OSAWATOMIE CITY COUNCIL AGENDA April 28, 2016 6:30 p.m., Memorial Hall

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

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

- A. April 28 Agenda
- B. Reporting of Official Election Results
- 6. Comments from the Public

Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.

7. Presentations & Proclamations

A.

- 8. Public Hearings
- 9. Unfinished Business
 - A. Ordinance Series 2016-A G.O. Refunding and Improvement Bonds
 - B. Resolution Form and Details for Issuance of G.O. Series 2016-A Bonds
 - C. Resolution Set Hearing Date for Condemnation of Selected Properties
 - D. Update on City Auditorium Repairs
- 10. New Business
 - A. Bids CDBG Special Round Sports Complex Courts and Shade Structure
 - B. Discuss Proposed New Water & Sewer Rates
- 11. Council Reports
- 12. Mayor's Report
- 13. City Manager's Report
- 14. Executive Session
- 15. Other Discussion/Motions
- 16. Adjourn

WORK SESSION – April 30, 2016, 9:00 a.m. Ernie Miller Nature Center - 909 KS-7, Olathe, KS REGULAR MEETING – May 12, 2016 REGULAR MEETING – May 26, 2016 Janet White Miami County Clerk 201 S. Pearl, Suite 102 Paola, Kansas 66071



Phone: (913) 294-3976 Fax: (913) 294-9544 countyclerk@miamicountyks.org www.miamicountyks.org

Osawatomie City Hall Attn: Tammy Seamands PO Box 37 Osawatomie, KS 66064

I, Janet White, Miami County Election Officer, do hereby certify the votes for the April 5, 2016, City General Election as canvassed by the Miami County Board of Canvassers on April 11, 2016, in the Public Information/Election Verification Room, and hereby declare the following election results.

City Council Ward 1 Lawrence A. Dickinson Write-in Votes	13* 00	City Council Ward 2 John A. Farley Write-in Votes	25* 01
City Council Ward 3 Karen LaDuex Write-in Votes	19* 03	City Council Ward 4 Tamara J. Maichel Write-in Votes	16* 00

DONE THIS 11th DAY OF APRIL, 2016.

Janet White

Miami County Clerk



CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 28, 2016

AGENDA ITEM: Bond Ordinance and Resolution for Permanent Debt Issuance

PRESENTER: Don Cawby, City Manager; Dave Arteberry, George K. Baum

ISSUE SUMMARY: Last May you approved the issuance of temporary notes to fund the purchase of the police station and renovation of the old station (\$600,000), the relocation of the Main Street waterline (\$1,200,000), and to provide funding for the street project (\$1,020,000). Those notes are due May 31 and we are moving forward to issue permanent financing for these projects. Furthermore, we are now in a position to refinance some of the 2008 debt issued for streets and sewers that wasn't yet "ripe" to be refinanced in 2012.

In March you approved a Resolution of intent to issue \$7,685,000 for the above projects. However, at your last meeting, the Council approved adding \$300,000 in additional bonds to be dedicated to the City Hall / Police Station renovation to cover some expected costs related to façade problems on the City Auditorium.

The new amount of bonds expected to be issued for these projects is \$8,400,000 but the higher amount reflects including bond premiums that will lower the rates and still yield the necessary project funds.

At the meeting, Dave Arteberry will provide actual amounts, breakdown between projects, and payment information based upon the actual sales and updated project figures.

COUNCIL ACTION NEEDED: Consider the proposed Bond Ordinance and Bond Resolution as presented.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends approval of Ordinance and Resolution as presented. They must each be approved in separate motions.

CITY OF OSAWATOMIE, KANSAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS SERIES 2016-A

CALENDAR OF EVENTS

<u>FEB</u>	17-26 29	Financing Plan Developed Begin Data Collection
<u>MAR</u>	3 7	Resolution Authorizing Sale of Bonds ("Sale Resolution") Distributed Preliminary Official Statement Distributed for Comment Send Rating Information to Rating Agency
	24	City Passes Sale Resolution
		City Council Reviews Financing Plan
	31	Draft Bond Ordinance and Resolution Distributed Notice of Bond Sale to Kansas Register and Local Paper
APR	4-7	Rating Conference Call
	7	Notice of Sale Published
	15	Receive Rating
	19	Comments Due on Preliminary Official Statement
	20	Preliminary Official Statement Sent to Potential Investors
	21	Comments Due on Draft Bond Ordinance and Resolution
	28	Bond Sale
		Pass Bond Ordinance and Resolution
	29	Bond Ordinance Forwarded to Local Paper
		Transcript Assembly Begins
MAY	2	Final Official Statement to Printer
		Receive Final Official Statement from Printer
		Registration Instructions to State Treasurer
		Bond Printing Complete - Bonds Forwarded to State Treasurer
		Transcript Assembly Complete
		Transcript Forwarded to Attorney General
	4	Bond Ordinance Published in Local Paper
	12	Closing Memorandum Distributed
	17	Transcript Approved
	10	Bond Registration Complete - Bonds Forwarded to DTC
	19	Closing and Delivery of Funds

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February 2, 2016

Note: Bold items indicate actions of City Council

(Published in *The Miami County Republic* on May 4, 2016)

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OSAWATOMIE. KANSAS. AN AUTHORIZING ISSUANCE OF ITS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016-A, IN THE PRINCIPAL AMOUNT OF \$8,145,000, FOR THE PURPOSES OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY AND FINANCING THE COSTS OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER RELATED DOCUMENTS, ACTIONS **AND COVENANTS AND AMENDING ORDINANCE** NO. 3720.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the "City"), under the authority K.S.A. 12-1736 to 12-1739, as amended and supplemented (the "Public Building Act"), adopted Ordinance No. 3712 on August 22, 2013, as amended by Ordinance No. 3720 adopted on August 14, 2014, and further amended by this Ordinance (the "Building Ordinance"), which authorizes the acquisition and renovation of public buildings used by the City and all things related thereto (collectively, the "Public Building Project"); and

WHEREAS, the final costs of the Public Building Project together with the estimated costs of financing exceed the authorized amounts stated in Ordinance No. 3712, as amended by Ordinance No. 3720 and it is necessary to increase the authorized estimated costs of the Public Building Project to \$1,250,000 plus fees and expenses of financing; and

WHEREAS, the governing body of the City, under the authority of K.S.A. 12-685 *et seq.*, as amended and supplemented (the "Main Trafficway Act"), has adopted (i) Ordinance No. 3719 on August 14, 2014 designating and confirming the designation of main trafficways in the City and (ii) Ordinance No. 3720 on August 14, 2014, which authorizes the construction and installation of certain improvements to streets designated main trafficways (collectively the "Main Trafficway Project"); and

WHEREAS, the governing body of the City, under the authority K.S.A. 65-162a *et seq.*, as amended and supplemented (the "Water Act"), has adopted Ordinance No. 3728 on April 9, 2015, authorizing improvements to the municipal water system in the City (the "Water Project"); and

WHEREAS, the governing body of the City is authorized by the Public Building Act, the Main Trafficway Act, the Water Act, and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act"), to issue its general obligation bonds to finance the combined and otherwise unpaid costs of the Public Building Project, the Main Trafficway Project and the Water Project (collectively the "Project"), and is not required to sell such general obligation bonds at public sale if such bonds are issued simultaneously with refunding bonds issued pursuant to; and

TWG REF: 509518 Bond Ordinance

WHEREAS, the City has previously issued its General Obligation Bonds, Series 2008A (the "2008A Bonds"), in the original principal amount of \$3,550,000, of which \$3,289,000 is outstanding; and

WHEREAS, the City has previously issued its General Obligation Bonds, Series 2008B (the "2008B Bonds"), in the original principal amount of \$2,435,000, of which \$1,965,000 is outstanding; and

WHEREAS, as authorized by K.S.A. 10-427 *et seq.* (the "Refunding Act"), the City finds and determines it is necessary and appropriate to issue general obligation refunding and improvement bonds to (i) currently refund the outstanding 2008A Bonds on June 1, 2016; (ii) refund in advance of their maturity the outstanding 2008B Bonds (the "2008A Bonds and the 2008B Bonds are referred to collectively as the "Refunded Bonds") and (iii) paying the costs of the Project, including redeeming the City's General Obligation Temporary Notes, Series 2015-1 (the "Notes") issued to pay a portion of the costs of the Project and (iv) paying the costs of issuing the bonds.

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

SECTION 1. <u>Amendment of Ordinance 3720</u>. Section 3 of Ordinance No. 3720 adopted by the governing body on August 14, 2016 is repealed and replaced with the following Section.

"Section 2 of Ordinance No. 3712 adopted by the Governing Body of the City on August 22, 2013 is repealed and replaced with the following Section 2.

Section 2. General obligation bonds of the City in an amount of \$1,250,000 are authorized to be issued under the Public Building Act to pay the costs of the Public Building Project and all things necessary and related thereto, including costs of issuance. Temporary Notes of the City may be issued, to pay for a portion of the costs until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, \$1.150-2."

SECTION 2. <u>Authorization of the Bonds</u>. The City's General Obligation Refunding and Improvement Bonds, Series 2016-A, in the total principal amount of \$8,145,000.00 (the "Bonds") are authorized to be issued to provide funds to (i) refund the Refunded Bonds, (ii) pay a portion of the costs of the Project (as defined above), including redeeming the Notes issued to pay a portion of the costs of the Project and (iii) pay the costs of issuing the Bonds.

SECTION 3. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within

the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

Payment of the principal of and interest on the Bonds is insured by a policy of bond insurance issued by Assured Guaranty Municipal Corp., New York, New York.

SECTION 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution adopted by the governing body of the City (the "Resolution") in connection with this Ordinance.

SECTION 5. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 et seq., the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent"). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Agent dated as of May 19, 2016 (the "Issuer/Agent Agreement"). The Issuer/Agent Agreement, in substantially the form presented to the governing body with this Ordinance, is approved and the Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The provisions of the Issuer/Agent Agreement are incorporated here by this reference.

SECTION 6. <u>Levy and Collection of Annual Tax</u>. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as other general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from such taxes shall be deposited in the Series 2016-A Principal and Interest Account, as defined in the Resolution.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

SECTION 7. <u>Tax Covenants</u>. The governing body of the City covenants and agrees that as long as any of the Bonds remain outstanding and unpaid, it will not use or permit the use of the proceeds of the Bonds in a manner which, if such use had been reasonably expected on the date of issuance and delivery of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the

TWG REF: 509518 Bond Ordinance "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department promulgated under the Code. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department issued thereunder.

SECTION 8. Escrow Trust Agreement. The City designates and appoints Security Bank of Kansas City, Kansas City, Kansas, as the Escrow Trustee for the Refunded Bonds (the "Escrow Trustee"). The Escrow Trustee will perform its duties as provided in an Escrow Trust Agreement dated as of May 19, 2016 (the "Escrow Trust Agreement"). The form and text of the Escrow Trust Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are declared to be the covenants, duties and responsibilities of the City. The Mayor and City Clerk are authorized to execute and deliver the Escrow Trust Agreement for and on behalf of the City.

SECTION 9. <u>Authorization of Official Statement; Continuing Disclosure</u>. The governing body of the City ratifies and confirms its prior approval of the form and content of the "deemed final" Preliminary Official Statement dated April 21, 2016 and the use of the final Official Statement in the reoffering of the Bonds by George K. Baum & Company, Kansas City, Missouri, as Original Purchaser is approved and authorized; and the Mayor is authorized to execute and the City Clerk to attest the Official Statement on behalf of the City. The City covenants and agrees to provide continuing disclosure as required by Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) and as set forth in the Continuing Disclosure Undertaking submitted to the governing body with this Ordinance. The Mayor is authorized to execute and the City Clerk to attest the Continuing Disclosure Undertaking on behalf of the City.

SECTION 10. <u>Designation as Qualified Tax-Exempt Obligations</u>. The governing body of the City designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b) (3) of the Code.

SECTION 11. <u>Further Authority</u>. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated herein, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 12. <u>Severability</u>. If any section, paragraph, clause or provision of this Ordinance is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 13. <u>Governing Law</u>. This Ordinance and the Bonds shall be governed by and construed exclusively in accordance with applicable laws of the State of Kansas.

SECTION 14. <u>Effective Date</u>. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

TWG REF: 509518 Bond Ordinance

ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas on April 28, 2016.

CITY OF OSAWATOMIE, KANSAS

[seal]	By
	L. Mark Govea, Mayor
ATTEST:	
By Tammy Seamands, City Clerk	

RESOLUTION NO.

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016-A, IN THE PRINCIPAL AMOUNT OF \$8,145,000, OF THE CITY OF OSAWATOMIE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. _____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OTHER RELATED ACTIONS.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the "City"), has adopted Ordinance No. _____ (the "Bond Ordinance") authorizing issuance of the City's General Obligation Refunding and Improvement Bonds, Series 2016-A (the "Bonds") to pay the costs of the Project, redeem the Notes issued to pay a portion of the Project costs, to refund and redeem the Refunded Bonds (all as defined in the Bond Ordinance), and pay the costs of issuing the Bonds; and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security. SECTION 1. Authority for Bonds; Security. In the Bond Ordinance the City has authorized the issuance of the Bonds (as described above) for the purposes described in the Bond Ordinance. Payment of the Bonds is secured as described in the Bond Ordinance. The Bond Ordinance and this Resolution shall be read and construed together in all matters relating to the Bonds and terms used in this Resolution but not defined here shall have meanings given them in the Bond Ordinance.

SECTION 2. <u>Details of Bonds</u>; <u>Payment of Principal and Interest</u>. The Bonds shall be issued in the principal amount of \$8,145,000.00, and are designated "City of Osawatomie, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016-A". The Bonds are dated May 19, 2016 (the "Dated Date") and shall mature on September 1 in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows (the "Principal Payment Dates"):

Maturity Schedule SERIAL BONDS

 Maturity Date
 Principal Amount
 Interest Rate

 09/01/2017
 \$200,000.00
 2.00%

 09/01/2018
 290,000.00
 2.00%

TWG REF: 509529 Bond Resolution

09/01/2019	350,000.00	2.00%
09/01/2020	360,000.00	2.00%
09/01/2021	370,000.00	2.00%
09/01/2022	380,000.00	3.00%
09/01/2023	385,000.00	3.00%
09/01/2024	405,000.00	3.00%
09/01/2025	410,000.00	3.00%
09/01/2026	430,000.00	3.00%
09/01/2027	440,000.00	3.00%
09/01/2028	445,000.00	3.00%
09/01/2029	270,000.00	3.00%
09/01/2030	275,000.00	3.00%
09/01/2031	280,000.00	3.00%
09/01/2032	290,000.00	3.00%
09/01/2033	300,000.00	3.00%
09/01/2034	310,000.00	3.00%
09/01/2035	315,000.00	3.00%
09/01/2036	330,000.00	3.10%

TERM BONDS

Maturity Date	Principal Amount	Interest Rate
09/01/2041	\$675,000.00	4.00%
09/01/2045	635,000.00	4.00%

Subject to the book-entry provisions of Section 6 of this Resolution, the Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date; and the Bonds shall be numbered in such manner as the Bond Registrar (hereinafter defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Bonds for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of bonds (the "Owners") of record as of the as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar, or in the case of an interest payment to an Owner that is a securities depository or an owner of \$500,000 or more aggregate principal amount of the Bonds, by electronic transfer, upon written notice given to the Paying Agent by that Owner, not less than 15 days before the Record Date for such payment, containing the electronic transfer instructions, including the bank address, ABA routing number and account number where the wire transfer should be directed.

The interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year commencing March 1, 2017 (the "Interest Payment Dates"), to the Owners of the

TWG REF: 509529 Bond Resolution Bonds as shown on the Registration Books as of the Record Date. The Bonds shall bear interest from the Dated Date or from the most recent Interest Payment Date immediately preceding the effective authentication date of such Bond, unless the effective authentication date is an Interest Payment Date, when the Bonds shall bear interest from such Interest Payment Date. The effective date of authentication shall be the date of authentication by the Bond Registrar, as set forth on each Bond.

If a Principal Payment Date or an Interest Payment Date (collectively a "Payment Date") occurs on a date which is a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is normally scheduled to be closed, then the payment of such principal, premium or interest may be made on the next succeeding business day with the same force and effect as if made on the scheduled Payment Date, and no interest shall accrue for the period after the scheduled Payment Date.

The Paying Agent (defined in the Bond Ordinance) shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation (hereinafter defined).

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books as described in this Section 2.

SECTION 3. Redemption of Bonds.

- (A) Optional Redemption. At the option of the City, the Bonds maturing September 1, 2026, and thereafter, may be called for redemption and payment prior to their respective maturities, on September 1, 2025 or any time thereafter, as a whole or in part, as determined by the City, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.
- (B) <u>Mandatory Redemption of Term Bonds.</u> (1) Each of the Bonds maturing on September 1, 2041 (the "2041 Term Bonds"), shall be subject to mandatory redemption and payment, beginning September 1, 2037, and continuing on September 1 of each year thereafter pursuant to the redemption schedule set out below, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The transfers to the Series 2016-A Principal and Interest Account required by this Resolution which are to be made for payments commencing September 1, 2037, shall be sufficient to redeem, and the City agrees to redeem, the following principal amounts of the 2041 Term Bonds on September 1 in each of the following years:

Redemption Date

Principal Amount

A12

TWG REF: 509529 Bond Resolution

September 1, 2037	\$125,000
September 1, 2038	\$130,000
September 1, 2039	\$135,000
September 1, 2040	\$140,000

(Leaving \$145,000 to mature on September 1, 2041)

The 2041 Term Bonds to be redeemed and paid as described above shall be selected by the Paying Agent in such equitable manner as it may designate. In each year in which Term Bonds are to be redeemed as provided in this Section, the Paying Agent shall make timely selection of the Term Bonds to be so redeemed and give notice thereof to the Owners as provided herein without further instructions from the City.

(2) Each of the Bonds maturing on September 1, 2045 (the "2045 Term Bonds"), shall be subject to mandatory redemption and payment, beginning September 1, 2042, and continuing on September 1 of each year thereafter pursuant to the redemption schedule set out below, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The transfers to the Series 2016-A Principal and Interest Account required by this Resolution which are to be made for payments commencing September 1, 2042, shall be sufficient to redeem, and the City agrees to redeem, the following principal amounts of the 2041 Term Bonds on September 1 in each of the following years:

Redemption Date	Principal Amount
September 1, 2042	\$150,000
September 1, 2043	\$155,000
September 1, 2044	\$160,000

(Leaving \$170,000 to mature on September 1, 2045)

The 2045 Term Bonds to be redeemed and paid as described above shall be selected by the Paying Agent in such equitable manner as it may designate. In each year in which Term Bonds are to be redeemed as provided in this Section, the Paying Agent shall make timely selection of the Term Bonds to be so redeemed and give notice thereof to the Owners as provided herein without further instructions from the City.

