

OSAWATOMIE CITY COUNCIL
AGENDA
May 26, 2016
6:30 p.m., Memorial Hall

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

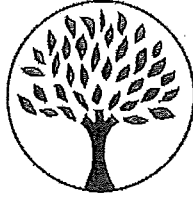
Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. May 26 Agenda
 - B. Approve Fireworks Stand Permit
 - i. Moon’s Hometown Market
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.
7. Presentations & Proclamations
 - A. June Business Appreciation Proclamation
8. Public Hearings
9. Unfinished Business
 - A. CDBG Special Round Project – Bids for Sports Complex Courts
10. New Business
 - A. Generation Project Contract Approvals
 - i. IES Commercial – Phase II of 7th Street Substation
 - ii. NMC Power Systems – Substation Controls
 - iii. Mid States Energy Works – 7th Street Switchgear
 - iv. Belger – Crane to Load Pad-mount Transformers
11. Council Reports
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

REGULAR MEETING – June 9, 2016
REGULAR MEETING – June 23, 2016

CITY OF OSAWATOMIE



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

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

2016

APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand: MOON'S DISCOUNT FIREWORKS

Location of Stand: MOON'S P. LOT (NE CORNER 6th & WALNUT) of Storage: SAME

Applicant's Name: MIKE MOON

Address: 111 ROHRER HTS DR.

Home #: NONE Cell #: [REDACTED] Email: [REDACTED]

Fed ID #: _____ State of KS Tax ID #: [REDACTED]

I understand and agree to follow the laws of the State of Kansas and the Ordinances of the City of Osawatomie. I have received a copy of Article 3. The application fee does not guarantee issuance of approval at the time of setup.

Applicant's Signature: [REDACTED] Date: 5/25/16

Applications for the sale of fireworks shall be filed with the City Clerk between January 1 & May 31 of the year in which the permit is to be effective. Upon submittal of the application with the permit fee, the City Council will consider the application for approval at their next regularly scheduled meeting. However, all necessary documents must be received by the Deputy City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31st deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY (Stand Fee \$1,000)

Date of Application: 05-26-16 Receipt #: _____ Check #: 1273

- _____ **Drawing**
- _____ **Certificate of Insurance - City of Osawatomie MUST be named as ADDITIONAL INSURED**
- _____ **If located in a tent, proof of flame retardant.**
- _____ **Letter of permission from property owner (if applicable).**
- _____ **Letter of permission from property owner of structures, etc. within 50' (if applicable).**
- _____ **Electricity Temporary Hookup** Rcpt #: _____ Check #: _____

_____ Council Approval Date
_____ Endorsement of Chief of Police, Fire Chief, Utility Distribution Supervisor & Building Official (Inspection sheet attached)
_____ Permit Approved by Deputy City Clerk Signature: _____

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: May 26, 2016

AGENDA ITEM: Electric Project Contract Approvals

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Included in the packet are 4 contracts related to the Electric Generation Project that need Council Approval. Again, with the assistance of JEO, the City is acting as a construction manager on this project and hiring contractors directly for each phase. The City Council will see many more contracts and proposals than they normally see on a construction project.

The attached recommendation letter outlines the purpose for each contract. A project budget for the 7th Street Substation has been included by JEO. Also, I have included an overall project budget to show where we are to date. The 7th Street Substation budget has exhausted most of its portion of contingencies, but almost all of this portion of the project will have been awarded with the approval of these approved contracts. Furthermore, the contract with NMC include \$313,000 of expenses for the 9th Street Substation portion of the project.

A summary of the contracts is as follows:

- IES Commercial – Phase II Substation Construction (\$146,823)
- NMC Power Systems – Substation Controls (7th & 9th) and Circuit Breakers (\$614,258)
- Mid-States Energy Works – 7th Street Switchgear (\$182,761)
- Belger Cartage Service – Crane Loading of Pad-Mount Transformers

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed contracts with NMC Power Systems, Mid-States Energy Works, IES Commercial and Belger Cartage as presented.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: May 26, 2016

AGENDA ITEM: CDBG Sports Complex Bids

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On April 28, the Council rejected the bids for the Sports Complex as the low bid on the project was \$60,000 over budget and \$20,000 over the engineer's estimate. I met with USD 367 Superintendent Gary French and BG Consultants in early May to see what could be changed in the project to bring the bid in-line with the budget. The decision was to make three items alternates (wind screen, lighting and the playground shade structure) and rebid the project.

