) which states that all claims must be presented to the governing body with some conflicting provisions on the requirement to be "approved" by the governing body.

Therefore, I am recommending your consideration of the attached annual resolution which will explicitly say that the City Council is appropriating the money that was budgeted for expenditure in 2014 and that the City Manager can pay payroll and claims based upon that budget. We have been following this practice for most of 2013 and it has proven to reduce wait time for local vendors, made payment processing less confusing, and also reduced our payments out of petty cash. I think these are major improvements in our business processing. I had intended to have you pass this resolution last year and it slipped between the cracks.

We will continue to provide you with a list of the appropriation ordinance for each month, so you can continue to track payments and provide transparency of our expenditures. Also, based

on our finance policies, I will still bring you any purchases over \$10,000 (except for commodities related to utility production.)

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE APPROPRIATION, BY FUND, OF THE BUDGET OF THE CITY OF OSAWATOMIE FOR THE YEAR BEGINNING JANUARY 1, 2014; AND APPROPRIATING MONEY FROM THE VARIOUS FUNDS TO PAY PAYROLLS AND CLAIMS AGAINST THE CITY OF OSAWATOMIE FOR THE CALENDAR YEAR 2014.

WHEREAS, on August 22, 2013, the City of Osawatomie, Kansas approved the annual budget as shown on official State of Kansas budget forms and subject to notice of hearing and public hearing was approved, adopted and appropriated, by fund as the maximum amounts to be expended for the year starting January 1, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas:

SECTION ONE. That the 2014 budget of the City of Osawatomie, as adopted, shall constitute an appropriation of the money so budgeted, and the City Manager shall be authorized to adjust all salaries, including exempt positions, to pay payrolls and claims as provided in said budget of the City of Osawatomie; provided that all such payments made shall be deducted from the accounts so appropriated and that the total of payment made shall not exceed the amount appropriated.

SECTION TWO. That the City Manager shall establish regulations as to the manner of payment of the periodic dates on which payrolls and claims shall be paid, provided, that all employees of the City of Osawatomie shall be paid biweekly and no payroll or claim shall be paid until it has been approved by the City Manager and the City Clerk.

SECTION THREE. That the payment of payrolls and claims shall be by warrant checks as provided by law and such warrant checks shall be signed by two of the following; the City Manager, the City Clerk, or the City's accountant. All such warrant checks issued in payment of payrolls and claims shall be delivered to the officers, employees, agents, vendors and other claimants of the City by the City Clerk and that it shall be his/her duty to maintain a record of all warrant checks so delivered.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 13th day of February, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Don Cawby, City Manager
Re: **Projects & Issues Update**
Date: February 13, 2014

Projects

Rail-banking for Trail. We sent a request for extension on the rail-banking to the Surface Transportation Board last week. We called to confirm receipt today, but because of the storms Washington D.C. offices were closed today and may be closed tomorrow. We are hoping to meet with the UP at the site in a couple of weeks to walk the trail with them. We hope this will clear up any confusion on this matter.

State Legislation. There are again a couple of bills circulating the Statehouse that seek to limit the home rule authority of cities. The bill to move elections to November is alive in the form of HB 2227. There is an open carry bill in HB 2473 that seeks to limit the ability of cities to regulate firearms or knives. Also, SB 304 is still around, but not scheduled for a hearing at this time. That bill would limit municipal involvement in bringing broadband to their communities.

Levees. I was contacted by FEMA's consultant to kick off our pilot project on the LAMP procedures for the levy. We are planning a true kickoff meeting in March to start the project. When I get the formal notification and figure out the scope of this first meeting, I will likely notify you all of the meeting. It may end up needing to be a meeting for which we provide notice.

Issues

Crumbling Building Facade. At 505 6th Street, the northwest corner of the building's is crumbling from snow and ice melt getting in between the bricks. For public safety purposes, we have blocked off the parking area directly in front of Don's Barber Shop and have also blocked off the sidewalk. Yesterday, we notified the owner and he should have a plan to us by tomorrow. The plan for temporary stabilization may include having to brace the corner of the wall by putting a support out into the sidewalk and attaching it to the sidewalk. Should such a plan be allowed, we will put time restrictions on this temporary fix until permanent repairs can be made.

Industrial Revenue Bond Policy. I am about two meetings behind on getting an update of our IRB policy to you. I will present it next week to the Economic & Community Development Committee for their consideration. I expect to have it before you at the meeting on the 27th.

Upcoming Meetings/Dates

Feb 17	President's Day – City Hall closed
Feb 19	City Hall Day at the Statehouse
Feb 20	Economic & Community Development Meeting
Feb 26	Planning Commission Meeting
Feb 27	Council Meeting