(B) <u>Selection of Bonds to be Redeemed</u>. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each \$5,000 of face value of a Bond so registered as though it were a separate Bond in the

TWG REF: 509529 Bond Resolution

denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 fails to present such Bond to the Paying Agent for payment and exchange as described, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given any additional notice as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall be dated at least 30 days prior to the redemption date, and shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof selected for redemption, and that the interest on such Bond will not accrue from and after the redemption date and (v) that the Bonds selected for redemption are to be surrendered to or at the principal office of the Paving Agent for payment. The failure of any Owner of the Bonds to receive notice as provided herein or an immaterial defect in such notice shall not invalidate any redemption.

At the option of the City, a notice of optional redemption may state that redemption is conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If a notice given is conditional and moneys to effect the redemption are not received, the conditional redemption notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner that notice of redemption was given, that moneys were not received and Bonds will not be redeemed.

For as long as the Securities Depository (defined in Section 6) is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this subsection to the Securities Depository. It is expected the Securities Depository will, in turn, notify its Participants and that its Participants, in turn, will notify or cause to notification of the Beneficial Owners of the Bonds. A failure on the part of the Securities Depository or a Participant, or a failure on the part of a nominee of a Beneficial Owner of Bond (having received notice of a redemption from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bond.

TWG REF: 509529 Bond Resolution

- (D) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.
- (E) <u>Effect of Call for Redemption</u>. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the redemption price herein specified.
- SECTION 4. <u>Designation of Paying Agent and Bond Registrar</u>. In the Bond Ordinance the City has designated the State Treasurer of Kansas, Topeka, Kansas as the Bond Registrar and Paying Agent for the Bonds pursuant to the Issuer/Agent Agreement (as defined in the Bond Ordinance) and the Bond Act.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. <u>Book-Entry-Only Bonds</u>. The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York ("DTC"), by depositing with DTC one certificate for each maturity in fully registered form, registered in the

TWG REF: 509529 6
Bond Resolution

name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the "Letter of Representations"), which the Mayor or City Clerk is authorized to execute and deliver on behalf of the City.

One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption ("Replacement Bonds"). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If DTC resigns and the City, the Bond Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of

TWG REF: 509529 Bond Resolution

the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge is responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor securities depository in appropriate denominations and form as provided in this Resolution.

SECTION 7. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and a facsimile of the City's official seal shall be printed on or affixed to the Bonds The Bonds shall be registered in the Office of the City Clerk, evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration printed on the bonds, attested by a facsimile of the City's official seal. The Bonds shall be registered by the State Treasurer in the municipal bond register in his office, which registration shall be evidenced by his manual or facsimile signature on a Certificate of State Treasurer printed on the Bonds, and attested by a facsimile of his official seal. If any officer of the City or of the State whose signature appears on the Bonds is no longer such officer before the actual delivery of the Bonds, their signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery of the Bonds.

No bond shall be valid or obligatory for any purpose until the Certificate of Authentication on the bond is properly executed by the Bond Registrar, and such executed certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond is properly executed by the Bond Registrar when manually signed by an authorized officer or signatory of the Bond Registrar. It is not necessary that the same officer or signatory of the Bond Registrar manually sign the Certificate of Authentication on all Bonds issued under this Resolution.

SECTION 8. Bonds Not Presented for Payment. If a Bond is not presented for payment when the principal is due at maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, then all liability of the City to the Owner thereof for the payment of such Bond shall cease and be completely discharged, and it shall be the duty of the Paying Agent to hold such funds, without liability for interest, for the benefit of the Owner of such Bond, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If a Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be

TWG REF: 509529 8
Bond Resolution

A17

an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. <u>Payment of Costs</u>. The City shall pay from proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing mutilated, stolen, lost or destroyed Bonds, or (b) any tax or other governmental charge imposed in connection with the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Public Building Act, Main Trafficway Act, Water Act and the Refunding Act, for the purpose of refunding the Refunded Bonds and paying the costs of acquiring, constructing and installing the Project in the City.

The governing body authorizes, orders and directs Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. <u>Creation and Ratification of Accounts</u>. Simultaneously with the issuance and delivery of the Bonds, the following accounts for the Bonds are created within the Treasury of the City:

- (A) General Obligation Refunding and Improvement Bonds, Series 2016-A Principal and Interest Account (the "Series 2016-A Principal and Interest Account"); and
- (B) General Obligation Refunding and Improvement Bonds, Series 2016-A Project Fund (the "Project Fund"); and
- (C) General Obligation Refunding and Improvement Bonds, Series 2016-A Escrow Trust Account (the "Escrow Trust Account").
- (D) General Obligation Refunding and Improvement Bonds, Series 2016-A Redemption Fund (the "Redemption Fund").
- (E) General Obligation Refunding and Improvement Bonds, Series 2016-A Costs of Issuance Account (the "Costs of Issuance Account").

SECTION 12. <u>Sale and Delivery of Bonds; Disposition of Bond Proceeds</u>. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this Resolution, including a reasonable inventory quantity of bond

9

TWG REF: 509529 Bond Resolution certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds are authorized to be sold to George K. Baum & Co., Kansas City, Missouri (the "Underwriter") at the price and as otherwise provided in the Bond Purchase Agreement authorized by this Resolution, and shall be delivered to the Underwriter, as provided in the Bond Purchase Agreement.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

- (A) The amount of the proceeds representing accrued interest on the Bonds, if any, shall be deposited in the Series 2016-A Principal and Interest Account.
- (B) \$300,000.00 of the proceeds shall be immediately credited to and deposited in the Project Fund for the direct payment or reimbursement to the City of the expenses associated with the Project.
- (C) \$2,076,924.45 of the proceeds shall be immediately credited to and deposited in the Redemption Fund for the payment and redemption of the 2008A Refunded Bonds and \$2,862,816.21 shall be immediately credited to and deposited in the Redemption Fund for the payment and redemption of the Notes (Series 2015-1) issued to temporarily finance a portion of the Project costs.
- (D) \$3,376,594.63 of the proceeds shall be immediately credited to and deposited in the Escrow Trust Account and applied to defease and redeem the Series 2008B Refunded Bonds as provided in the Escrow Trust Agreement.
- (E) \$56,400.00 of the proceeds shall be immediately credited to and deposited in the Costs of Issuance Account and applied to pay costs of issuing the Bonds.
- (F) \$35,538.50 shall be immediately transferred to the Bond Insurer to pay the Bond Insurance Premium.
- SECTION 13. Application of Money in Accounts; Investments. Series A, 2015 Principal and Interest Account. The Series 2016-A Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the deposit of funds to be applied to the subsequent payment and retirement of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. Accrued interest on the Bonds, if any, deposited in the Series 2016-A Principal and Interest Account shall be applied to payment of the first maturing interest on the Bonds, and any premium paid on the Bonds and so deposited will be used toward the payment of the first maturing principal on the Bonds; and

10

TWG REF: 509529 Bond Resolution Project Fund. The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project. Amounts remaining in the Project Fund after payment of the preceding described costs may thereafter be used together with the Series 2016-A Principal and Interest Account for the subsequent payment and retirement of the Bonds.

Redemption Fund. The Redemption Fund shall constitute the defeasance escrow for the 2008A Refunded Bonds and the Series 2015-1 Notes (the "Notes"). Moneys paid and credited to the Redemption Fund shall be transferred to the State Treasurer to be used and expended solely and only for the purpose of paying the principal of and interest on the Series 2008A Refunded Bonds and the Notes, and the fees of the Fiscal Agent for acting as such, if any, upon the redemption of the 2008A Refunded Bonds and Notes on June 1, 2016, and for no other purpose, all in accordance with the terms and at the times required by this Resolution, the Bond Ordinance and the terms of the 2008A Refunded Bonds and the Notes. Any moneys remaining in the Redemption Fund after the payment of all of the principal of and interest on the 2008A Bonds and Notes shall be transferred to the Series 2016-A Principal and Interest Account to be used to pay the applicable portion of the principal due on the Bonds on their first Principal Payment Date.

Escrow Trust Account. The Escrow Trust Account is established with Security Bank of Kansas City, Kansas City, Kansas, as Escrow Trustee (the "Escrow Trustee") and shall be administered and maintained in accordance with the terms and provisions of an Escrow Trust Agreement dated as of May 19, 2016 (the "Escrow Trust Agreement"), authorized in the Bond Ordinance, for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds necessary for the full payment and defeasance of the 2008BRefunded Bonds.

Costs of Issuance Account. The moneys deposited in the Costs of Issuance Account shall be applied to pay costs of issuing the Bonds. Funds remaining in the Costs of Issuance Account after payment of all costs of issuing the Bonds shall be deposited in the Principal and Interest Account to pay a portion of the first principal due on the Bonds, not later than 30 days before the first Principal Payment Date or one year after the issue date of the Bonds.

Moneys in each of the funds and accounts created by this Resolution shall be deposited and secured according to the laws of the state of Kansas. Moneys held in such accounts may be invested as permitted by the laws of the state of Kansas that mature at times as reasonably provide for moneys to be available for the authorized purposes of each account. All earnings and investments in such accounts shall accrue to and become a part of such fund or account.

SECTION 14. <u>Resolution Constitutes Contract; Remedies of Owners</u>. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel

A20

TWG REF: 509529 11 Bond Resolution the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

- (B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 15. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;
- (B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 16. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured by this Resolution and the Bond Ordinance shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for Owners herein, or to enforce any right hereunder, except in the manner here specified, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as an acquiescence in default, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined

12

TWG REF: 509529 Bond Resolution adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 17. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

- (A) Extending the maturity of any payment of principal or interest due upon the Bonds, or
- (B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or
- (C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or
- (D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made as provided above shall not become effective until a copy of the ordinance of the City authorizing the modifications, duly certified and published, and proof of consent to such modification by the required percentage of Owners, is filed with the City Clerk. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 18. <u>Defeasance</u>. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct

TWG REF: 509529 13

obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 19. <u>Surrender and Cancellation of Bonds</u>. Whenever any outstanding Bond is delivered to the Bond Registrar after payment of the principal amount of and the interest thereon thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 20. <u>Bond Purchase Agreement</u>. The Mayor and City Clerk are authorized to enter into the Bond Purchase Agreement between the City and the Underwriter in substantially the form submitted to the governing body with this Resolution, under which the City agrees to sell the Bonds to the Underwriter at the purchase price and under the terms and conditions set forth therein, with such changes as are approved by the Mayor and City Clerk. The signature of the Mayor and City Clerk shall serve as evidence of their approval of such changes, if any.

SECTION 21. <u>Tax Covenants</u>. The governing body of the City covenants and agrees that as long as any of the Bonds remain outstanding and unpaid, it will not make or permit use of the proceeds of the Bond in any manner which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department issued under the Code for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department.

14

TWG REF: 509529 Bond Resolution SECTION 22. <u>Designation as Qualified Tax-Exempt Obligations</u>. In the Bond Ordinance, the governing body of the City has designated the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b) (3) of the Code in the Bond Ordinance.

SECTION 23. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including any applicable notice of redemption of the Refunded Bonds and the Notes, and including final certificates included in the official Transcript of Proceedings evidencing authorization and issuance of the Bonds and the refunding of the Refunded Bonds, all without further action by the governing body.

SECTION 24. <u>Further Authority</u>. The City and its officers, agents and employees are authorized and directed to take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated herein.

SECTION 25. <u>Severability</u>. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 26. <u>Effective Date</u>. This Resolution shall be in force and take effect from and after its adoption and approval.

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TWG REF: 509529 Bond Resolution

ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas on April 28, 2016.

CITY OF OSAWATOMIE, KANSAS

[Seal]	By
	L. Mark Govea, Mayor
ATTEST:	
By Tammy Seamands, City Clerk	

Structuring Scenario #1 - New Money with Refunding of Series 2008A&B Bonds (FINAL)

City of Osawatomie, Kansas General Obligation Refunding and Improvement Bonds Series 2016A

	Debt Pay	ments BEI	EFORE 2016A Issue Debt Payments AFTER 2016A Issue																
	Aggregate	Less Paym	ents from	Paid from	Aggregate			A	dd: Payments	on 2016 Bond	s			Less	Payments from	om:	Paid from	Change	
	Existing GO	Water	Sewer	Property	Existing GO		New	Money			Re	funding		Refunded	Water	Sewer	Property	in Net	Refunding
Year	Payments	Fund	Fund	Taxes	Payments	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	Payments	Fund	Fund	Taxes	Payment	Savings
									214,160										
2016	751,020	59,827	434,276	256,917	751,020				-				-		59,827	434,276	256,917	-	
2017	650,895	59,827	338,640	252,428	650,895	70,000	2.00%	113,395	183,395	130,000	2.00%	197,274	327,274	362,495	125,908	322,510	350,651	98,223	35,221
2018	655,710	59,827	337,480	258,403	655,710	110,000	2.00%	86,960	196,960	180,000	2.00%	151,120	331,120	362,510	127,342	322,280	371,658	113,255	31,390
2019	657,415	59,827	338,275	259,313	657,415	125,000	2.00%	84,760	209,760	225,000	2.00%	147,520	372,520	409,615	126,542	320,780	382,758	123,445	37,095
2020	511,665	59,827	193,275	258,563	511,665	130,000	2.00%	82,260	212,260	230,000	2.00%	143,020	373,020	408,465	125,742	174,620	388,118	129,555	35,445
2021	514,120	59,799	193,845	260,476	514,120	140,000	2.00%	79,660	219,660	230,000	2.00%	138,420	368,420	407,945	129,914	173,120	391,221	130,745	39,525
2022	515,043	59,771	193,280	261,991	515,043	140,000	3.00%	76,860	216,860	240,000	3.00%	133,820	373,820	411,005	128,986	176,620	389,111	127,120	37,185
2023	480,370	27,251	192,625	260,494	480,370	140,000	3.00%	72,660	212,660	245,000	3.00%	126,620	371,620	408,470	95,116	174,220	386,844	126,350	36,850
2024	457,415	-	193,880	263,535	457,415	145,000	3.00%	68,460	213,460	260,000	3.00%	119,270	379,270	412,465	66,515	176,820	394,345	130,810	33,195
2025	453,590	-	193,955	259,635	453,590	150,000	3.00%	64,110	214,110	260,000	3.00%	111,470	371,470	409,840	65,165	174,270	389,895	130,260	38,370
2026	453,410	-	192,895	260,515	453,410	155,000	3.00%	59,610	214,610	275,000	3.00%	103,670	378,670	410,860	68,815	176,720	390,295	129,780	32,190
2027	459,130	-	193,745	265,385	459,130	160,000	3.00%	54,960	214,960	280,000	3.00%	95,420	375,420	412,780	67,315	174,020	395,395	130,010	37,360
2028	408,050	-	193,415	214,635	408,050	160,000	3.00%	50,160	210,160	285,000	3.00%	87,020	372,020	408,050	65,815	176,320	340,045	125,410	36,030
2029	192,950	-	192,950	-	192,950	175,000	3.00%	45,360	220,360	95,000	3.00%	78,470	173,470	192,950	69,315	173,470	151,045	151,045	19,480
2030	192,350	-	192,350	-	192,350	175,000	3.00%	40,110	215,110	100,000	3.00%	75,620	175,620	192,350	67,665	175,620	147,445	147,445	16,730
2031	192,615	-	192,615	-	192,615	175,000	3.00%	34,860	209,860	105,000	3.00%	72,620	177,620	192,615	66,015	177,620	143,845	143,845	14,995
2032	192,700	-	192,700	-	192,700	185,000	3.00%	29,610	214,610	105,000	3.00%	69,470	174,470	192,700	69,365	174,470	145,245	145,245	18,230
2033	192,605	-	192,605	-	192,605	190,000	3.00%	24,060	214,060	110,000	3.00%	66,320	176,320	192,605	67,565	176,320	146,495	146,495	16,285
2034	193,330	-	193,330	-	193,330	195,000	3.00%	18,360	213,360	115,000	3.00%	63,020	178,020	193,330	65,765	178,020	147,595	147,595	15,310
2035	192,830	-	192,830	-	192,830	200,000	3.00%	12,510	212,510	115,000	3.00%	59,570	174,570	192,830	68,965	174,570	143,545	143,545	18,260
2036	193,150	-	193,150	-	193,150	210,000	3.10%	6,510	216,510	120,000	3.10%	56,120	176,120	193,150	67,015	176,120	149,495	149,495	17,030
2037	193,245	-	193,245	-	193,245		4.00%	-	-	125,000	4.00%	52,400	177,400	193,245	-	177,400	-	-	15,845
2038	192,115	-	192,115	-	192,115		4.00%	-	-	130,000	4.00%	47,400	177,400	192,115	-	177,400	-	-	14,715
2039	193,805	-	193,805	-	193,805		4.00%	-	-	135,000	4.00%	42,200	177,200	193,805	-	177,200	-	-	16,605
2040	193,180	-	193,180	-	193,180		4.00%	-	-	140,000	4.00%	36,800	176,800	193,180	-	176,800	-	-	16,380
2041	192,330	-	192,330	-	192,330		4.00%	-	-	145,000	4.00%	31,200	176,200	192,330	-	176,200	-	-	16,130
2042	193,255	-	193,255	-	193,255		4.00%	-	-	150,000	4.00%	25,400	175,400	193,255	-	175,400	-	-	17,855
2043	192,865	-	192,865	-	192,865		4.00%	-	-	155,000	4.00%	19,400	174,400	192,865	-	174,400	-	-	18,465
2044	193,205	-	193,205	-	193,205		4.00%	-	-	160,000	4.00%	13,200	173,200	193,205	-	173,200	-	-	20,005
2045	193,230	-	193,230	-	193,230		4.00%	-	-	170,000	4.00%	6,800	176,800	193,230	-	176,800	-	-	16,430
2046	193,940	-	193,940	-	193,940		4.00%	-	-		4.00%	-	-	193,940	-	-	-		193,940
2047	193,290	-	193,290	-	193,290		4.00%	-	-		4.00%	-	-	193,290	-	-	-		193,290
2048	193,325	-	193,325	-	193,325		4.00%	-	-		4.00%	-	-	193,325	-	-	-		193,325
Total	10,828,148	445,956	7,049,901	3,332,290	10,828,148	3,130,000		1,105,235	4,235,235	5,015,000		2,370,654	7,385,654	8,684,815	1,794,672	5,967,587	6,001,963	2,669,673	1,299,161

Add: Rounding Amounts 6,705
Total Refunding Savings 1,305,866

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 28, 2016

AGENDA ITEM: Proposed Condemnations

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On March 24, City staff presented a list of 53 total properties for the City Council that it believed were eligible, or on their way to being eligible for condemnations. City Staff developed reports for 9 out of the 53 properties with the most severe cosmetic and structural issues.

In the packet I have included inspection reports for each of the proposed properties. They are listed in order based on the need for demolition and the ease of demolition. For that reason, all of the trailers are listed first.