Bids were opened yesterday morning and the low bid was within budget and under the Engineer's estimate. The bids are attached and a recommendation is provided by BG Consultants to accept the low bid. After discussing the bids with Supt. French, we believe the best course of action is to accept the base bid of \$158,815 to build the tennis and basketball courts. The alternates for the lighting, windscreen and shade structure will not be accepted. Supt. French has also agreed that the District will be responsible for any change orders on the project.

For the future, the school believes it can install the windscreen cheaper within their budget and the City and District will discuss lighting options for the future. We will make sure that conduit is placed in the project so that future lighting won't require cutting the courts to run electrical lines.

COUNCIL ACTION NEEDED: Review and consider the staff recommendation.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends the Council accept the low base bid of \$158,815, with no alternates accepted, and award the contract to McConnell & Associates for the Court Improvements at the Karl E. Cole Sports Complex.



May 25, 2016

Mayor and Council Members
City of Osawatomie, KS
439 Main St
Osawatomie, KS 66431

Re: Karl E. Cole Sports Complex Improvements
BG Project Number 15-1372L
CDBG Project Number 15-PF-064

Dear Mayor and City Council:

The bid letting for the above referenced project was held on May 25, 2016. Two (2) valid bids were received, opened and read aloud to the public. The project includes a base bid for the construction of approximately 1000 SY of concrete work, acrylic resurfacing of the tennis and basketball courts, installation of new tennis nets and basketball goals, and 10' high fencing.

The Base Bids ranged between \$158,815.00 and \$169,405.00. The engineer's estimate was \$182,040.00. The bid price for Additional Alternate #1 - Windscreen, ranged between \$6,510.00 and \$8,000.00. The engineer's estimate was \$7,000.00. The bid price for Additional Alternate #2 - Electrical and Lighting, ranged between \$58,695.00 and \$62,400.00. The engineer's estimate was \$64,800.00. The bid price for Additional Alternate #3 - Shade Canopy, ranged between \$12,250.00 and \$15,000.00. The engineer's estimate was \$18,000.00. Detailed bid tabulations are attached.

McConnell and Associates submitted the low bid for Base Bid plus Add. Alt. 1, 2, and 3 of \$236,270.00.

Based upon review of the bids and prior experience with McConnell and Associates, we believe that this Contractor has the qualifications to construct the *Karl E. Cole Sports Complex Improvements*.

If the Base Bid project is to be constructed, we recommend awarding the construction contract to McConnell and Associates in the amount of \$158,815.00. (see bid tabs) contingent upon funding agency concurrence and authorize construction.

If the Base Bid plus any alternate is to be constructed, we recommend awarding the construction contract to McConnell and Associates (see bid tabs) contingent upon funding agency concurrence and authorize construction.

Project Selected:

- Base**
- Base + Alternate No.(s)** _____

If you concur with this recommendation, please sign and date the attached Notice of Award.



Please call if you have any questions or need additional information.

Sincerely,

BG CONSULTANTS, INC.



Brian P. Kingsley, P.E.
Vice President

Attachment: Notice of Award
Bid Tabulations



BID TABULATIONS
Karl E. Cole Sports Complex Improvements
Osawatomie, Kansas
Bid Letting May 25, 2016
15-1372L