Trailers: 427 Lincoln 222 Lincoln

Homes: 317 Mill 334 Main

805 Chestnut 917 Pacific

1003 Chestnut 110 Brown

1635 Main

Once it is determined which properties should be provided notice, the City Council must pass a resolution which will set the time and place for a hearing on the proposed condemnations.

As always, we have included the following to help explain how a non-emergency condemnation occurs.

Procedure for Condemnations

1. First step is to have the enforcing officer file a written statement that is presented to the governing body that describes the property, where the property is located and that the property is unsafe or dangerous or is abandoned. Often these reports are accompanied by photos of the property to help illustrate why the property is abandoned, unsafe or dangerous.

- 2. Governing Body passes a Resolution that fixes a time and place at which the owner, the owner's agent, any lienholders of record and any occupant of such structure may appear and show cause why such structure should not be condemned and ordered repaired or demolished in the case of unsafe or dangerous structures or rehabilitated in the case of abandoned property.
- 3. Resolution is published once each week for two consecutive weeks on the same day of each week.
- 4. The matter is set for hearing before the Governing Body at least thirty days after the date of the last publication.
- 5. A copy of the Resolution is mailed by certified mail within three days after its first publication to each such owner, agent, lienholder and occupant at the last known address with the letter marked as "deliver to addressee only."
- 6. At the date set for the hearing the Governing Body hears all evidence submitted by the owner, the owner's agent, lienholders of record and occupants having an interest in the structure as well as evidence submitted by the enforcing officer filing the statement.
- 7. Governing Body makes findings. If the Governing Body finds that the structure is unsafe or dangerous such resolution shall direct the structure to be repaired or removed and the premises made safe and secure. If the Governing Body finds that the property is abandoned, the governing body may authorize the rehabilitation of the property as provided by K.S.A. 12 1756a.
- 8. Resolution containing findings is published once in the official city paper and a copy mailed to the owners, agents, lienholders of record and occupants in the same manner provided for the notice of hearing, i.e., certified mail within three days of the publication of the Resolution to last known address marked as "deliver to addressee only."
- 9. Resolution should fix a reasonable time within which the repair or removal of the structure shall be commenced and a statement the if the owner of such structure fails to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be repaired or razed and removed in the case of unsafe or dangerous structures or rehabilitated in the case of abandoned property.
- 10. If the owner fails to commence the repair or removal of the structure within the time stated in the resolution or has failed to diligently prosecute the same thereafter, the city may proceed to raze and remove such structure, make the premises safe and secure, or let the same to contract. The City shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay the costs of removing such structure and making the premises safe and secure. Any money is excess of the costs shall be paid to the owner of the premises upon which the structure was located.

11. The City shall give notice to the owner of the structure by restricted mail of the total costs incurred by the city in removing the structure and making the premises safe and secure and providing notice. The notice shall state that payment of such cost is due and payable within 30 days following receipt of such notice. If the cost is not paid with the thirty-day period and if there is not salvageable material or if money received from the sale, the balance shall be collected in the manner provided by K.S.A. 12-1,115 or assessed as a special assessment against the lot or parcel. See 12-1755 for procedure.

COUNCIL ACTION NEEDED: Consider the proposed resolution to set a hearing date for June 23, 2016 on all of the included condemnations.

STAFF RECOMMENDATION TO COUNCIL: Approve the resolution as presented.

RESOLUTION NO.

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS, AT WHICH THE OWNERS, THE OWNERS' AGENT, ANY LIENHOLDERS OF RECORD, AND ANY OCCUPANT AND OTHER PARTIES IN INTEREST OF STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED IN THE CASE OF UNSAFE OR DANGEROUS STRUCTURES.

WHEREAS, the enforcing officer of the City of Osawatomie, Kansas, did on the 24th day of March, 2016, file with the Governing Body of said City, a statement in writing that the structures hereinafter described, are either abandoned, or unsafe and dangerous.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS, as follows:

That a hearing will be held on the 23rd day of June, 2016, before the Governing Body of the City at 6:30 p.m., at Memorial Hall, 411 11th Street, Osawatomie, Kansas at which the owners, the owners' agents, any lienholders of record, any occupants and other parties in interest, as that term is defined by law, of the following described structures:

- 1. Lot 15 And 16, Block 1, In Miller's Addition To The City Of Osawatomie, Miami County, Kansas; Commonly Known As **110 Brown**;
- 2. Lots 16, 17, 18, 19, 20, In Block 13, Lasher's Addition To The City Of Osawatomie; Commonly Known As **222 Lincoln**;
- 3. Lot 5, Block 2, Blaine's Addition To The City Of Osawatomie, Miami County, Kansas Commonly Known As **317 Mill**;
- 4. Lot Twenty-Three (23), In Block Twenty-Five (25), In The City Of Osawatomie, Miami County, Kansas; Commonly Known As **334 Main**;
- 5. Lot 8, Block 18 Of The Original Townsite Of The City Of Osawatomie, Miami County, Kansas; Commonly Known As **427 Lincoln**;
- 6. Lot Eleven (11), In Block Four (4) Of J.C. Chestnut's Addition To The City Of Osawatomie; Commonly Known As **805 Chestnut**;

- 7. Lot 5, Block 3 Of Mary P. Smith's Subdivision Of Lots 8, 9, 10, 14 And 19 Of Mary G. Crane's Addition, To The City Of Osawatomie, Miami County, Kansas; Commonly Known As **917 Pacific**;
- 8. Lots Number Ten (10) And Eleven (11), In Block Number Eight (8) Of Caffery And Sheldon's Addition To The City Of Osawatomie, Miami County, Kansas; Commonly Known As **1003 Chestnut**;
- 9. The North 93.25 Feet Of The West One-Half Of Lot 18 And The North 93.25 Feet Of Lots 19 And 20 In Block 2, In Lowes Addition To The West Highlands Addition In The City Of Osawatomie, Miami County, Kansas; Commonly Known As **1635 Main**;

may appear and show cause why such structures should not be condemned and ordered repaired or demolished in the case of unsafe or dangerous structures.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once each week for two consecutive weeks on the same day of each week with at least thirty days between the last publication and the date set for the hearing herein.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be mailed by certified mail within three days after its first publication to each owner, owners' agent, lienholder and occupant and other party in interest at the last known address marked "deliver to addressee only."

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 28th day of April, 2016, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

	L. Mark Govea, Mayor
(SEAL)	L. Mark Govea, Mayor
ATTEST:	
Tammy Seamands, City Clerk	

Address	Owner	Notes
317 Mill	SN Servicing Corporation	Boarded up,roof bad, facia missing, City Mows
334 Main	Ronda & Gerald Chase	Trash/Nuisances, gutted, hole in floors
805 Chestnut	Bill Smith	No windows, doors, sheet rock, City boarded up, roof
		getting bad
1003 Chestnut	Floyd and Phyllis Stephens	shed horrible, brush, windows
110 Brown	Creative Custom Homes	Meters Pulled, 3-units, west wall boarded up, stairs
		removed, siding missing, insulation
1635 Main	Stan Gray	Broken windows, gutters falling off, growing brush
222 Lincoln	Frank Austin	Siding peeling, aluminum sided, metal roof, old trailer,
		skirting 1/2 gone under belly, hanging down rim joist
		rotten
917 Pacific	Derrick Gould	Wide open
427 Lincoln	Sam Peace	Posted DNO, opening in skirt, porch falling apart
618 1st	Stan Gray	Poch falling in, roof bad shape, garage leaning badly,
	,	was being lived in
136 Pacific	Doug Jenkins	Will fix, siding falling off, rear enclosed porch
		removed, stairs removed, nearly gutted, roofing facia,
		lath boards in backyard
516 5th	Doug and Angela Malone	Doug Jenkins-Porches falling down, roof bad
501 Walnut-Addition	In-Land Construction	Primary Structure-Yellow
502 11 0 0 7 10 0 10	20.10 00.100 00.101.	Addition- Bright Red
316 Brown	Brent Oliver	Fire
337 Walnut	Glenn Minden	Porch collapsed, brush, roof in bad shape, no gutters,
337 Walliat	Gierin Williaen	siding coming off
417 9th	Donald Mahoney	Broken windows, porch and roof in bad shape,
	2 on and manierie,	houseroof not in bad condition
611 1st	Stan Gray	Been told kitchen floor is gone, brush growing, gutters
011 101	July Start	falling off and fence in bad shape
301 Reed	Mark Gabbert	new garage doors, fence is up, 2007 flood damage
837 Chestnut	David Stuteville	Roof covering and structure bad, sway back bad,
007 0.1000.100		vacant
512 5th	Ovaldyne Associates	Roof new, repairs to masonry, new doors
905 9th	Bill Smith	Sewer backup, posted DNO, roof leaks
1017 Pacific	Allen D. Franks	siding, gutters, property secured, posted DNO,
		overgrowth, broken fence, crawl space open
716 10th	Verlyn and Beverly Scott	newer roof, back porch and deck in bad shape, shed ir
, 10 10	Terry and Developed	bad condition
700 Pacific	Clinton Brown	porch and roof coming off, missing siding, gutter
	G	slouching, broken windows, shingles missing
1013 Chestnut	Bill Smith	cracks in building, bad roof, vacant
905 4th	Doug Malone	roof falling, gutters
1116 4th	Larry Gibbons	fire, mostly secure, attic open, siding
1111 4th	Eddie Shay	missing column, chipped siding, gutters
705 Lincoln	327 Stanton LLC	Windows wide open, Brush growing
736 Parker	Angela Cook	Brush growing, tree limbs, porch falling apart
	Bill Smith	posted DNO, porch and roof slanted
11/5() Main Terr	5m 5mm	posted bito, poten and root statted
1750 Main Terr	Patriots Rank	new owner remodel permit
1750 Main Terr 1129 Walnut 1024 Walnut	Patriots Bank Walt Medlin	new owner, remodel permit paint peeling, windows broke, porch and roof not in

Housing Triage List

818 Walnut	Paul Deering	windows, siding falling off, shed in poor condition, roof good
438 Lincoln	Charlene Brunts	nuisance and brush
529 Walnut	Brewers Auto Repair	roof, gutters
33905 Osawatomie Rd	State of Kansas	
30120 341st Terr.	Deutsche Bank- Ft. Worth, TX	
1729 Lockhart Ln.	Robert Wetzel	thin spots on roof, no paint
729 Brown	Ronald Taylor	roof bad
1130 Walnut	Patriots Bank	Driveway in poor condition, retaining walls fall
327 Lincoln	Jeff Needham	
1105 Chestnut	Bill Smith	
317 9th	LA Vonne M Franks	
Old Swenson	1009 Pacific LLC	
34111 Osawatomie Rd	Gerald Gowing	
(Red Fox)		
1002 5th	Charles Lee Smith JR	Fire, porch roof bad, accessory structures 1-2 bad, nuisances
704 Carr	Bobby Medlin	no roof, possible remodel
326 Main	James and Kathleen Mitzner	
708 10th	Anthony Frank	new roof - repo
720 Brown	Richard Morton	Roof bad, occupied with utilities
1108 Main	John Troy Medlin	East wall has no siding , part of roof missing
302 Lincoln	Secretary of HUD	been vacant for years

-	
ı	Immediate Demolition- Severe Cosmetic and Structural Issues
I	Alternates for Immediate Demolition- Severe Cosmetic and Structural Issues
	Moderate Strcutural and Severe Cosmestic Issues
ĺ	Minimal Structural and Severe Cosmetic Issues



April 4, 2016

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

Attention: Don Cawby

City Manager

Subject: PROPOSAL FOR CONSULTING SERVICES

Project Name: City of Osawatomie KS City Hall Repair

Project Location: Osawatomie, Kansas Proposal Number: KSE16B23.05.03

PROJECT DESCRIPTION:

The services listed in this proposal are intended to provide the consulting services requested for the above listed project. This project involves the following items of concern:

- 1) Existing delaminated brick veneer on the East wall of the gymnasium,
- 2) Existing loose, unsecured stone above the main entrance of the gymnasium,
- 3) Any other items of structural concern related to the building.

SCOPE OF SERVICES:

The proposed scope of services for this project will be performed by a licensed Professional Engineer registered in the State of Kansas. Special inspections as required by code and/or by local government are not included in the following scope of services.

- 1.) Review existing building plans, reports and any other relative information made available to us during the project to become knowledgeable of the existing conditions.
- 2.) Provide on-site reviews at the project location to collect project data to visually evaluate the existing conditions and items of concern associated with the project.
- 3.) Perform a structural engineering analysis of any deteriorated structural elements of concern. The structural analysis will be per the International Building Code.
- 4.) Provide written reports, letters, recommendations, stabilization plans, repair plans and construction administration services as required upon your request as needed to facilitate the project.
- 5.) Provide correspondence and discussions pertaining to the project.
- 6.) Provide site visits requested by the contractor during construction to review existing conditions encountered during construction.

COMPENSATION FOR SERVICES:

Due to the nature of the project, Krudwig Structural Engineers, Inc. will provide the services listed above for a fee on an hourly rate and incurred expenses basis not to exceed \$10,000.00 (Ten Thousand Dollars). This fee is an estimate only and the actual fee may be adjusted based upon services requested. Any adjustments in fee shall be provided in writing and approved in writing prior to services being rendered.

Any additional services requested beyond the scope of this proposal shall be approved in writing and will be invoiced on an hourly rate and incurred expenses basis as follows:

Hourly Rate Schedule:

EmployeeHourly RateProfessional Engineer\$125.00Engineer-In-Training\$100.00CADD Technician\$75.00Administrative Assistant\$50.00

Expense Rate Schedule:

<u>Description</u> <u>Expense Rate</u>
mileage \$0.65 per mile
all other expenses at cost

For services requested, the time of travel to and from the office to the project site, meeting location or for any other service requested shall be included in the time worked on the project. After-hours, holiday and weekend rates for hourly service shall use a multiplication factor of 2.0.

INVOICING SCHEDULE:

Invoices in the amount to be determined based upon actual time and expenses incurred on the project will be submitted on a monthly basis throughout the duration of the project.

All invoices will be due within 60 days of receipt.

PROJECT SCHEDULE:

Krudwig Structural Engineers, Inc. is prepared to begin the services after receipt of written authorization.

AUTHORIZATION:

To authorize these services, please execute the attached Agreement on the next page by completing Section 4 and return the 1 page Agreement by email to ikrudwig@krudwig.com, by fax or by mail.

I appreciate this opportunity to provide this proposal for the structural engineering services requested for this project. If you have any questions concerning this proposal or if I can serve you in any other way, please feel free to contact me. I look forward to working with you on this project.

Sincerely.

John A. Krudwig, P.E.

John A. Krudwig

Structural Engineer - Kansas P.E. 16036

Kansas Certificate of Authorization E-1192

- ACI American Concrete Institute Kansas Chapter Board of Directors Member
- ICRI International Concrete Repair Institute Great Plains Chapter Board of Directors Member and Past President

A35

AGREEMENT

<u>Krudwig Structural Engineers, Inc.</u> (hereinafter referred to as CONSULTANT) is pleased to provide the services listed below for <u>City of Osawatomie</u>, <u>Kansas</u> (hereinafter referred to as CLIENT). The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization to proceed and for payment.

1. General Information:

Title

A. Proposal Number: KSE16B23.05.03

B. Proposal Date: April 4, 2016

C. Project Name: City of Osawatomie KS City Hall Repair

2. Scope of Services and Understanding of Project:

A. As stated in the Proposal referenced in items 1A and 1B above.

- 3. Agreement Documents. The following documents are part of this Agreement and are incorporated herein by referral:
 - A. General Conditions (included on pages 4 and 5)
 - B. Proposal referenced in items 1A and 1B above.
 - C. Plans, Reports, Specifications and other documents provided by CLIENT prior to the Proposal date listed above.
 - D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Agreement Documents, the provision in the Agreement Document first listed above shall govern.

4. Authorization to proceed and for payment. (To be completed by CLIENT)

For Payment of Services, inv	oice to:	
Firm:		
Attention:	Title:	Telephone:
Address:		
City:	State:	Zip Code:
The undersigned hereby acc has full authority to bind CLI		tions set forth in this Agreement and warrants that he/she
Accepted this	day of	20
Signature of Authorized CLII	ENT Representative	Signature of Authorized CONSULTANT Representative
Print Name		John A. Krudwig Print Name
		Structural Engineer

RETURN ONE (1) EXECUTED COPY TO

Title

Krudwig Structural Engineers, Inc. 11263 Strang Line Road • Lenexa • Kansas • 66215 Phone: (913) 660-0584 • www.krudwig.com

Page 3 of 5 – Proposal Number: KSE16B23.05.03

GENERAL CONDITIONS

- 1. PARTIES AND RESPONSIBILITIES: CONSULTANT has the responsibility for providing the services described under the Scope of Services section of the Proposal. The services shall be performed according to the Standard of Care provision listed below and shall be completed in a timely manner. The party authorizing CONSULTANT's services is responsible for providing CONSULTANT with a clear understanding of the project nature and intended scope. CLIENT shall also communicate changes in the nature and intended scope of the project as soon as possible to CONSULTANT during performance of CONSULTANT's services so that the changes can be incorporated into the Contract Documents. CONSULTANT's work is for the exclusive use of CLIENT. In no event shall CONSULTANT have any duty or obligation to any third party greater than that set forth in this Agreement. The authorizing of services from CONSULTANT shall constitute acceptance of the terms of CONSULTANT's proposal and these General Conditions.
- 2. STANDARD OF CARE: In performing its professional services, CONSULTANT will use the degree of care and skill ordinarily exercised under similar circumstances by members of CONSULTANT's profession practicing in the locality of the project. No other warranty, expressed or implied, is made. CLIENT recognizes that structural conditions may vary from those observed at locations at the project site where investigations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT at the time of service. CONSULTANT shall not be responsible for other parties' interpretations or use of the information developed.
- 3. SCHEDULE DELAY: CONSULTANT shall not be in breach of this Contract nor liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of CONSULTANT. If CONSULTANT is required to delay commencement of the services, or if, upon embarking upon its services, CONSULTANT is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by CLIENT, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of CONSULTANT, additional charges will be applicable and payable by CLIENT.
- **4. ACCESS TO PROJECT SITE:** CLIENT will arrange for right-of-entry to the project site for all personnel necessary for CONSULTANT to perform the services set forth in this Agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. CONSULTANT will take reasonable precautions to minimize damage to the project site, but it is understood by CLIENT that, in the normal course of services, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- **5. UNANTICIPATED CONDITIONS:** CLIENT agrees to advise CONSULTANT of all known conditions existing on or near the project site that present a potential danger to health, safety or the environment. Should CONSULTANT encounter conditions on or near any project site which were not reasonably anticipated and/or which increase the risk involved in CONSULTANT's performance of the services, upon notice to CLIENT, CONSULTANT, in its sole discretion, may (i) continue to perform the services to completion, (ii) suspend activities and prepare a Change Order Request prior to proceeding with services or (iii) terminate all services. Such termination shall not be a breach of this Contract by CONSULTANT. In such event, CLIENT agrees to notify the appropriate federal, state or local agencies, as required by law, and otherwise to disclose in a timely manner any information that may be necessary to ensure project site safety and to prevent damage to health and/or the environment. CLIENT acknowledges that CONSULTANT may be required to provide such notice or to make such disclosures if CLIENT fails to do so and agrees to hold CONSULTANT harmless therefore.
- **6. INDIRECT DAMAGES:** CONSULTANT shall not be responsible to CLIENT or to any third party for any economic, consequential or incidental damages (including but not limited to; loss of use, income, profits, financing or reputation) arising out of or relating to this Agreement or the performance of the services.
- 7. CONTRACT DOCUMENTS: CONSULTANT will furnish CLIENT with the agreed upon number of Contract Documents. Contract Documents shall refer to work product(s) produced by CONSULTANT. All Contract Documents shall be CONSULTANT's sole property, as author and owner, and CONSULTANT hereby reserves and shall retain all common law, statutory and other rights thereto, including copyrights. CONSULTANT may retain copies of any or all Contract Documents and CLIENT-provided documents. CLIENT agrees that all Contract Documents furnished to CLIENT or its agents or designees, if not paid for or if improperly used, will be returned upon demand and will not be used for any purpose whatsoever. CLIENT agrees that under no circumstances shall any Contract Documents be used at any location or for any project not expressly provided for in this Agreement without CONSULTANT's prior written permission.
- **8. OPINIONS OF COST:** If included in the Scope of Services, CONSULTANT will provide opinions of cost of construction based upon CONSULTANT's experience on similar projects. However, such opinions are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance by CONSULTANT in writing. CLIENT understands the actual cost of construction depends on many factors beyond CONSULTANT's control and may vary significantly from CONSULTANT's opinion.
- 9. BILLING AND PAYMENT TERMS: CLIENT will be invoiced by CONSULTANT per the Invoicing Schedule outlined in the Proposal. CLIENT agrees to pay each invoice within thirty (30) calendar days from the date printed on the invoice. If payment is not received by CONSULTANT within 30 calendar days from the date printed on the invoice, CLIENT agrees to pay the lesser of 1 ½% per month or the maximum rate allowed by law on the past due amount until the past due amount is paid in full. CLIENT agrees to pay CONSULTANT's cost of collection of all amounts that remain due and unpaid after sixty (60) calendar days, including court costs and reasonable attorney's fees. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify CONSULTANT in writing within fifteen (15) calendar days from the date printed on the invoice, state reasons for the objection, and pay that portion of the invoice not in dispute. Failure of CLIENT to provide such written notice within the allowed 15-day period shall be deemed to be a waiver of all objections to that invoice. CONSULTANT may suspend, without notice, any and all services if payment of any invoiced amount not reasonably in dispute is not received by CONSULTANT within thirty (30) calendar days from the date printed on the invoice and shall constitute a release of CONSULTANT from any and all claims which CLIENT may have, either in tort or contract, and whether known or unknown at the time.
- 10. ASSIGNMENT: This Agreement may not be assigned by either party without the prior written permission of the other. CLIENT acknowledges that CONSULTANT may subcontract portions of the services in performing the Scope of Services without the approval of CLIENT.

GENERAL CONDITIONS - CONTINUED

- 11. TERMINATION: This Agreement may be terminated without cause by either party upon fourteen (14) calendar days prior written notice. In the event of termination, CONSULTANT shall be compensated by CLIENT for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place CONSULTANT's files in order and/or protect its professional reputation. Upon termination of this Agreement, CONSULTANT shall have no further liability to CLIENT for any unperformed services under this Agreement.
- 12. DISPUTE RESOLUTION: All claims, disputes and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this Agreement will be submitted to "Alternative Dispute Resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then (i) the claim will be brought and tried within the state courts of Kansas located in Johnson County, Kansas and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (ii) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.
- **13. SURVIVAL:** In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.
- **14. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Kansas. Each of the parties acknowledges that it has had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter.



401 E. Hudson St., Fort Scott, KS 66701 Ph: (620) 223-3700 Fax: (620) 223-5052 www.midcontinental.com

April 14, 2016

Ted Bartlett, Bldg. Inspector City of Osawatomie 439 Main St. PO Box 37 Osawatomie. KS 66064

RE: Stone Veneer Removal

City Auditorium - Osawatomie

Dear Mr. Bartlett:

After reviewing our schedule, we have an opening where this work could be performed starting May 2, 2016. In order to start on that date, we would need this proposal signed and returned as soon as possible. Attached is our proposal for the work to be performed on the above referenced project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Paul Underwood Senior Estimator / Project Manager Cell: (913) 530-7157 paul_underwood@midcontinental.com

PU/kc

Encl.

Fort Scott, KS ■ Fort Worth, TX ■ Oklahoma City, OK ■ Parkston, SD ■ Tulsa, OK



401 E. Hudson St., Fort Scott, KS 66701 Ph: (620) 223-3700 Fax: (620) 223-5052 www.midcontinental.com

PROPOSAL / CONTRACT

April 14, 2016

From: Paul Underwood, Senior Estimator / Project Manager, Fort Scott, KS

Cell: (913) 530-7157 email: paul_underwood@midcontinental.com

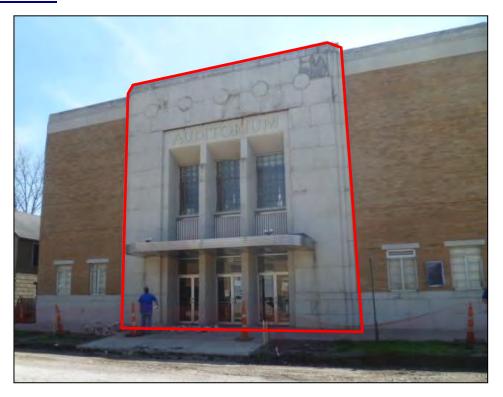
To: Ted Bartlett, City of Osawatomie, 439 Main St. PO Box 37, Osawatomie, KS 66064

email: codes@osawatomieks.org

Subject: Stone Veneer Removal

Job Name: City Auditorium – 439 Main St., Osawatomie, KS

BASE BID: REMOVAL OF THE STONE VENEER IN THE AREA OUTLINED IN THE PHOTO BELOW



City Auditorium - Osawatomie

Page 2 of 7

- (1) MCR shall carefully dismantle the stone veneer on the North entryway of the auditorium. This shall be completed by using a crane truck and aerial personnel lift. The stone shall be removed and placed in a dump truck provided by the City of Osawatomie for disposal. Upon completion of the removal, the back-up shall be closely inspected and if necessary, repairs and weather protection are needed, these shall be completed on a Time & Material basis at the rate of \$65.00 per man hour plus materials at cost with an addition of 15% for overhead and handling.
- (2) The Owner shall be responsible for necessary roof repairs where the coping stone is removed.
- (3) If the canopy is left intact, we shall carefully protect the top surface with 2 X 10 planking, scaffold grade, with ¾ inch plywood covering. This is in order to prevent as much damage as possible.
- (4) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished
- (5) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (6) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (7) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of: THIRTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS The above price shall be valid for a period of sixty (60) days

\$38,418.00

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If BASE BID is accepted, please sign here:	Mid-Continental Restor	ation Co., Inc.
Ву:	Ву:	
Owner/Owner Representative Dated	Contractor	Dated

City Auditorium – Osawatomie

Page 3 of 7

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a Project Exemption Certificate Form PR-74, prior to ordering materials or beginning the project. To apply for a Project Exemption Certificate (PR-74) please complete the attached application Form PR-76 and fax it to (785) 296-7928, as listed on the form. can also find additional information and request the certificate http://www.ksrevenue.org/pecwelcome.html. Once the state sends you the Project Exemption Certificate (PR-74), please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price. Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your Sales and Use Tax Entity Exemption Certificate Form PR-78RO or the Kansas Exemption Number shown on the Certificate PR-78RO. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND <u>RETURN THE COMPLETE PROPOSAL</u> TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDIATION THEREOF.

Superior Masonry & Restoration Inc.

Bob Salazar
P.O. Box 334
Garnett KS 66032
(785) 304-2509

To: City of Osawatomie
City Hall
ATTN Ted Bartlett

Bid #1 City Hall (North Elevation)

We would propose to remove all precast stone from façade of auditorium starting at the top and working down to ground level. Aerial man lifts and skytrax telehandlers will be used for proper safety. Existing awning will be removed with care taken for future use. At the end of each day a careful inspection of areas were stones were removed will be made for safety and that building is watertight. All stone removed shall be loaded and hauled off by city. Safety will be a priority at all times. All labor and material included for the total sum of thirty thousand nine hundred dollars. (\$30,900.00)

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 28, 2016

AGENDA ITEM: CDBG Sports Complex Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: This morning the bids on the remainder of the sports complex where opened. Bid information and the budget is attached. The low bid on the project would require the USD 367 to provide \$60,000 out of pocket on the project. After discussions with Superintendent French, BG Consultants and Governmental Assistance Services, we believe the right move is to reject the bids, refine the project and rebid the project.

COUNCIL ACTION NEEDED: Consider the staff recommendation.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the Council "Reject the bids and rebid the project, subject to approval from the Department of Commerce." Should the Department not allow the City to reject the bids and retain grant funds, then at that time, the bid consideration would be suspended subject to the Department of Commerce's guidance.

BID TABULATIONS Karl E. Cole Sports Complex Improvements Osawatomie, Kansas Bid Letting April 28, 2016 15-1372L

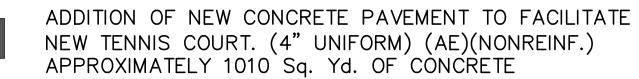
				Engineer's Estimate		McConnell & Associates			Gunter Construction Company			Mega Industries		es				
Item #	<u>Description</u>	Quantity	<u>Unit</u>	Į į	Unit Price			Unit Price			Į.	Unit Price				Unit Price		
Storm	Shelter, East Parking Area, and Sidewalk																	
1.	Mobilization	1	Lump Sum	\$	15,000.00	\$ 15,00	0.00	\$ 1,450.00	\$	1,450.00	\$	17,505.00	\$	17,505.00	\$	16,225.00	\$	16,225.00
2.	Contractor Construction Staking	1	Lump Sum	\$	2,000.00	\$ 2,00	0.00	\$ 850.00	\$	850.00	\$	2,250.00	\$	2,250.00	\$	1,200.00	\$	1,200.00
3.	Removal of Existing Structures	1	Lump Sum	\$	1,800.00	\$ 1,80	0.00	\$ 750.00	\$	750.00	\$	5,730.00	\$	5,730.00	\$	16,000.00	\$	16,000.00
4.	Unclassified Excavation	200	Cu. Yd.	\$	25.00	\$ 5,00	0.00	\$ 30.00	\$	6,000.00	\$	38.56	\$	7,712.00	\$	30.75	\$	6,150.00
5.	Compaction of Earthwork (Type B)(MR-90)	200	Cu. Yd.	\$	6.00	\$ 1,20	0.00	\$ 3.00	\$	600.00	\$	5.84	\$	1,168.00	\$	4.25	\$	850.00
6.	Aggregate Base (AB-3)(6")	100	Sq. Yd.	\$	12.50	\$ 1,25	0.00	\$ 12.75	\$	1,275.00	\$	7.62	\$	762.00	\$	3.50	\$	350.00
7.	Extend Tennis Court - Concrete Pavement (4" Uniform)(AE)	1010	Sq. Yd.	\$	40.00	\$ 40,40	0.00	\$ 45.00	\$	45,450.00	\$	37.50	\$	37,875.00	\$	33.50	\$	33,835.00
8.	Resurface Basketball and Tennis Courts (Acrylic Surface)	1	Lump Sum	\$	26,000.00	\$ 26,00	0.00	\$ 29,925.00	\$	29,925.00	\$	26,460.00	\$	26,460.00	\$	36,500.00	\$	36,500.00
9.	Basketball Goal with Pole and Footing	4	Each	\$	3,500.00	\$ 14,00	0.00	\$ 2,790.00	\$	11,160.00	\$	2,440.00	\$	9,760.00	\$	2,650.00	\$	10,600.00
10.	Tennis Court Net with Poles and Footings	2	Each	\$	2,000.00	\$ 4,00	0.00	\$ 2,000.00	\$	4,000.00	\$	1,775.00	\$	3,550.00	\$	1,950.00	\$	3,900.00
11.	Chain Link Fencing (10' Height)(4 Gates)	748	Lin. Ft.	\$	40.00	\$ 29,92	0.00	\$ 78.25	\$	58,531.00	\$	63.00	\$	47,124.00	\$	67.50	\$	50,490.00
12.	Light Figture Head Group (LED)	8	Each	\$	2,475.00	\$ 19,80	0.00	\$ 2,045.00	\$	16,360.00	\$	2,587.00	\$	20,696.00	\$	2,400.00	\$	19,200.00
13.	25' Light Pole (Square Straight Steel)	6	Each	\$	1,500.00	\$ 9,00	0.00	\$ 1,085.00	\$	6,510.00	\$	1,855.00	\$	11,130.00	\$	1,100.00	\$	6,600.00
14.	Electrical	1	Lump Sum	\$	22,500.00	\$ 22,50	0.00	\$ 35,825.00	\$	35,825.00	\$	29,600.00	\$	29,600.00	\$	41,000.00	\$	41,000.00
		Base	Bid Total =	\$	•	191,870	0.00	\$		218,686.00	\$			221,322.00	\$	•		242,900.00
Alterr	nate No. 1																	
No	Description	Quantity	Units		Unit Price			Unit Price				Unit Price				Unit Price		
15.	Prefabricated Cloth Canopy (30' x 40')(Installed)	1	Lump Sum	\$	15,000.00	\$ 15,00	0.00	\$ 9,590.00	\$	9,590.00	\$	11,300.00	\$	11,300.00	\$	12,500.00	\$	12,500.00
16.	Concrete Footings for Canopy	4	Each	\$	800.00	\$ 3,20	0.00	\$ 665.00	\$	2,660.00	\$	730.00	\$	2,920.00	\$	825.00	\$	3,300.00
		Alternate N	lo. 1 Total =	\$		18,20	0.00	\$		12,250.00	\$			14,220.00	\$	•		15,800.00
	Grand 1	Total Base Bid + A	dd Alt 1 =	\$		210,070	0.00	\$		230,936.00	\$			235,542.00	\$			258,700.00

CDBG Sports Complex Project Budget

	May-15		Apr-16		Already		Current Bid		Altamata		
		EPOC	 EPOC	Cc	mmitted		w/o alt	_A	ternate		TOTAL
COMPLEX											
Construction Items											
Bleachers	\$	56,000	\$ 56,654	\$	56,654			\$	-	\$	56,654
Courts		144,200	191,870		-		218,686		-		218,686
Shade Structure		15,700	18,200		-				12,250		12,250
Subtotal	\$	215,900	\$ 266,724	\$	56,654	\$	218,686	\$	12,250	\$	287,590
Eng Design	\$	21,200	\$ 21,200	\$	21,200			\$	-	\$	21,200
Inspection		15,900	15,900		15,900				-		15,900
Subtotal COMPLEX	\$	253,000	\$ 303,824	\$	93,754	\$	218,686	\$	12,250	\$	324,690
MAIN ST SIDEWALKS	\$	112,000	\$ 128,198	\$	128,198	\$	-	\$	-	\$	128,198
Grant Admin		20,000	20,000		20,000						20,000
TOTAL	\$	385,000	\$ 452,022	\$	241,952	\$	218,686	\$	12,250	\$	472,888
Funds											
CDBG	\$	350,000	\$ 350,000	\$	190,754	\$	159,246	\$	-	\$	350,000
City		35,000	51,198		51,198		-		-		51,198
USD 367		-	50,824		-		59,440		12,250		71,690
TOTAL	\$	385,000	\$ 452,022	\$	241,952	\$	218,686	\$	12,250	\$	472,888
CDBG Funds Availa	able			\$	159,246	\$	-	\$	-	\$	-



<u>LEGEND</u>





CLOTH CANOPY, 40' x 30'



10' HIGH CHAIN-LINK FENCING AROUND PERIMETER AND TO DIVIDE THE TENNIS COURT AND BASKETBALL COURT. PROVIDE WITH WINDSCREEN. 748' TOTAL LENGTH. 4" O.D. FENCE POSTS WILL REQUIRE 18" CORE DRILL, 4' DEEP. 4 GATES. SEE SPECIFICATIONS FOR ADDITIONAL DETAIL.



PROPOSED GATE LOCATIONS



RAIN WATER RUN-OFF DIRECTION. COURTS WILL DRAIN 0.5%-1% TO THE NORTHWEST.

RESURFACING NOTE:
COURT TO BE RESURFACED USING AN ACRYLIC BASED RESURFACER. LINE PAINTINGS 100% ACRYLIC EMULSION TYPE. SEE SPECIFICATIONS.

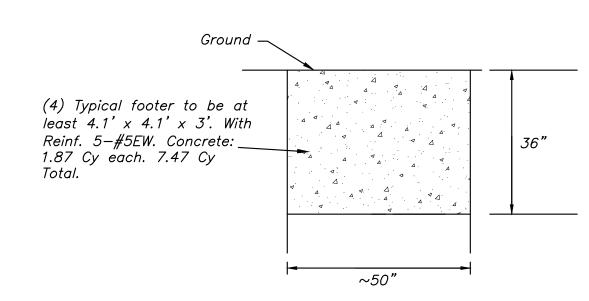
COURT NOTES:
TENNIS COURT DIMENSIONS ARE UNITED STATES TENNIS ASSOCIATION
REGULATION DOUBLE COURT STANDARDS. SEE SPECIFICATIONS FOR
PAINT MARKINGS

BASKETBALL COURT DIMENSIONS ARE HIGH SCHOOL STANDARDS. SEE SPECIFICATIONS FOR PAINT MARKINGS

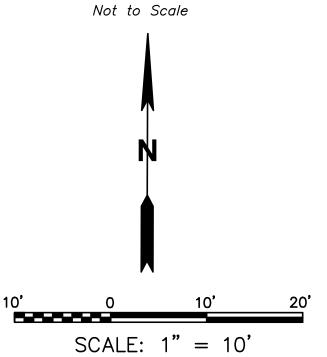
SEE SHEET 4 FOR LIGHTING LAYOUT, ELECTRICAL TRENCHING NOTES, AND PANEL LOCATIONS.

ENTIRE SURFACE TO SLOPE 0.5% TO 1% TO THE NORTHWEST.