				Engineer's Estimate		McConnell & Associates		D.F. Osborne	
<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Unit Price</u>		<u>Unit Price</u>	
Storm Shelter, East Parking Area, and Sidewalk									
1.	Mobilization	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 1,456.00	\$ 1,456.00	\$ 15,000.00	\$ 15,000.00
2.	Contractor Construction Staking	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00
3.	Removal of Existing Structures	1	Lump Sum	\$ 1,800.00	\$ 1,800.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00
4.	Unclassified Excavation	200	Cu. Yd.	\$ 25.00	\$ 5,000.00	\$ 30.00	\$ 6,000.00	\$ 32.50	\$ 6,500.00
5.	Compaction of Earthwork (Type B)(MR-90)	200	Cu. Yd.	\$ 6.00	\$ 1,200.00	\$ 3.00	\$ 600.00	\$ 7.50	\$ 1,500.00
6.	Aggregate Base (AB-3)(6")	100	Sq. Yd.	\$ 12.50	\$ 1,250.00	\$ 12.75	\$ 1,275.00	\$ 12.50	\$ 1,250.00
7.	Extend Tennis Court - Concrete Pavement (4" Uniform)(AE)	1010	Sq. Yd.	\$ 45.00	\$ 45,450.00	\$ 45.00	\$ 45,450.00	\$ 52.50	\$ 53,025.00
8.	Resurface Basketball and Tennis Courts (Acrylic Surface)	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 29,925.00	\$ 29,925.00	\$ 25,000.00	\$ 25,000.00
9.	Basketball Goal with Pole and Footing	4	Each	\$ 3,500.00	\$ 14,000.00	\$ 2,790.00	\$ 11,160.00	\$ 3,000.00	\$ 12,000.00
10.	Tennis Court Net with Poles and Footings	2	Each	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00
11.	Chain Link Fencing (10' Height)(4 Gates)	748	Lin. Ft.	\$ 80.00	\$ 59,840.00	\$ 70.00	\$ 52,360.00	\$ 60.00	\$ 44,880.00
12.	Place Electrical Conduit for Future Electrical (Only Under Newly Poured Concret	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 4,995.00	\$ 4,995.00	\$ 5,500.00	\$ 5,500.00
Base Bid Total =				\$ 182,040.00		\$ 158,821.00		\$ 169,655.00	
Alternate No. 1									
<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>		<u>Unit Price</u>		<u>Unit Price</u>	
1.	Windscreen	1	Lump Sum	\$ 7,000.00	\$ 7,000.00	\$ 6,510.00	\$ 6,510.00	\$ 8,000.00	\$ 8,000.00
Alternate No. 1 Total =				\$ 7,000.00		\$ 6,510.00		\$ 8,000.00	
Alternate No. 2									
<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>		<u>Unit Price</u>		<u>Unit Price</u>	
1.	Light Fixture Head Group (LED)	8	Each	\$ 2,475.00	\$ 19,800.00	\$ 2,045.00	\$ 16,360.00	\$ 2,800.00	\$ 22,400.00
2.	25' Light Pole (Square Straight Steel)	6	Each	\$ 1,500.00	\$ 9,000.00	\$ 1,085.00	\$ 6,510.00	\$ 2,000.00	\$ 12,000.00
3.	Electrical	1	Lump Sum	\$ 36,000.00	\$ 36,000.00	\$ 35,825.00	\$ 35,825.00	\$ 28,000.00	\$ 28,000.00
Alternate No. 2 Total =				\$ 64,800.00		\$ 58,695.00		\$ 62,400.00	
Alternate No. 3									
<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>		<u>Unit Price</u>		<u>Unit Price</u>	
1.	Prefabricated Cloth Canopy (30' x 40')(Installed)	1	Lump Sum	\$ 18,000.00	\$ 18,000.00	\$ 12,250.00	\$ 12,250.00	\$ 15,000.00	\$ 15,000.00
Alternate No. 3 Total =				\$ 18,000.00		\$ 12,250.00		\$ 15,000.00	
Grand Total Base Bid + Add Alt 1-3 =				\$ 271,840.00		\$ 236,276.00		\$ 255,055.00	

NOTICE OF AWARD

Date of Issuance:

Owner: City of Osawatomie, KS

CDBG Project No.: #15-PF-064

Engineer: BG Consultants, Inc.

Engineer's Project No.: 15-1372L

Project: Karl E. Cole Sports Complex Improvements

Contract Name: Karl E. Cole Sports Complex Improvements

Bidder: McConnell & Associates

Bidder's Address: 1225 Iron St, Kansas City, MO 64116

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 25, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ *[note if subject to unit prices, or cost-plus]*

Five sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner 5 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [Bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within fifteen days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner

By:

Authorized Signature

Title:

Copy: Engineer

CDBG Sports Complex Project Budget

	<u>May-15</u> <u>EPOC</u>	<u>Apr-16</u> <u>EPOC</u>	<u>Apr-16</u> <u>Low Bid</u>	<u>May-16</u> <u>EPOC</u>	<u>Already</u> <u>Committed</u>	<u>Low Bid</u> <u>w/ alts</u>	<u>Suggested</u> <u>Contract</u>	<u>TOTAL</u>
COMPLEX								
Construction Items								
Bleachers	\$ 56,000	\$ 56,654	\$ -	\$ 56,654	\$ 56,654	\$ -	\$ -	\$ 56,654
Courts	92,700	140,570	159,991	182,040	-	158,815	158,815	158,815
Wind Screen	-	-	-	7,000	-	6,510	-	-
Lighting	51,500	51,300	58,695	64,800	-	58,695	-	-
Shade Structure	15,700	18,200	12,250	18,000	-	12,250	-	-
Subtotal	\$ 215,900	\$ 266,724	\$ 230,936	\$ 328,494	\$ 56,654	\$ 236,270	\$ 158,815	\$ 215,469
Eng Design	\$ 21,200	\$ 21,200	\$ -	\$ 21,200	\$ 21,200		\$ -	\$ 21,200
Inspection	15,900	15,900		15,900	15,900		-	15,900
Subtotal COMPLEX	\$ 253,000	\$ 303,824	\$ 230,936	\$ 365,594	\$ 93,754	\$ 236,270	\$ 158,815	\$ 252,569
MAIN ST SIDEWALKS	\$ 112,000	\$ 128,198	\$ -	\$ 128,198	\$ 128,198	\$ -	\$ -	\$ 128,198
Grant Admin	20,000	20,000		20,000	20,000			20,000
TOTAL	\$ 385,000	\$ 452,022	\$ 230,936	\$ 513,792	\$ 241,952	\$ 236,270	\$ 158,815	\$ 400,767
Funds								
CDBG	\$ 350,000	\$ 350,000	\$ 159,246	\$ 350,000	\$ 190,754	\$ 159,246	\$ 159,246	\$ 350,000
City	35,000	51,198	71,690	51,198	51,198	-	(431)	50,767
USD 367	-	50,824		47,794	-	77,024	-	-
TOTAL	\$ 385,000	\$ 452,022	\$ 230,936	\$ 448,992	\$ 241,952	\$ 236,270	\$ 158,815	\$ 400,767

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, the businesses of Osawatomie are vital to our state's economic health; and

WHEREAS, Osawatomie's existing businesses are the key to a prosperous future; and

WHEREAS, these businesses provide the most important components of growth as their expansion accounts for the majority of new jobs created for the citizens of Osawatomie; and

WHEREAS, public awareness of the contributions made by businesses is the key to sustaining a healthy business – community relationship; and

WHEREAS, the people of Osawatomie are grateful to the businesses of Osawatomie for their generous contributions to the quality of life we all enjoy;

WHEREAS, over 200 private sector businesses have chosen Osawatomie as their place of business; and

WHEREAS, those businesses employ more than 1,375 people, with over 1,500 being employed within our school district boundaries;

NOW, THEREFORE, I, L. Mark Govea, Mayor of Osawatomie, do hereby proclaim

June, 2016

Kansas Business Appreciation Month

in Osawatomie, and urge all citizens to salute their local businesses and their employees for their outstanding contributions and commitment to our community.

Proclaimed this 26th day of May, 2016.

L. Mark Govea, Mayor
City of Osawatomie



May 23, 2016

City of Osawatomie, KS
Attn: Don Cawby, City Manager
PO Box 37
Osawatomie, KS 66064

RE: Osawatomie, Kansas
12 MW Generation Capacity Improvements
JEO Project No. 141554

Members of the Council:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the following four items to be discussed at the May 26, 2016 City council meeting:

1. The City did not receive any responsive bids on May 3, 2016 for the '7TH Street Substation Phase II' project. JEO did receive a non-responsive bid via email, but it did not contain a bid bond as the Contractor originally intended to be a sub-contractor. The City has advised JEO to enter into contract negotiations with the Contractor who submitted a bid, IES Commercial, Inc. (IES). IES completed the ground grid for the City as part of Phase I of the substation without any problems or concerns. JEO recommends that the City accept the Bid Form submitted by IES in the amount of \$146,823.00.
2. JEO has been working with NMC Power Systems (NMC) on the 'Osawatomie Generator Automation – Phase III' project. NMC will be providing the 7th Street Substation Addition Controls, 4000 amp circuit breaker refurbishment and 9th Street Substation Controls. NMC is an authorized Caterpillar dealer and has completed several projects for JEO successfully. JEO recommends that the City execute the agreement with NMC in the amount of \$614,258.00.
3. JEO has been working with Mid-States Energy Works, Inc. (Mid-States) on the 7TH Street Substation – Phase IV Switchgear Addition' project. Mid-States will be providing three additional metal-clad switchgear sections and applicable accessories. Mid-States completed the original installation of the existing metal-clad switchgear and was highly recommended to JEO by City staff. JEO recommends that the City execute the agreement with Mid-States in the amount of \$182,761.00.
4. JEO has been working with local crane rental and rigging companies to procure proposals to place the six 2500 kVA pad-mount transformers onto Solomon Corporation (Solomon) trucks for transport to their facility. Belger Cartage Service, Inc. (Belger) and Haggard Hauling & Rigging, Inc. (Haggard) each provided a quote. City staff and Solomon have worked with both companies and did not indicate any preference. JEO recommends that the City accept the Belger quote at the standard hourly rate of \$165.00 per hour.