CANOPY NOTE (ADD ALTERNATE #1):
COMMERCIAL RECTANGULAR SHADE STRUCTURE WITH DIMENSIONS 30'X40'X12' HEIGHT (OUTSIDE EDGE). SEE SPECIFICATIONS FOR MORE



FOOTER DETAIL — CANOPY/SHADE STRUCTURE





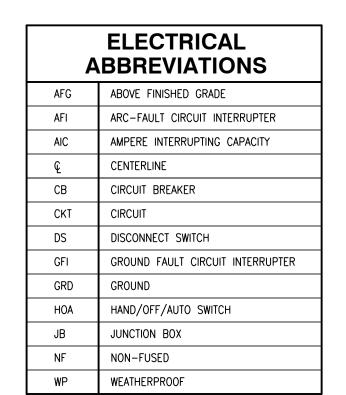
DATE INITIALS	DTM			
DATE	04/18/2016 DTM			
REVISIONS	REVISION #1			



Engineer: BPK Drafter:

Check: Date: 03-29-201 BG Project No.

15-1372L



Mark

REMARKS:

MANUF

FINAL AIMING OF FIXTURE HEAD.

FOR TYPE SL-B FIXTURE HEADS.

MODEL

PROVIDE FLOOD TYPE FIXTURE. PROVIDE WITH SIGN OPTIC DISTRIBUTION.

SL-A | CREE | FLD-EHO-SN-HV-120-E-UL-BK-1000

SL-B | CREE | FLD-EHO-SN-HV-240-E-UL-BK-1000 |

4. TILT HEAD UP TO 55 DEGREES ABOVE HORIZONTAL.

	ELECTRICAL SYMBOLS LEGEND										
Ч	DISCONNECT SWITCH										
	JUNCTION BOX										
R	RELAY										
Ó	MOTOR										
	PANELBOARD										
	ELECTRICAL EQUIPMENT										
/ # <	BELOW GRADE CONDUIT										
/	EXPOSED CONDUIT										
A/1	HOMERUN - PANEL/CIRCUIT NO.										
*	GROUND, NEUTRAL, HOT/TRACER WIRE (2) #12, #12 GRD IN 1/2"C										
) -	SYSTEM GROUND POINT										
0-	SITE LIGHTING (POLE MOUNT)										

SITE LIGHTING FIXTURE SCHEDULE

LAMP / QUANTITY

TYPE

120 LED

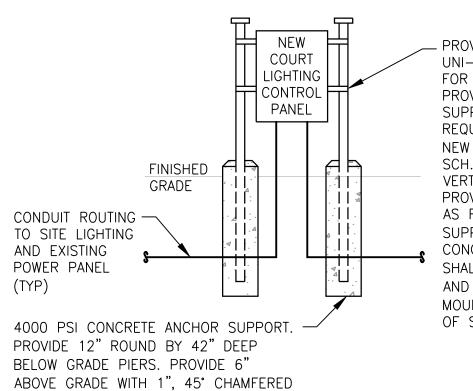
240 LED

2. PROVIDE WITH UNIVERSAL HORIZONTAL/VERTICAL TENON MOUNT. PROVIDE MOUNTED IN HORIZONTAL POSITION TO ALLOW FOR

5. PROVIDE WITH 4,000K LED LAMPS WITH 1,000MA DRIVER. INITIAL LUMENS SHALL BE MINIMUM 24,600 FOR TYPE SL-A AND 29,200

6. PROVIDE UNIVERSAL VOLTAGE FOR 208V/240V. CONTRACTOR TO VERIFY EXISTING POWER ON SITE AND PROVIDE AS REQUIRED.

1. PROVIDE WITH 25' TALL CREE POLE MODEL PSFS25ST25' - 0" SQUARE STRAIGHT STEEL POLE, WHITE FINISH.



TOP (TYP 2)

REMARKS

PROVIDE NEW GALVANIZED STEE UNI-STRUT HORIZONTAL SUPPO FOR LIGHTING CONTROL PANEL PROVIDE MIN 2 HORIZONTAL SUPPORTS IN SIZE AND SPACIN REQUIRED TO ADEQUATELY SUPP NEW EQUIPMENT. PROVIDE NEW SCH. 40 GALVANIZED STEEL VERTICAL SUPPORT WITH CAP. PROVIDE CONNECTION OF UNI-AS REQUIRED. EXTEND VERTIC SUPPORTS MINIMUM OF 36" INT CONCRETE PIERS. NEW EQUIPM SHALL BE MOUNTED BETWEEN AND 5'-6" AFG WITH SWITCHES MOUNTED AT 42" AFG TO CENT OF SWITCH

Equipment Support Detail

EL ORT	HAND HOLE	
•	GROUNDING LUG	
NG AS PPORT EW 3"	3/4" CHAMFERED CORNERS	
-STRUT CAL NTO PMENT 3'-0" S TER	FINISHED PAVEMENT OR GRADE	
	8'-0"	
		+ <i>△</i>
		- 1 I

LIGHTING POLE BOND LIGHT POLE AND INTERNAL EQUIPMENT TO #6 -PROVIDE BOLT COVERS/DECORATIVE BASE -POLE BASE GROUT

BASE	GROOT	
	24"ø	LIGHT POLE BASE ANCHOR BOLTS — VERIFY PATTERN WITH LIGHT POLE MFG.
		CONDUIT
	45°	(6) #6 VERTICAL BARS EQUALLY SPACED
	#4 BAR HOOPS AT	16" O.C.

ALL CONDUIT SHALL BE 24" BFG.

INFORMATION.

OF ALL CONDUITS.

GENERAL NOTES:

CONTRACTOR SHALL COORDINATE WITH ALL

CONTRACTOR SHALL VERIFY ALL EXISTING SITE

CONDITIONS ABOVE AND BELOW GRADE PRIOR

COORDINATE WITH KANSAS ONE CALL AND CITY

SHALL BE RESPONSIBLE FOR MARKING OF ALL

PERSONNEL FOR MARKING OF EXISTING

UTILITIES AND ANY ASSOCIATED COSTS.

PROPOSED CONDUIT PATHS INDICATED.

COORDINATE WITH ENGINEER PRIOR TO

UTILITIES ON SITE AS REQUIRED PRIOR TO

COMMENCEMENT OF WORK. CONTRACTOR

CONTRACTOR SHALL VERIFY TO ENGINEER

EXISTING SITE POWER CONDITIONS PRIOR TO

COMMENCEMENT OF WORK FOR FINAL ROUTING

WHERE CONDUITS ARE ROUTED WITHIN EXISTING

PAVING AREAS, CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AND PROVIDE NEW

TRENCHING. PATCH AND REPAIR EXISTING

PAVEMENT TO MATCH EXISTING CONDITIONS.

REFER TO CIVIL DRAWINGS FOR ADDITIONAL

OTHER EXISTING AND NEW TRADES.

TO COMMENCEMENT OF WORK.

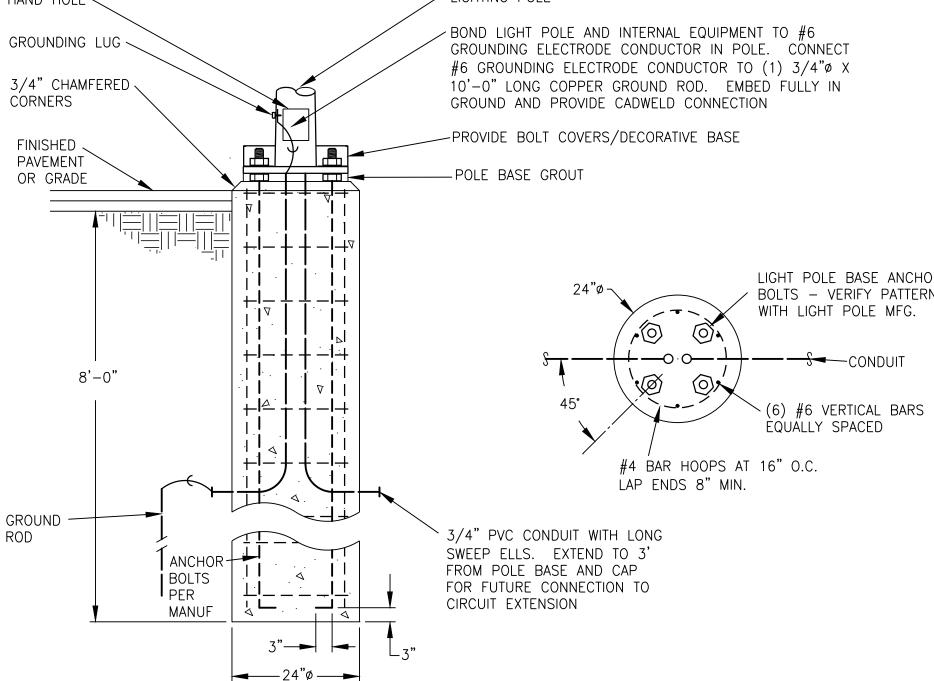
COMMENCEMENT OF WORK.

(X) KEYED NOTES:

-PROVIDE NEMA 3R ENCLOSURE. FIELD MOUNT

ACCESSORIES AS INDICATED. LABEL ENCLOSURE AS

- ROUTE CIRCUIT HOMERUN FOR BASKETBALL COURT #1 THRU LIGHTING CONTACTOR LC-1 AND BACK TO NEW 20A/2P CB IN EXISTING PANELBOARD IN EXISTING BUILDING.
- ROUTE CIRCUIT HOMERUN FOR BASKETBALL COURT #2 THRU LIGHTING CONTACTOR LC-1 AND BACK TO NEW 20A/2P CB IN EXISTING PANELBOARD IN EXISTING BUILDING.
- ROUTE CIRCUIT HOMERUN FOR TENNIS COURT THRU LIGHTING CONTACTOR LC-1 AND BACK TO NEW 20A/2P CB IN EXISTING PANELBOARD IN EXISTING BUILDING.



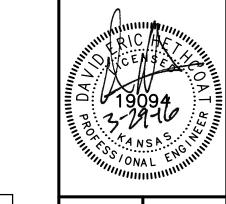


NOTE: E/C TO PROVIDE PROGRAMMING OF TIMECLOCK PER

OWNER'S OPERATING REQUIREMENT. TIMECLOCK SHALL SET

TIME FOR LIGHTING OPERATION CAPABILITY. MANUAL ON/OFF

Site Light Pole Base Detail NOT TO SCALE



B

www.bgcons.com

Engineer: DEH

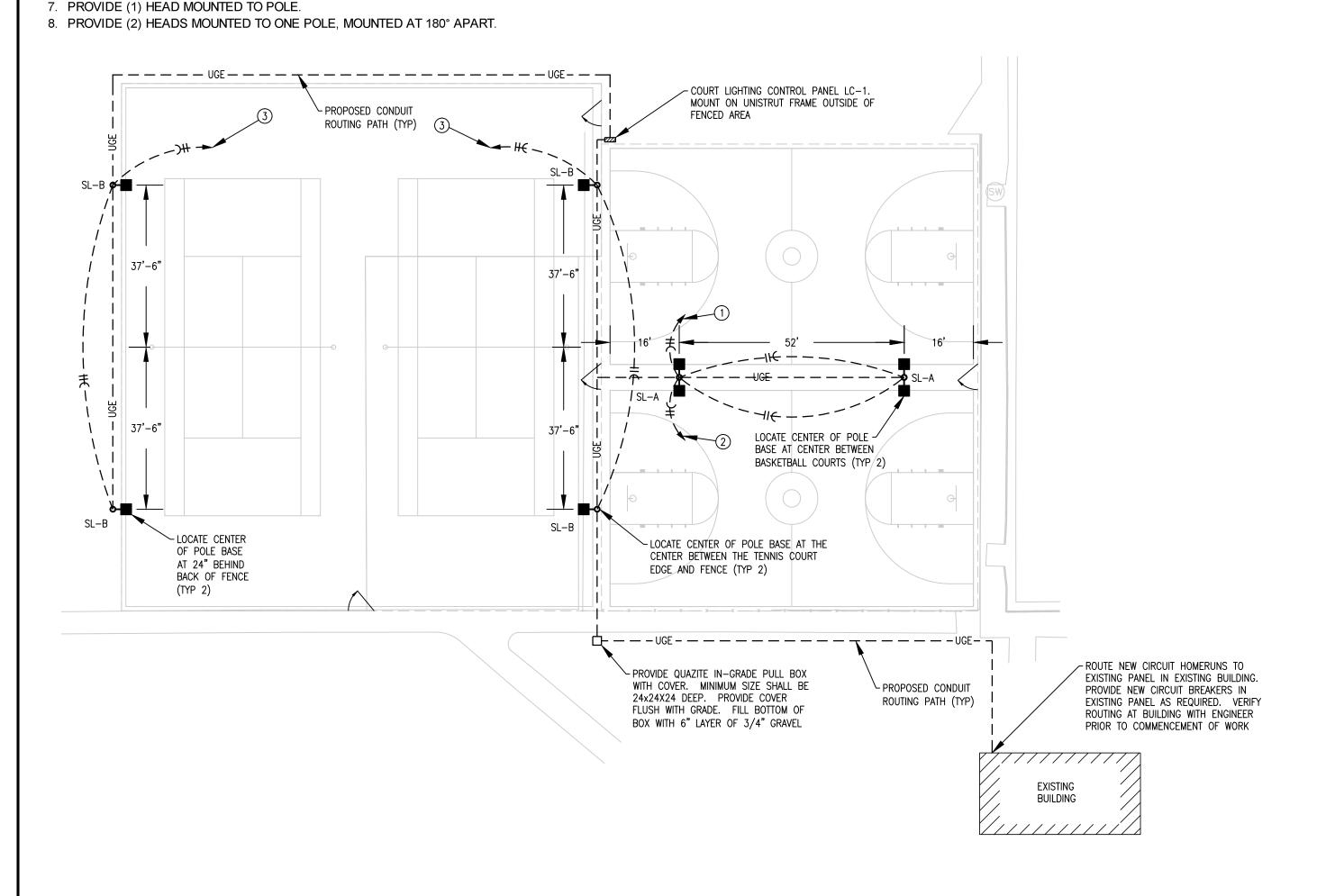
Drafter: DEH Check: Date: 03-29-201

"BASKETBALL COURT #1

LIGHTING"

BG Project No. 15-1372L

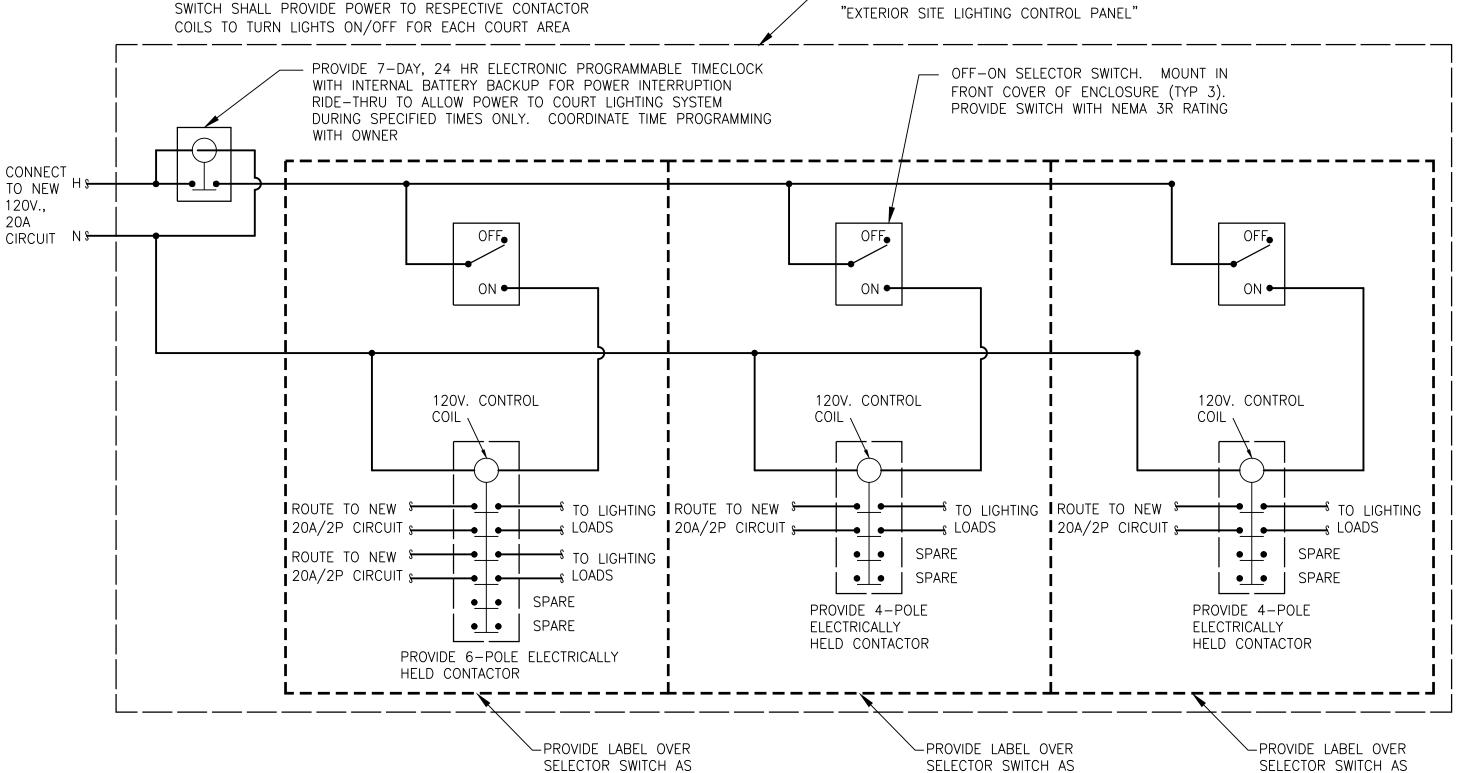
Total Sht



DESCRIPTION

LED HIGH OUTPUT AREA/FLOOD LIGHT

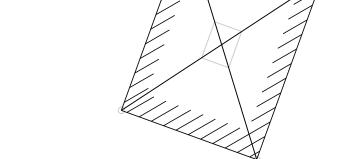
LED HIGH OUTPUT AREA/FLOOD LIGHT 1 - 6, 8



"TENNIS COURT LIGHTING"

Electrical Site Plan





PROPOSED CANOPY

LOCATION

"BASKETBALL COURT #2

LIGHTING"

Exterior Lighting Control Panel Detail (LC-1)

WATER	<u>RES</u>	Comm.	Gov/RW				
CURRENT							
Meter Fee	9.50	9.50	25.00		0.07		
0- 75,000 gal	0.42	0.42	0.29		0.02		
Over 75,000 gal	0.42	0.34	0.29		0.31		
PROPOSED				Increase	<u>RES</u>	COM/IND	<u>RW</u>
Meter Fee	10.50	10.50	26.00		1.00	1.00	1
0- 75,000 gal	0.450	0.450	0.310		0.03	0.03	0.020
Over 75,000 gal	0.450	0.360	0.310		0.03	0.02	0.020

SEWER	Current		Proposed		Increase	Increase		
	Base Usa	age	Base	Usage	Base	Usage		
Res/Comm	28	0.27	28.50	0.30	0.50	0.03		
State Hospital	9550.93	0.27	9551.43	0.30	0.50	0.03		

Combined Bills

		2015	2015	2015	Proposed	Proposed	Proposed	Proposed	Proposed
Residential		<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	% change	\$ change
One Occupant	Winter	13.31	30.03	43.34	14.58	30.75	45.33	4.60%	2.00
	Summer	13.31	30.03	43.34	14.58	30.75	45.33	4.60%	2.00
Two Occupants	Winter	21.36	35.56	56.92	23.20	36.90	60.10	5.59%	3.18
	Summer	22.20	35.56	57.76	24.10	36.90	61.00	5.61%	3.24
Three Occupants	Winter	27.72	39.21	66.93	30.01	40.95	70.96	6.03%	4.04
	Summer	59.02	39.21	98.23	63.53	40.95	104.48	6.37%	6.26
Family w/ Children	Winter	32.37	43.93	76.30	34.99	46.20	81.19	6.41%	4.89
	Summer	30.24	43.93	74.17	32.71	46.20	78.91	6.39%	4.74
Business									
Food Service 1	Winter	72.98	68.50	141.48	78.48	73.50	151.98	7.42%	10.50
	Summer	91.62	68.50	160.12	98.44	86.70	185.14	15.63%	25.02
Food Service 2	Winter	143.24	113.32	256.56	153.72	123.30	277.02	7.97%	20.46
	Summer	299.41	113.32	412.73	320.96	234.00	554.96	34.46%	142.23
Food Service 3	Winter	136.04	108.73	244.77	146.01	118.20	264.21	7.94%	19.44
	Summer	326.06	108.73	434.79	349.50	252.90	602.40	38.55%	167.61
Professional Office	Winter	12.89	30.16	43.05	14.13	30.90	45.03	4.60%	1.98
	Summer	13.73	30.16	43.89	15.03	31.50	46.53	6.01%	2.64
Care Facility	Winter	1,223.02	935.47	2,158.49	1,298.74	1,036.80	2,335.54	8.20%	177.05
	Summer	1,460.85	935.47	2,396.32	1,550.43	1,244.70	2,795.13	16.64%	398.81
Other									
OHS	Winter	396.25	285.04	681.29	423.79	314.10	737.89	8.31%	56.60
	Summer	408.59	285.04	693.63	436.85	314.10	750.95	8.26%	57.32
State Hospital		2,663.80	11,980.93	14,644.73	2,819.11	12,251.43	15,070.54	2.91%	425.81

Water Rate Examples

Residential		<u>Usage</u>	Old Bill	New Bill	% change	\$ change
Residential	Low User	1,000	13.73	15.03	9.47%	1.30
	Medium User	3,100	22.65	24.58	9.47% 8.52%	1.93
		•	72.98	78.48	7.54%	5.50
Commercial	High User	15,000	72.96	70.40	7.34%	5.50
Commercial	Low Hear	2 500	20.10	21.85	0.710/	1.75
	Low User Medium User	2,500 25,000	115.30	123.80	8.71% 7.37%	8.50
		•				
	High User	100,000	412.70	441.20	6.91%	28.50
State Hospital		900,000	2,663.80	2,819.11	5.83%	155.31
Residential		<u>Usage</u>	Old Bill	New Bill	% change	\$ change
One Occupant	Winter	900	13.31	14.58	9.54%	1.27
·	Summer	900	13.31	14.58	9.54%	1.27
Two Occupants	Winter	2,800	21.36	23.20	8.62%	1.84
·	Summer	3,000	22.20	24.10	8.56%	1.90
Three Occupants	Winter	4,300	27.72	30.01	8.26%	2.29
·	Summer	11,700	59.02	63.53	7.64%	4.51
Family w/ Children	Winter	5,400	32.37	34.99	8.09%	2.62
•	Summer	4,900	30.24	32.71	8.17%	2.47
Home with Pool	Winter	7,200	40.00	43.16	7.90%	3.16
	Summer	16,500	79.34	85.29	7.50%	5.95
Business		Usage	Old Bill	New Bill	% change	\$ change
Food Service 1	Winter	15,000	72.98	78.48	7.54%	5.50
TOOU SCIVICE 1	Summer	19,400	91.62	98.44	7.44%	6.82
Food Service 2	Winter	31,600	143.24	153.72	7.32%	10.48
	Summer	68,500	299.41	320.96	7.20%	21.55
Food Service 3	Winter	29,900	136.04	146.01	7.33%	9.97
	Summer	74,800	326.06	349.50	7.19%	23.44
Professional Office	Winter	800	12.89	14.13	9.62%	1.24
	Summer	1,000	13.73	15.03	9.47%	1.30
Care Facility	Winter	336,100	1,223.02	1,298.74	6.19%	75.72
·	Summer	405,400	1,460.85	1,550.43	6.13%	89.58
Schools		<u>Usage</u>	Old Bill	New Bill	<u>change</u>	\$ change
OHS	Winter	95,200	396.25	423.79	6.95%	27.54
	Summer	98,800	408.59	436.85	6.92%	28.26

Sewer Rate Examples			Cu	rrent Rate	s - \$	28 & \$0.2	7		Pr	oposal - \$2	8.5	0 & \$0.30				
				Base		Usage		Total		Base		Usage	Total	N	onthly	
		<u>Usage</u>		<u>Fee</u>		<u>Charge</u>		<u>Charge</u>		<u>Fee</u>		Charge	Charge	(<u>Change</u>	<u>%</u>
Residential																
One Occupant		750	\$	28.00	\$	2.03	\$	30.03	\$	28.50	\$	2.25	\$ 30.75	\$	0.73	2.41%
Two Occupants		2,800		28.00		7.56		35.56		28.50		8.40	36.90		1.34	3.77%
Three Occupants		4,150		28.00		11.21		39.21		28.50		12.45	40.95		1.75	4.45%
Family w/ Children		5,900		28.00		15.93		43.93		28.50		17.70	46.20		2.27	5.17%
Apartment Complex		86,650		28.00		233.96		261.96		28.50		259.95	288.45		26.50	10.11%
Commercial																
Food Service 1	Winter	15,000	\$	28.00	\$	40.50	\$	68.50	\$	28.50	\$	45.00	\$ 73.50	\$	5.00	7.30%
	Summer	19,400		28.00		52.38		80.38		28.50		58.20	86.70		6.32	7.86%
Food Service 2	Winter	31,600		28.00		85.32		113.32		28.50		94.80	123.30		9.98	8.81%
	Summer	68,500		28.00		184.95		212.95		28.50		205.50	234.00		21.05	9.88%
Food Service 3	Winter	29,900		28.00		80.73		108.73		28.50		89.70	118.20		9.47	8.71%
	Summer	74,800		28.00		201.96		229.96		28.50		224.40	252.90		22.94	9.98%
Professional Office	Winter	800		28.00		2.16		30.16		28.50		2.40	30.90		0.74	2.45%
	Summer	1,000		28.00		2.70		30.70		28.50		3.00	31.50		0.80	2.61%
Care Facility	Winter	336,100		28.00		907.47		935.47		28.50		1,008.30	1,036.80		101.33	10.83%
	Summer	405,400		28.00		1,094.58		1,122.58		28.50		1,216.20	1,244.70		122.12	10.88%
School																
OHS	Winter	95,200	\$	28.00	\$	257.04	\$	285.04	\$	28.50	\$	285.60	\$ 314.10	\$	29.06	10.20%
	Summer	98,800		28.00		266.76		294.76		28.50		296.40	324.90		30.14	10.23%
State Hospital		900,000	\$	9,550.93	\$	2,430.00	\$	11,980.93	\$	9,551.43	\$	2,700.00	\$ 12,251.43	\$	270.50	2.26%

Water & Sewer Rate Comparisons

26-Apr-2016

		Gardner		Paola	9	Spring Hill		Baldwin		Eudora	T	onganoxie		Louisburg		Garnett		Current Oz - Res	P	roposed Oz		g-term rease
Water						· F · · · · · · · · · · · · ·					-	oguoc										
Customer Charge	\$	13.45	\$	25.00	\$	7.87	\$	6.50	\$	13.21	\$	11.13	\$	25.00	\$	10.00	\$	9.50	\$	10.50		
min included												1,000.00						-		-		
Charge / 1000 gal	\$	5.990	\$	7.300	\$	8.280	\$	10.067	\$	5.070	\$	5.540	\$	7.450	\$	5.900	\$	4.200	\$	4.500		
other tiers / 1000	first	6k/5.99														Res. Only	75	5k/\$0.34*	7.	5k/\$0.36		
	next	t 4k/6.60															Co	omm Only	Co	mm Only		
	next	t 4k/6.89																				
	next	t 4k/7.20																				
	Ove	r 18k/7.53																				
Bulk / 100		0.75																				Annual
													١.									e 2008
Bill w/ 6000 gal	\$	49.39	\$	68.80	\$	57.55	\$	66.90	\$	43.63	\$	38.83	\$	69.70	\$	39.50	\$	34.70	-	37.50	\$	7.42
increase																			\$	2.80	\$	1.24
													-							8.07%		4.11%
Source																						
Sewer Customer Charge	\$	13.73	\$	23.00	\$	25.14	\$	16.00	\$	20.93	\$	17.29	\$	18.00	ċ	20.00	ċ	28.00	ċ	28.50		
min included	۲	13.73	٧	23.00	۲	23.14	۲	10.00	۲	20.93	ڔ	1,000.00	۲	1,000.00	۲	20.00	۲	20.00	٧	20.50		
Charge / 1000 gal	\$	8.78	ς	3.80	\$	8.22	\$	7.13	ς	3.94	\$	4.46	\$,	ς	5.00	ς	2.70		3.00		
charge / 1000 gar		0.70	7	3.00	7	0.22	7	7.13	7	3.54	7	4.40	۲	0.30	7	3.00	7	2.70		3.00		
Winter Average				Jan-Feb		Jan-Mar		Jan-Feb							Ja	an-Mar avg.		Dec-Jan				
begins in				April		April		April								April		March		April		
DCBIII3 III				дріп		Дртп		Дріп							¢	35 for 1st 3		Widicii		Дріп		
If no history		actual	Firs	st 2 months		actual		actual		actual		actual		4,000 gal		no w/o avg.	ı	no usage		actual		
Apply to Com/Ind		No		No		No		No		No		No		No		No No		Yes		No	Avg	Annual
PF 7																					_	e 2006
Bill w/ 5000 gal	\$	57.63	\$	42.00	\$	49.80	\$	51.63	\$	40.63	\$	35.13	\$	43.20	\$	45.00	\$	41.50	\$	43.50	\$	6.42
increase																			\$	2.00	\$	0.80
																				4.82%		2.22%
COMBINED BILL	\$	107.02	\$	110.80	\$	107.35	\$	118.53	\$	84.26	\$	73.96	\$	112.90	\$	84.50	\$	76.20	\$	81.00	\$	2.04
D:"	4	20.00		20.55		25.5-		a=				(=1			_	2.55		(4.65)	_			
Difference from Oz with est. Increase	\$	26.02	\$	29.80	\$	26.35	\$	37.53	\$	3.26	\$	(7.04)	, \$	31.90	۶	3.50	\$	(4.80)	\$	-		

^{*} increases by .02 each year until it matches Res.

Fund # 02 Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	<u>,</u>	2014 ACTUAL	<u>ua</u>	2015 ACTUAL	<u>0</u>	2016 Orig. APPR	2016 REVISED	<u> </u>	2017 Estimate	2018 <u>Est</u>	2019 <u>Est</u>
BEGINNING CASH BALANCE	\$ (2,047)	\$ 43,575	\$ 176,093	\$	206,190	\$	122,292	\$	164,192	\$ 179,813	\$	133,980	\$ 19,665	\$ (135,317)
REVENUE														
510 Sales and Charges	\$ 741,505	\$ 805,842	\$ 539,336	\$	558,614	\$	553,626	\$	608,400	\$ 565,501	\$	565,501	\$ 598,223	\$ 598,223
511 Wholesale Water			236,647		225,223		251,395		246,300	253,805		253,805	265,491	265,491
512 Bulk Water Sales	17,128	20,087	14,295		18,676		14,846		20,300	15,274		15,274	17,611	17,611
513 New Utility Services	800	1,500			750		2,250							
Rate Increases - Sales									50,000	23,373		46,747		
Rate Increases - Wholesale/Bulk										9,298		18,597		
Other Charges	3,286													
801 Miscellaneous Revenue	76	551	1,200							4,000				
802 Reimbursed Expense	-	8,785	593				104,775							
808 Water Protection Tax	4,313	3,426	3,322		3,469		3,008		3,500	3,500		3,500	3,500	3,500
813 Tower Lease	11,592	11,592	11,592		11,592		14,505		16,331	16,331		16,331	16,331	16,331
TOTAL REVENUE	\$ 778,699	\$ 851,783	\$ 806,986	\$	818,325	\$	944,405	\$	944,831	\$ 891,082	\$	919,753	\$ 901,157	\$ 901,157
TOTAL RESOURCES AVAILABLE	\$ 776,652	\$ 895,358	\$ 983,078	\$ 2	L,024,514	\$:	1,066,697	\$	1,109,023	\$ 1,070,895	\$:	1,053,734	\$ 920,822	\$ 765,840
EXPENSES														
Personnel						\$	-							
Salaries	\$ 177,303	\$ 137,261	\$ 133,464	\$	164,685	\$	212,273	\$	208,954	213,133	\$	219,527	\$ 226,113	\$ 232,896
Health Insurance	32,581	19,236	24,545		29,232		33,330		39,382	39,382		42,532	46,786	51,464
All Other Benefits	35,755	27,352	24,487		37,696		43,512		45,142	46,045		47,426	50,044	51,375
Subtotal	245,639	183,849	182,496		231,612		289,115		293,478	298,560		309,486	322,942	335,736
Operating Expenses														
Utilities	81,483	85,849	83,238		53,708		53,966		59,500	63,638		63,638	66,649	69,944
Treatment Chemicals	138,701	137,076	163,855		128,870		122,893		130,100	125,000		125,000	128,900	132,763
Professional Services	12,481	3,649	3,791		118,992		6,666		14,000	9,350		9,350	8,222	8,310
Machine Parts & Supplies	19,320	12,124	14,361		19,612		14,226		18,000	16,066		16,066	16,357	16,668
State Taxes & Fees	37,603	40,151	14,290		18,533		14,348		38,500	15,715		15,715	28,000	28,000
All Other Expenses	98,055	81,441	96,101		113,224		166,077		134,910	122,946		113,156	113,348	114,458
Subtotal	387,642	360,290	375,635		452,939		378,176		395,010	352,714		342,924	361,477	370,142

Fund # 02 Water

<u>ACTU</u>	<u>AL</u>	<u>ACTUAL</u>		A CTIIAI													2019
				<u>ACTUAL</u>	4	ACTUAL	<u>ua</u>	ACTUAL	<u>c</u>	Orig. APPR	<u> </u>	REVISED	<u>Estimate</u>		<u>Est</u>		<u>Est</u>
Capital Outlay 34,	313		-	26,584		45,432		31,259		140,500		97,500	122,500		107,500		127,500
Subtotal 34,	313	-		26,584		45,432		31,259		140,500		97,500	122,500		107,500		127,500
Debt Service 64,	983	32,491	1	-		-		-		15,000		-	-		-		-
Transfers	-	65,235	5	104,827		99,827		99,827		102,827		100,827	169,225		171,589		170,798
Overhead Fees	-	77,400)	87,346		72,412		88,506		87,314		87,314	89,933		92,631		95,410
TOTAL EXPENSES \$ 733,	076	\$ 719,266	5	\$ 776,889	\$	902,222	\$	886,884	\$	1,034,129	\$	936,914	\$ 1,034,068	\$:	1,056,139	\$:	L,099,586
Revenues Over Expenditures \$ 45,	523	\$ 132,517	7	\$ 30,097	\$	(83,898)	\$	57,521	\$	(89,298)	\$	(45,833)	\$ (114,315)	\$	(154,982)	\$	(198,429)
ENDING BALANCE \$ 43,	575	\$ 176,093	3	\$ 206,190	\$	122,292	\$	179,813	\$	74,894	\$	133,980	\$ 19,665	\$	(135,317)	\$	(333,745)
as a percentage of expenses 5	.9%	24.5%	%	26.5%		13.6%		20.3%		7.2%		14.3%	1.9%		-12.8%		-30.4%
Full-Time Equivalent Employees (FTE)	.00	4.00)	4.00		4.40				4.65		4.48	4.65		4.65		4.65
WATER ADMINISTRATION																	
7100. PERSONNEL SERVICES																	
101 Salaries \$	-	\$.	-	\$ -	\$	628	\$	14,219	\$	13,879	\$	14,157	\$ 14,582	\$	15,019	\$	15,470
103 FICA								957		1,062		1,083	1,115		1,149		1,183
104 KPERS								1,427		1,378		1,406	1,448		1,491		1,536
105 Health Insurance								-				-	-				
106 Workers' Compensation	202					950		581		35		36	37		700		700
107 Unemployment Insurance										56		57	58		60		62
TOTAL PERSONNEL SERVICES \$	202	\$	-	\$ -	\$	1,578	\$	17,184	\$	16,410	\$	16,738	\$ 17,240	\$	18,420	\$	18,951