Respectfully submitted,

A handwritten signature in blue ink that reads 'David R. Peterson'.

David R. Peterson, P.E.
Senior Electrical Engineer

DRP:skw

BID FORM

PROJECT IDENTIFICATION:

PROJECT NAME: 7th Street Substation Phase II, Osawatomie, Kansas

JEO PROJECT NO.: 141554

IES COMMERCIAL, INC.
3000 Old Hadar Road P.O. Box 674
NORFOLK, NE 68702-0674
(402) 371-5181

5/26/16
DATE

NAME OF BIDDER

THIS BID IS SUBMITTED TO:

City of Osawatomie
Attn: Blake Madden
439 Main Street
PO Box 37
Osawatomie, KS 66064

EJCDC® C-410, Bid Form for Construction Contracts.

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TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient.....	3
ARTICLE 2 – Bidder’s Acknowledgements.....	3
ARTICLE 3 – Bidder’s Representations	3
ARTICLE 4 – Bidder’s Certification.....	4
ARTICLE 5 – Basis of Bid.....	5
ARTICLE 6 – Time of Completion	6
ARTICLE 7 – Defined Terms	6
ARTICLE 8 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Osawatomie
Attn: Blake Madden
439 Main Street
PO Box 37
Osawatomie, KS 66064**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

EJCDC® C-410, Bid Form for Construction Contracts.

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A					
1	Generator Enclosure Re-Assembly Work: Complete with intake/discharge louvers, discharge scoops, exhaust catalyst/cabling/stacks/monitoring, stands/stairs/railings, exterior/interior lighting, motorized damper operation and all incidentals for a complete assembly.	1	LS		24,341. ⁰⁰
2	Fencing	1	LS		11,615. ⁰⁰
3	Grounding: Complete with equipment, fencing and all incidentals for a complete product.	1	LS		20,200. ⁰⁰
4	Switchgear Building: New entry door	1	LS		1,575. ⁰⁰
5	Switchgear Building Electrical: Complete with exit/outdoor lighting, switching, conductors, conduit and all incidentals for a complete product.	1	LS		12,291. ⁰⁰
6	Generator Electrical: Complete with conductors, connections and all incidentals for a complete product from each 4000/3 circuit breaker to the 1200/3 circuit breaker.	1	LS		76,861. ⁰⁰
7	Final Grading/Rock Surfacing	1	LS		FBO
TOTAL GROUP A					146,823. ⁰⁰

EJCDC® C-410, Bid Form for Construction Contracts.

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Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the start date for the work will be 6/20/16 and will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



March 22, 2016

Mr. Dave Peterson, PE
JEO Consulting Group, Inc.
803 W. Norfolk
P.O. Box 1424
Norfolk, NE 68702-1424

Re: Osawatomie, KS – Caterpillar Generator Automation

Dear Dave,

7th Street Substation Addition Controls

As you requested, we are pleased to provide this proposal for an auto-start and auto-sync control system for the Caterpillar generator installation in Osawatomie, KS. Our proposal includes the following:

- 3 – Generator neutral reactors
- 3 – Sections wall mounted, NEMA 1 control panel w/one (1) synchronizing panel
- 3 – Generator switchgear doors and panels removed, rebuilt, and re-installed
- 1 – Control wire termination between generators and control panel (wires installed by others)
- 1 – Allen-Bradley PLC control system w/HMI terminal
- 1 – PLC and HMI programming and commissioning
- 1 – Generator synchronizing and automatic load control
- 1 – Manual capability to black start and synchronize generators
- 1 – System installation and integration into existing generator controls
- 3 – Paper copies of project as-built drawings
- 1 – Manuals and project drawings on DVD