Fund # 02 Water

	<u>A</u>	2011 CTUAL	Α	2012 CTUAL	<u> </u>	2013 ACTUAL		2014 ACTUAL	<u>ua</u>	2015 ACTUAL	<u>o</u>	2016 rig. APPR	١	2016 REVISED	į	2017 <u>Estimate</u>		2018 <u>Est</u>		2019 <u>Est</u>
7200. CONTRACTUAL SERVICES																				
201 Communications	\$	6,128	\$	5,314	\$	4,890	Ś	1,400	Ś	2,810	Ś	2,800	Ś	3,033	Ś	3,033	Ś	3,124	Ś	3,218
202 Utilities	,	1,228	,	1,142	•	1,159	•	_,	,	-,	т.	500	•	386	т.	386	•	750	т.	750
203 Dues & Memberships		2,915		1,113		1,135		2,128		1,360		2,000		1,541		1,541		2,000		2,000
204 Insurance		4,191		4,367		1,957		917		530		484		1,135		1,135		1,248		1,373
205 Education, Meetings & Travel		-,		50		703				-				234		234		_,_ :-		_,_,
206 Professional Services		2,365		13		218		8,280		_		4,000		2,833		2,833		2,917		3,005
207 Rentals		120						,		_		,		, -		, -		-		, -
208 Printing & Advertising		474		507						-		500		-		-		-		-
209 Maint of Machinery & Equip		808		749		233		245		257		1,500		245		245		252		260
210 Maint of Buildings/Grounds		250		-				-						-		-				
220 Other Contractual		535		-				16				500		5		5		500		500
TOTAL CONTRACTUAL SERVICES	\$	19,013	\$	13,256	\$	10,296	\$	12,986	\$	4,958	\$	12,284	\$	9,413	\$	9,413	\$	10,792	\$	11,106
7300. COMMODITIES																				
301 Office Supplies	\$	665	\$	40	\$	4	Ş	-			\$	750	\$	750	\$	750	Ş	750	Ş	750
307 Apparatus & Tools		62																		
320 Other Commodities											_	500		500	_	500		500		250
TOTAL COMMODITIES	\$	727	\$	40	\$	4	Ş	-	\$	-	\$	1,250	Ş	1,250	Ş	1,250	Ş	1,250	\$	1,000
7400. CAPITAL OUTLAY																				
401 Building & Fixed Equipment	\$	_	\$	_	\$	_	\$	-	\$	_	\$	-	\$	-	\$	-	\$	_	\$	_
413 Computer Equip & Software		1,740		-		-		1,978.88				6,200.00		6,200.00		-		2,000.00		-
TOTAL CAPITAL OUTLAY	\$	1,740	\$	-	\$	-	\$	1,979	\$	-	\$	6,200	\$	6,200	\$	-	\$	2,000	\$	-
7500. DEBT SERVICE			_																	
511 Note Principal	\$	39,009	\$	20,123	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-
512 Note Interest		23,814		11,340								15,000		-		-		-		-
513 Note Service Fee		2,159		1,028																
TOTAL DEBT SERVICE	\$	64,983	\$	32,491	\$	-	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	\$	-

Fund # 02 Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 ACTUAL	<u>,</u>	2014 ACTUAL	<u>ua</u>	2015 ACTUAL	<u>o</u>	2016 rig. APPR	<u> </u>	2016 REVISED	į	2017 Estimate		2018 <u>Est</u>		2019 <u>Est</u>
7600. TRANSFERS																	
603 Transfer Out - General Fund	\$ -	\$ 38,000	\$ 41,000	\$	40,000	\$	40,000	\$	43,000	\$	41,000	\$	43,000	\$	44,000	\$	44,000
Transfer Out - Bond & Int	•	27,235	59,827	·	59,827	·	59,827	•	59,827		59,827	•	126,225	·	127,589		126,798
Transfer Out - Rural Fire Fund		•	4,000		•		•		·		·		·		•		•
TOTAL TRANSFERS	\$ -	\$ 65,235	\$ 104,827	\$	99,827	\$	99,827	\$	102,827	\$	100,827	\$	169,225	\$	171,589	\$	170,798
7700. OTHER EXPENSES																	
702 Compensating Use Tax	\$ -	\$ -	\$ -														
703 Water Protection Tax	\$ 6,963	\$ 7,647	\$ 5,413	\$	8,336	\$	6,546	\$	8,500	\$	6,765	\$	6,765	\$	8,000	\$	8,000
730 Water Assurance Fee	30,640	32,505	8,850		10,197		7,803		30,000		8,950		8,950		20,000		20,000
Overhead Fee		62,400	71,629		54,000		88,506		87,314		87,314		89,933		92,631		95,410
Overhead Benefits Reimb							17,307								-		-
Mechanic/Repair Fee		15,000	15,717		18,412										-		-
Health Insur Reimb		10,478	24,545		29,232		33,330		39,382		39,382		42,532		46,786		51,464
TOTAL OTHER EXPENSES	\$ 37,603	\$ 128,029	\$ 126,154	\$	120,177	\$	153,491	\$	165,195	\$	142,410	\$	148,180	\$	167,417	\$	174,874
TOTAL WATER ADMINISTRATION	\$ 124,268	\$ 239,052	\$ 241,281	\$	236,546	\$	275,461	\$	319,166	\$	276,838	\$	345,308	\$	371,468	\$	376,729
WATER TREATMENT																	
7100. PERSONNEL SERVICES																	
101 Salaries	\$ 85,854	\$ 62,690	\$ 61,263	Ś	79,309	Ś	80,962	\$	86,018	Ś	87,738	\$	90,370	\$	93,082	Ś	95,874
102 Salaries (Overtime)	9,346	7,011	8,317	•	8,140	·	8,515	•	8,776		8,952	•	9,220	·	9,497	•	9,782
103 FICA	6,969	5,056	4,720		4,909		5,774		6,953		7,092		7,305		7,524		7,750
104 KPERS	7,086	5,590	5,975		7,393		9,234		9,026		9,207		9,483		9,767		10,060
105 Health Insurance	18,980	3,641	, -		,		-				-		-		,		,
106 Workers' Compensation	4,898	2,625	1,948		5,335		3,511		3,718		3,793		3,906		4,500		4,500
107 Unemployment Insurance	350	166	59		646		63		364		371		382		450		450
TOTAL PERSONNEL SERVICES	\$ 133,483	\$ 86,780	\$ 82,281	\$	105,733	\$	108,058	\$	114,855	\$	117,152	\$	120,667	\$	124,819	\$	128,416

Fund # 02 Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 ACTUAL		2014 CTUAL	<u>ua</u>	2015 ACTUAL	<u>o</u>	2016 rig. APPR		2016 EVISED	<u> </u>	2017 Estimate		2018 <u>Est</u>		2019 <u>Est</u>
7200. CONTRACTUAL SERVICES																	
201 Communications	\$ 3,477	\$ 2,225	\$ 1,805	\$	1,333	ς	1,501	\$	2,000	ς.	1,546	¢	1,546	ς	1,593	\$	1,641
202 Utilities	36,439	39,376	37,620	Y	36,775	Y	38,121	Y	40,000	7	37,505	Y	37,505	Y	39,380	Y	41,349
203 Dues & Memberships	-	33,370	37,020		2,318		3,841		10,000		3,080		3,080		33,300		71,575
204 Insurance	6,449	7,398	18,316		23,393		19,945		21,026		21,026		21,026		23,129		25,441
205 Education, Meetings & Travel	1,102	374	497		360		1,743		1,000		866		866		866		866
206 Professional Services	9,851	3,560	2,257		6,601		2,557		5,000		3,805		3,805		3,805		3,805
207 Rentals	-	-	_,		-		157		-,		52		52		-,		-,
209 Maint of Machinery & Equip	342	7,004	2,114		29		12,030		10,000		4,725		3,000		3,000		3,000
210 Maint of Buildings/Grounds	203	28	172		426		12,497		10,000		4,365		2,500		2,500		2,500
220 Other Contractual	160	1,379	129		109		515		500		251		251		500		500
TOTAL CONTRACTUAL SERVICES	\$ 58,023	\$ 61,344	\$ 62,910	\$	71,343	\$	92,906	\$	89,526	\$	77,221	\$	73,631	\$	74,773	\$	79,103
7300. COMMODITIES																	
301 Office Supplies	\$ 92	\$ 60	\$ 392	\$	283	\$	500	\$	400	\$	392	\$	392	\$	400	\$	400
302 Clothing & Personal Supplies	-		75		73		126		150		92		92		96		101
303 Chemicals/Seed/Fertilizer	138,701	137,076	163,855	-	128,870		122,893		130,000		125,000		125,000		128,750		132,613
304 Machine Parts & Supplies	10,895	10,863	12,367		9,272		8,526		12,000		10,055		10,055		10,357		10,668
305 Building Materials & Supplies	3,540	4,675	1,660		1,786		4,461		4,000		2,636		2,636		2,715		2,796
307 Apparatus & Tools	1,011	719	556		530		-		1,000		362		362		1,000		1,000
308 Unanticipated Rate Increase			-		-		2,360				787		787				
309 Motor Fuels & Lubricants	139	108	10				40				25		25		100		100
320 Other Commodities	213				195		60		100		127		127				
TOTAL COMMODITIES	\$ 154,590	\$ 153,501	\$ 178,914	\$ 1	141,010	\$	138,966	\$	147,650	\$	139,475	\$	139,475	\$	143,418	\$	147,677
7400 CARITAL OUTLAY																	
7400. CAPITAL OUTLAY	ć 7.572	ć	ć 22.200	۲.		Ļ	F 270	۲	10.000	ب	10.000	۲	10.000	۲	10.000	Ļ	10.000
401 Building & Fixed Equipment 402 Improvements Non-Buildings	\$ 7,572	Ş -	\$ 22,289	Ş	-	\$	5,278	\$	10,000 33,000	Þ	10,000 20,000	\$	10,000	Ş	10,000 35,000	\$	10,000 35,000
403 Office Furniture & Equip	_				211				5,000		20,000		35,000 5,000		33,000		33,000
405 Office Furniture & Equip 405 Operation/Construction Equip	27,241				211				5,000		-		5,000		10,000		10,000
TOTAL CAPITAL OUTLAY	\$ 34,813	\$ -	\$ 22,289	\$	211	Ċ	5,278	\$	•	Ś	30,000	\$	55,000	\$	55,000	\$	55,000
TOTAL CAPITAL OUTLAT	7 34,013	-	7 22,203	Ą	211	ب	3,210	Ų	33,000	٠	30,000	Ų	33,000	Ą	33,000	ų	33,000
TOTAL WATER TREATMENT	\$ 380,909	\$ 301,625	\$ 346,395	\$ 3	318,298	\$	345,208	\$	405,031	\$	363,848	\$	388,774	\$	398,011	\$	410,196

Fund # 02 Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>ACTUAL</u>	2015 ua ACTUAL	2016 Orig. APPR	2016 REVISED	2017 Estimate	2018 <u>Est</u>	2019 <u>Est</u>
WATER DISTRIBUTION										
7100. PERSONNEL SERVICES										
101 Salaries	\$ 78,147	\$ 65,132	\$ 60,541	\$ 68,360	\$ 96,753	\$ 87,072	\$ 88,814	\$ 91,478	\$ 94,222	\$ 97,049
102 Salaries (Overtime)	3,957	2,428	3,343	8,247	11,824	13,209	13,473	13,877	14,293	14,722
103 FICA	5,911	4,853	4,400	5,355	7,604	7,368	7,515	7,741	7,973	8,212
104 KPERS	6,132	5,424	5,407	7,037	11,064	9,564	9,756	10,048	10,350	10,660
105 Health Insurance	13,600	5,117			-		-	-		
106 Workers' Compensation	3,791	3,523	1,917	5,610	3,248	5,233	5,338	5,498	5,663	5,833
107 Unemployment Insurance	417	115	61	460	50	385	393	404	417	429
TOTAL PERSONNEL SERVICES	\$ 111,954	\$ 86,591	\$ 75,669	\$ 95,070	\$ 130,543	\$ 122,831	\$ 125,288	\$ 129,046	\$ 132,918	\$ 136,905
7200. CONTRACTUAL SERVICES										
201 Communications	\$ 538	\$ 954	\$ 1,013	•	\$ 1,105	\$ 1,000	\$ 1,039	\$ 1,039	\$ 1,000	\$ 1,000
202 Utilities	43,816	45,330	44,459	16,934	15,846	19,000	25,746	25,746	26,518	27,844
203 Dues & Memberships	-	-	-	8	-		3	3		
204 Insurance	7,010	7,302	4,777	5,012	4,248	4,400	4,679	4,679	5,147	5,662
205 Education, Meetings & Travel	478	327	73	711	-	1,000	261	261	1,000	1,000
206 Professional Services	264	76	1,316	104,111	4,109	5,000	2,712	2,712	1,500	1,500
207 Rentals	2,257	-	-	-	-		-	-		
208 Printing & Advertising	-	45			214		214	214		
209 Maint of Machinery & Equip	18				25	2,000	25	25	1,000	1,000
210 Maint of Buildings/Grounds	12,200	12,200	13,542	13,542	13,542	16,000	16,000	16,000	16,000	16,000
220 Other Contractual	772	305	261	436	154		-		500	500
TOTAL CONTRACTUAL SERVICES	\$ 67,355	\$ 66,539	\$ 65,440	\$ 141,753	\$ 39,243	\$ 48,400	\$ 50,679	\$ 50,679	\$ 52,665	\$ 54,506

Fund # 02 Water

	2011 ACTUAI	<u>L</u>	2012 ACTUAL	<u> </u>	2013 ACTUAL	<u>.</u>	2014 ACTUAL	<u>ua</u>	2015 ACTUAL	0	2016 Orig. APPR	<u> </u>	2016 REVISED	ļ	2017 Estimate		2018 <u>Est</u>		2019 <u>Est</u>
7300. COMMODITIES																			
301 Office Supplies	\$	4	\$ 39	\$	_	\$	9	\$	48	\$	100	ς	19	\$	19	\$	100	\$	100
302 Clothing & Personal Supplies	17		γ 33	Ψ	122	٧	1,114	Υ	1,959	Ψ.	1,000	Υ	1,065	Υ	1,065	7	1,000	Ψ	1,000
303 Chemicals/Seed/Fertilizer	_,	-					_,		-,555		100		-		-		150		150
304 Machine Parts & Supplies	8,42	6	1,261		1,993		10,339		5,700		6,000		6,011		6,011		6,000		6,000
305 Building Materials & Supplies	31,22		17,205		35,981		43,077		33,168		35,000		37,409		37,409		35,000		35,000
306 Construction Materials	,	_	,		,		,		21,307		,		-		-		,		55,555
307 Apparatus & Tools	1	9	186		513		4,780		2,185		2,500		2,493		2,493		500		500
309 Motor Fuels & Lubricants	8,74		6,769		5,171		5,976		5,536		6,500		5,561		5,561		5,728		5,899
320 Other Commodities	,	-	,		27		41		545		ŕ		204		204		100		100
TOTAL COMMODITIES	\$ 48,59	1	\$ 25,459	\$	43,807	\$	65,335	\$	70,449	\$	51,200	\$	52,761	\$	52,761	\$	48,578	\$	48,749
7400. CAPITAL OUTLAY																			
401 Building & Fixed Equipment	\$	_	\$ -	\$	_	\$	_	\$	_	\$	_	\$	_	\$		\$	_	\$	
402 Improvements Non-Buildings	Ų	_	- ۲	٦	_	٦	35,870	Ų	16,707	٦	35,000	Ų	35,000	٦	30,000	ڔ	35,000	٦	35,000
403 Office Furniture & Equip		_					33,670		130		33,000		-		30,000		33,000		33,000
404 Vehicles									130		40,000		20,000		20,000				20,000
405 Operation/Construction Equip		_			4,295				1,672		40,000		20,000		20,000		_		20,000
407 Other Equipment		_			7,233		9,350		5,139		10,000		10,000		15,000		15,000		15,000
409 Leases							3,000		2,333		2,500		2,500		2,500		2,500		2,500
TOTAL CAPITAL OUTLAY	\$	-	\$ -	\$	4,295	\$	45,221	\$	25,981	\$	87,500	\$	-	\$	67,500	\$	52,500	\$	72,500
TOTAL WATER DISTRIBUTION	\$ 227,90	0	\$ 178,588	\$	189,212	\$	347,378	\$	266,216	\$	309,931	\$	296,228	\$	299,986	\$	286,661	\$	312,661
														_					
TOTAL WATER FUND EXPENDITURES	\$ 733,07	6	\$ 719,266	\$	776,889	\$	902,222	\$	886,884	\$	1,034,129	\$	936,914	\$	1,034,068	\$:	1,056,139	\$:	1,099,586

Fund # 16 Sewer

		2011 <u>ACTUAL</u>		2012 ACTUAL		2013 ACTUAL		2014 <u>ACTUAL</u>	<u>u</u>	2015 a ACTUAL	<u>C</u>	2016 Orig. APPR	<u> </u>	2016 REVISED	<u> </u>	2017 Estimate		2018 <u>Est</u>		2019 <u>Est</u>
BEGINNING CASH BALANCE	\$	428,138	\$	361,440	\$	335,552	\$	383,948	\$	357,409	\$	169,140	\$	245,326	\$	168,671	\$	220,058	\$	203,915
REVENUE 510 Sales/Charges Rate Increase Calculation Fix 513 New Utility Services	\$	771,765 350	\$	748,972	\$	825,379	\$	818,794 350	\$	847,908 450	\$	849,000 40,000	\$	853,561 19,184 10,750	\$	853,561 38,374 21,500	\$	913,435	\$	913,435
802 Reimbursed Expense						6,053		1,500												
901 Sale of Fixed Assets TOTAL REVENUE	\$	772,115	Ś	748,972	Ś	831,432	Ś	739 821,383	\$	848,358	\$	889,000	Ś	883,495	\$	913.435	Ś	913,435	Ś	913,435
TOTAL NEVENOL	Ψ.	,,,,,,,,	~	740,372	~	031,432	~	021,303	~	040,330	~	003,000	7	003,433	~	313,433	~	313,433	Ψ	313,433
TOTAL RESOURCES AVAILABLE	\$	1,200,253	\$	1,110,413	\$	1,166,984	\$	1,205,331	\$	1,205,768	\$	1,058,140	\$ 1	1,128,821	\$ 1	1,082,106	\$1	1,133,493	\$ 1	l,117,350
EXPENSES																				
By Object																				
Salaries & Wages	\$	114,949	\$,	\$,	\$		\$		\$	162,000	\$	153,806	\$		\$	164,924	\$	170,690
Utilities		35,475		33,363		32,187		52,833		50,835		54,000		54,000		54,000		55,620		57,289
Prof Services & Contract Maint		11,752		32,067		3,096		16,418		59,137		27,500		14,500		11,000		27,500		27,500
Chemicals		9,566		13,801		7,054		4,875		6,015		12,000		7,000		7,000		7,210		7,426
Parts & Supplies		25,489		18,013		27,415		14,596		5,267		27,000		22,000		22,000		27,210		27,426
Meters Lease		- 00 161		-		-		- 4 462		-		- 92.700		-		-		- 19 E00		-
All Other Capital Outlay Debt Service		88,161				-		4,463 -		6,046		83,700		44,200		34,000		18,500		63,500
Phase II Loan		250,713		125,357		-		_		32,848		40,000		40,000		40,001		90,000		90,000
Transfer to Bond & Interest		200,000		310,000		434,000		435,000		434,200		434,300		434,300		338,700		337,500		338,300
Transfer to Bond & Interest		77,900		39,000		39,000		41,000		41,000		42,000		42,000		43,000		43,000		46,000
Transfer to deficial rand		77,500		33,000		33,000		41,000		41,000		42,000		42,000		43,000		43,000		40,000
Overhead Fees		-		62,400		71,629		56,792		81,714		87,314		87,314		89,933		92,631		95,410
Mechanic/Repair Fee		-		15,000		15,717		18,412		17,307		-		-		, -		, -		-
Loan		-		-		-		-		-		-		-		-		-		-
All Other Expenses		24,808		18,782		41,767		56,989		63,190		63,530		61,030		63,030		65,483		68,716
TOTAL EXPENSES	\$	838,813	\$	774,861	\$	783,036	\$	847,921	\$	960,441	\$	1,033,344	\$	960,150	\$	862,049	\$	929,578	\$	992,257
Revenues Over Expenditures	\$	(66,698)	\$	(25,889)	\$	48,396	\$	(26,538)	\$	(112,083)	\$	(144,344)	\$	(76,655)	\$	51,386	\$	(16,143)	\$	(78,822)
ENDING BALANCE	\$	361,440	\$	335,552	\$	383,948	\$	357,409	\$	245,326	\$	24,796	\$	168,671	\$	220,058	\$	203,915	\$	125,093
as a percentage of expenses		43.1%		43.3%		49.0%		42.2%		25.5%		2.4%		17.6%		25.5%		21.9%		12.6%
Full-Time Equivalent Employees (FTE)		4.00		2.35		2.35		2.60				2.65		2.58		2.65		2.65		2.65

Fund # 16 Sewer

	<u>,</u>	2011 ACTUAL	:	2012 ACTUAL	<u> 4</u>	2013 ACTUAL		2014 ACTUAL	<u>u</u>	2015 a ACTUAL	<u>o</u>	2016 orig. APPR	<u> </u>	2016 REVISED	ļ	2017 Estimate		2018 <u>Est</u>		2019 <u>Est</u>
7100. PERSONNEL SERVICES																				
101 Salaries	\$	74,462	\$	77,570	\$	76,721	\$	101,059	\$	121,861	\$	113,031	\$	115,292	\$	118,750	\$	122,313	\$	125,982
102 Salaries (Overtime)	•	3,725	•	1,559	•	4,596	•	5,319	•	4,689	•	9,305	ľ	9,491	Ť	9,776	•	10,069	•	10,371
103 FICA		5,594		6,001		5,731		8,529		9,237		9,460		9,649		9,939		10,237		10,544
104 KPERS		5,818		6,271		7,043		9,099		11,974		10,830		,		, -		, -		, -
105 Health Insurance		20,595		5,700		,		,		, -		,								
106 Workers' Compensation		4,381		2,997		1,917		2,548		2,458		5,103		5,103		5,256		5,414		5,576
107 Unemployment Insurance		373		143		96		927		116		495		495		510		525		541
TOTAL PERSONNEL SERVICES	\$	114,949	\$	100,241	\$	96,104	\$	127,481	\$	150,335	\$	148,224	\$	140,030	\$	144,231	\$	148,558	\$	153,014
7200. CONTRACTUAL SERVICES																				
201 Communications	\$	2,916	\$	2,333	\$	2,151	\$	2,218	\$	2,338	\$	2,500	\$	2,500	\$	2,500	\$	2,575	\$	2,652
202 Utilities		35,475		33,363		32,187		52,833		50,835		54,000		54,000		54,000		55,620		57,289
203 Dues & Memberships		2,240		1,313		1,135		1,216		1,360		1,000		1,000		1,000		1,000		1,000
204 Insurance		8,093		4,667		24,462		32,698		26,495		27,280		27,280		27,280		30,008		33,009
205 Education, Meetings & Travel		85		205		73		2,001		824		2,000		2,000		2,000		2,000		2,000
206 Professional Services		7,320		30,345		1,503		8,002		34,241		10,000		5,000		1,500		10,000		10,000
207 Rentals		2,241						35				1,500		1,500		1,500		1,500		1,500
208 Printing & Advertising		-		662								100		100		100		100		100
209 Maint of Machinery & Equip		4,094		1,706		1,470		8,416		23,518		7,500		7,500		7,500		7,500		7,500
210 Maint of Buildings/Grounds		337		16		124				1,377		10,000		2,000		2,000		10,000		10,000
214 Computer Fees										45				-		-				
220 Other Contractual		1,147		2,020		2,382		8,299		26,314		22,000		22,000		22,000		22,000		22,000
225 Licenses, Taxes & Fees										9										
TOTAL CONTRACTUAL SERVICES	\$	63,949	\$	76,630	\$	65,485	\$	115,719	\$	167,357	\$	137,880	\$	124,880	\$	121,380	\$	142,303	\$	147,050
7300. COMMODITIES																				
301 Office Supplies	\$	599	\$	243	\$	414	\$	335	\$	378	\$	500	\$	500	\$	500	\$	500	\$	500
302 Clothing & Personal Supplies		159				225		503		77		150		150		150		150		150
303 Chemicals/Seed Fertilizer		9,566		13,801		7,054		4,875		6,015		12,000		7,000		7,000		7,210		7,426
304 Machine Parts & Supplies		9,530		3,018		11,014		6,086		3,340		7,000		7,000		7,000		7,210		7,426
305 Building Materials & Supplies		15,959		14,995		16,401		8,510		1,927		20,000		15,000		15,000		20,000		20,000
307 Apparatus & Tools		294		1,251		1,117		85		1,716		500		500		500		500		500
309 Motor Fuels & Lubricants		6,878		5,470		5,806		5,554		2,404		6,000		3,000		5,000		5,150		5,305
314 Computer Software				50																
320 Other Commodities		156		567		3		45		1,230				500		500				
TOTAL COMMODITIES	\$	43,140	\$	39,396	\$	42,034	\$	25,993	\$	17,087	\$	46,150	\$	33,650	\$	35,650	\$	40,720	\$	41,307
7400. CAPITAL OUTLAY																				

Fund # 16 Sewer

	<u>.</u>	2011 ACTUAL		2012 <u>ACTUAL</u>	4	2013 ACTUAL		2014 ACTUAL	<u>ua</u>	2015 ACTUAL	<u>o</u>	2016 rig. APPR	<u>!</u>	2016 REVISED	<u> </u>	2017 stimate		2018 <u>Est</u>		2019 <u>Est</u>
401 Building & Fixed Equipment 402 Improvements Non-Buildings 403 Office Furniture & Equip 404 Vehicles	\$	- 47,795	\$	-	\$	-	\$	700	\$	1,000 419	\$	35,000	\$	- 15,000	\$	15,000	\$	15,000	\$	15,000
405 Operation/Construction Equip		38,626						1,785		1,672		15,000 20,000		20,000		15,000 -				
407 Other Equipment										622		5,000		500		500		-		45,000
409 Leases 413 Computer Equip & Software		1,740						1,979		2,333		2,500 6,200		2,500 6,200		2,500 1,000		2,500 1,000		2,500 1,000
TOTAL CAPITAL OUTLAY	\$	88,161	\$	-	\$	-	\$	4,463	\$	6,046	\$	83,700	\$	44,200	\$	34,000	\$	18,500	\$	63,500
7500 DEDT CEDWOS																				
7500. DEBT SERVICE 511 Note Principal	Ś	196,592	\$	100,736	ς	_	\$	_	\$	2,437	Ś	4,059	\$	4,059	\$	4,175	\$	54,647	\$	56,205
512 Note Interest	Y	49,968	Y	22,729	Y		Y		Y	27,725	Ţ	32,766	,	32,766	Ţ	32,661	Y	32,230	Y	30,810
513 Note Service Fee		4,154		1,892						2,686		3,175		3,175		3,165		3,123		2,985
Phase II/Lift Station Debt Serv																		-		
TOTAL DEBT SERVICE	\$	250,713	\$	125,357	Ş	-	\$	-	\$	32,848	\$	40,000	Ş	40,000	\$	40,001	Ş	90,000	\$	90,000
7600. TRANSFERS																				
603 Transfer Out - General	\$	77,900	\$	39,000	\$	39,000	\$	41,000	\$	41,000	\$	42,000	\$	42,000	\$	43,000	\$	43,000	\$	46,000
Transfer Out - Emp Benefits																				
Transfer Out - Rural Fire Fund Transfer Out - CIP Sewer						4,000		4,000												
613 Transfer Out - Bond & Interest		200,000		310,000		434,000		435,000		434,200		434,300		434,300		338,700		337,500		338,300
TOTAL TRANSFERS	\$	277,900	\$	349,000	\$	477,000	\$	480,000	\$	475,200	\$	476,300	\$	476,300	\$		\$	380,500	\$	384,300
TTOO OTHER EVERNISES																				
7700. OTHER EXPENSES 705 Chamber of Commerce	\$	_	\$		\$	_	\$	_	\$	_	\$		\$		\$		\$	_	\$	_
710 Cash Basis Reserve	Ţ		Ţ		Ţ		Ţ		Ţ		Ţ		٧		Ą		Ų		Ų	
712 Loan		-																		
Overhead Fee	\$	-	\$	62,400	\$	71,629	\$	56,792	\$	81,714	\$	87,314	\$	87,314	\$	89,933	\$	92,631	\$	95,410
Overhead Benefits Reimb				45.000		15 717		10 113		17.207		-						-		-
Mechanic/Repair Fee Health Insurance Reimb				15,000 6,837		15,717 15,067		18,412 19,061		17,307 12,547		13,776		13,776		15,154		16,366		- 17,675
TOTAL OTHER EXPENSES	\$	-	\$	84,237	\$	102,413	\$	94,265	\$	111,568	\$	101,090	\$	101,090	\$	105,087	\$		\$	113,086
TOTAL EXPENDITURES	\$	838,813	\$	774,861	\$	783,036	\$	847,921	\$	960,441	\$:	1,033,344	\$	960,150	\$	862,049	\$	929,578	\$	992,257

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: March 2016	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANC
GENERAL				
Administration	548,234.00		105,821.46	442,412.5
Codes Enforcement	154,103.00		19,587.64	134,515.3
Police	886,702.00	11,617.46	180,580.41	717,739.0
John Brown Cabin	38,416.00	11,017.10	7,947.02	30,468.9
Public Works	245,495.00		44,046.33	201,448.6
Swimming Pool	2 10, 100.00		-	201,110.0
Properties & Maintenance	326,332.00	895.30	74,627.08	252,600.2
Fire	68,712.00	1,800.00	14,516.28	55,995.7
Municipal Court	164,889.00	1,000.00	34,364.66	130,524.3
Levees & Storm Water	24,992.00		944.68	24,047.3
Library	151,863.00	717.24	33,075.85	119,504.3
	· ·		·	·
TOTAL	2,609,738.00	15,030.00	515,511.41	2,109,256.5
WATER				
Administration	319,167.00		64,989.52	254,177.4
Water Treatment	405,031.00		62,360.02	342,670.9
Water Distribution	309,931.00		63,924.28	246,006.7
	· ·		•	·
TOTAL	1,034,129.00	-	191,273.82	842,855.1
ELECTRIC				
Administration	1,222,823.00		288,513.22	934,309.7
Electric Production	2,485,385.00		414,121.25	2,071,263.7
Elect Transmission	579,205.00		96,137.53	483,067.4
TOTAL	4,287,413.00		798,772.00	3,488,641.0
EMPLOYMENT BENEFIT	759,922.00	37,862.34	290,208.84	507,575.5
REFUSE	431,500.00	31,002.34	66,417.34	365,082.6
			1,728.84	
LIBRARY	111,000.00		,	109,271.1
RECREATION	4,000.00		147.05	3,852.9
RURAL FIRE	75,000.00		3,364.89	71,635.1
INDUSTRIAL DEN CANA	61,500.00		2,878.45	58,621.5
REVOLVING LOAN	-		7,000,04	- 00 744.0
SPECIAL PARKS & REC	96,043.00		7,328.04	88,714.9
ST IMPROVEMENT	179,980.00		14,804.65	165,175.3
BOND & INTEREST	887,020.00		61,507.50	825,512.5
PUBLIC SAFETY EQUIP.	18,704.00		601.90	18,102.1
FIRE INS PROCEEDS	-		-	-
SEWER	1,033,344.00		243,825.94	789,518.0
REC EMP BENEFITS	1,000.00		18.42	981.5
GOLF COURSE	281,878.00	-	50,702.21	231,175.7
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	111,351.00	-	14,128.27	97,222.7
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	146,500.00		46,577.00	99,923.0
CAPITAL IMP STREET	1,200,000.00		5,054.15	1,194,945.8
CAPITAL IMP - SEWER	-	-	(368.00)	368.0
CAPITAL IMP - GRANTS	-		9,401.40	(9,401.4
CAPITAL IMP - WATER	-		213,282.63	(213,282.6
ELECTRIC REVENUE BOND	-		54,302.85	(54,302.8
CAFETERIA 125 #50	62,500.00		8,028.85	54,471.
COURT ADSAP #51	15 000 00		2 224 00	11 776 (
COURT BONDS #52 FOREITURES #53	15,000.00		3,224.00	11,776.0
PAY PAL #55			<u> </u>	
1-28 Agenda PaGERAND TOTAL	13,407,522.00	52,892.34	2,602,722.45	10,857,691.8

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: December 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 3/31/2016
GENERAL OPERATING	422,151.52	782,574.39	500,481.41	704,244.50		704,244.50
WATER	179,812.64	206,825.99	191,273.82	195,364.81		195,364.81
ELECTRIC	581,707.49	931,341.00	798,772.00	714,276.49		714,276.49
EMPLOYEE BENEFIT	69,806.10	369,258.65	252,346.50	186,718.25		186,718.25
REFUSE	4,941.92	101,925.01	66,417.34	40,449.59		40,449.59
LIBRARY	106,246.95	80.62	1,728.84	104,598.73		104,598.73
RECREATION	-	147.05	147.05	-		-
RURAL FIRE	7,399.18	10,447.59	3,364.89	14,481.88		14,481.88
INDUSTRIAL	60,641.06	17,275.00	2,878.45	75,037.61		75,037.61
REVOLVING LOAN	-	, -	-	-		-
SPECIAL PARKS & REC	94,867.01	685.06	7,328.04	88,224.03		88,224.03
STREET IMPROVEMENTS	111,836.75	28,883.62	14,804.65	125,915.72		125,915.72
BOND & INTEREST	156,240.81	289,468.51	61,507.50	384,201.82		384,201.82
PUBLIC SAFETY EQUIP.	3,673.08	3,960.00	601.90	7,031.18		7,031.18
FIRE INS PROCEEDS	0.84	3,700.00	-	0.84		0.84
SEWER	245,326.31	223,113.79	243,825.94	224,614.16		224,614.16
RECREATION BENEFIT	-	18.42	18.42	(0.00)		(0.00)
GOLF COURSE	5,600.86	70,631.31	50,702.21	25,529.96		25,529.96
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	15,345.03	14,128.27	40,953.76		40,953.76
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	35,000.00	46,577.00	29,426.09		29,426.09
CAPITAL IMP STREETS	913,026.66	-	5,054.15	907,972.51		907,972.51
CAPITAL IMP - SEWER	(368.00)	-	(368.00)	-		-
CAPITAL IMP - GRANTS	121,346.09	-	9,401.40	111,944.69		111,944.69
CAPITAL IMP - WATER	569,576.78	-	213,282.63	356,294.15		356,294.15
ELECTRIC REVENUE BONDS	3,954,053.80	50,501.49	54,302.85	3,950,252.44		3,950,252.44
CAFETERIA 125 # 50	32,174.07	6,219.53	8,028.85	30,364.75		30,364.75
COURT ADSAP #51	7,401.00	=	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	5,250.00	3,224.00	15,692.54		15,692.54
FORFEITURES # 53	2,928.42	225.00	-	3,153.42		3,153.42
PAYPAL #55	0.01	-	-	0.01		0.01
4-28 Agenda Pack OTALS	7,767,595.18	3,149,177.06	2,549,830.11	8,366,942.13	-	8,366,942.13

YEAR: THROUGH MARCH City od Osawatomie

Page: 1 4/21/2016 2:04 pm

Account Number			Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVE	STMENTS					
100.101 CASH & IN	IVESTMENTS					
01-000-100.101	CASH & INVESTMENTS		422,151.52	976,907.60	694,814.62	704,244.50
02-000-100.101	CASH & INVESTMENTS		179,812.64	214,522.12	198,969.95	195,364.81
03-000-100.101	CASH & INVESTMENTS		581,707.49	959,463.10	826,894.10	714,276.49
04-000-100.101	CASH & INVESTMENTS		69,806.10	407,120.99	290,208.84	186,718.25
05-000-100.101	CASH & INVESTMENTS		4,941.92	101,925.01	66,417.34	40,449.59
06-000-100.101	CASH & INVESTMENTS		106,246.95	80.62	1,728.84	104,598.73
07-000-100.101	CASH & INVESTMENTS		0.00	147.05	147.05	0.00
08-000-100.101	CASH & INVESTMENTS		7,399.18	10,447.59	3,364.89	14,481.88
09-000-100.101	CASH & INVESTMENTS		60,641.06	17,275.00	2,878.45	75,037.61
10-000-100.101	CASH & INVESTMENTS		0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS		94,867.01	845.65	7,488.63	88,224.03
12-000-100.101	CASH & INVESTMENTS		111,836.75	29,312.37	15,233.40	125,915.72
13-000-100.101	CASH & INVESTMENTS		156,240.81	289,468.51	61,507.50	384,201.82
14-000-100.101	CASH & INVESTMENTS		3,673.08	3,960.00	601.90	7,031.18
15-000-100.101	CASH & INVESTMENTS		0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS		245,326.31	227,974.27	248,686.42	224,614.16
17-000-100.101	CASH & INVESTMENTS		0.00	18.42	18.42	0.00
18-000-100.101	CASH & INVESTMENTS		5,600.86	73,704.14	53,775.04	25,529.96
19-000-100.101	CASH & INVESTMENTS		0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS		9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS		0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS		39,737.00	15,512.03	14,295.27	40,953.76
23-000-100.101	CASH & INVESTMENTS		12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS		41,003.09	35,000.00	46,577.00	29,426.09
25-000-100.101	CASH & INVESTMENTS		913,026.66	0.00	5,054.15	907,972.51
26-000-100.101	CASH & INVESTMENTS		-368.00	368.00	0.00	0.00
27-000-100.101	CASH & INVESTMENTS		121,346.09	0.00	9,401.40	111,944.69
28-000-100.101	CASH & INVESTMENTS		569,576.78	0.00	213,282.63	356,294.15
30-000-100.101	CASH & INVESTMENTS		0.00	1,568,423.23	1,568,423.23	0.00
33-000-100.101	CASH & INVESTMENTS		3,954,053.80	50,501.49	54,302.85	3,950,252.44
50-000-100.101	CASH & INVESTMENTS		32,174.07	6,219.53	8,028.85	30,364.75
51-000-100.101	CASH & INVESTMENTS		7,401.00	0.00	0.00	7,401.00
	CASH & INVESTMENTS		13,666.54	5,250.00	3,224.00	15,692.54
	CASH & INVESTMENTS		2,928.42	225.00	0.00	3,153.42
54-000-100.101	CASH & INVESTMENTS		0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS		0.01	0.00	0.00	0.01
Total for 100.101			7,767,595.18	4,994,671.72	4,395,324.77	8,366,942.13
Total for 100.101			7,767,595.18	4,994,671.72	4,395,324.77	8,366,942.13
		Grand Totals:	7,767,595.18	4,994,671.72	4,395,324.77	8,366,942.13