7th STREET BASE PRICE: \$301,185.00

9th Street Substation Controls

It is our understanding that the second phase of the generator control system involves another three (3) generators being installed in a new 9th Street Substation with identical controls. Using the 7th Street Substation as a basis of design, our proposal includes the following:

- 3 – Generator neutral reactors
- 3 – Sections wall mounted, NEMA 1 control panel w/one (1) synchronizing panel
- 3 – Generator switchgear doors and panels removed, rebuilt, and re-installed
- 1 – Control wire termination between generators and control panel (wires installed by others)
- 1 – Allen-Bradley PLC control system w/HMI terminal
- 1 – PLC and HMI programming and commissioning
- 1 – Generator synchronizing and automatic load control
- 1 – Manual capability to black start and synchronize generators
- 1 – System installation and integration into existing generator controls
- 1 – Generator switchgear section reconditioned w/replacement refurbished breaker
- 3 – Paper copies of project as-built drawings
- 1 – Manuals and project drawings on DVD

9th STREET BASE PRICE: \$270,928.00

Option #1 - 9th Street Substation Controls

Include a refurbished 4000Amp Breaker, refurbish the cabinet and breaker structure

9th STREET OPTION #1 BASE PRICE: \$42,145.00

11002 Sapp Bros. Dr.
Omaha, NE 68138

4918 F St.
Omaha, NE 68117

10608 Sapp Bros. Dr.
Omaha, NE 68138

10808 S. 156th St.
Omaha, NE 68136

2705 N. 10th St.
Gering, NE 69341

3501 S. Jeffers St.
North Platte, NE 69101

10501 S. US Hwy. 281
Doniphan, NE 68832

622 23rd St.
Columbus, NE 68601

2514 S. 13th St.
Norfolk, NE 68701

1717 Chiefs Way
Wayne, NE 68787

925 280th Rd.
Seward, NE 68434

930 West O St.
Lincoln, NE 68528

401 NW 56th St.
Lincoln, NE 68528

5601 NE 22nd St.
Des Moines, IA 50313

11332 265th St.
Mason City, IA 50401



Any applicable sales tax is not included in the above prices. An anticipated order date of May 1, 2016 will result in project completion by Dec 31st 2016 provided the project is not delayed by any other contractor or acts of God.

Clarifications

- NMC is not providing any Caterpillar Generator Set repair, service, and startup or testing in this proposal. Those functions should be contracted directly from Foley Power Systems. This proposal includes functional testing and commissioning of the paralleling controls as described above and includes bonding and insurance as described in the contract.

Exclusions

The following items are not included in the above prices.

- Any switchgear or switchgear addition
- Current and potential transformers
- Control batteries or engine cranking batteries
- Protective relays and relay testing
- NETA testing
- Relay coordination study
- Load sharing modules (with the existing engine controls)
- Installation of any power conduit or conductors
- Installation of any control conduit or interconnecting conductors
- Load banks for generator testing
- Any diesel fuel

Thank you for considering NMC Power Systems for your service needs. Feel free to contact me if you have any questions concerning this proposal.

Regards,
Pat Henry

NMC Power Systems
Pat Henry, Advanced Electrical Systems Sales
Direct: 402-891-7510
Cell: 402-658-3479

11002 Sapp Bros. Dr.
Omaha, NE 68138

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Lincoln, NE 68528

5601 NE 22nd St.
Des Moines, IA 50313

11332 265th St.
Mason City, IA 50401



NOTES, TERMS AND CONDITIONS

This quotation is valid for a firm; written order for the equipment described herein and is valid for 30 days from the original date of quotation.

This project may be impacted by commodity surcharges.

Generators, transfer switches and switchgear will be invoiced at the time of delivery. Payment terms are net 30 days from the date of invoice and are subject to the approval of our credit department at the time an order is placed. NMC Power Systems does not approve or acknowledge any other terms with express written confirmation.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Osawatomie, Kansas ("Owner") and
NMC Power Systems ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Labor and materials necessary to complete installation of 7th Street substation addition controls; refurbish 4000 amp circuit breaker, cabinet and breaker structure; and 9th Street Substation controls.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Osawatomie Generator Automation - Phase III, Osawatomie, Kansas.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by JEO Consulting Group, Inc.

3.02 The Owner has retained JEO Consulting Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days and Dates*

A. The start date for the Work will be May 26, 2016 and the Work will be substantially completed within 340 calendar days after the date when the Contract Times commence to run and on or before May 1, 2017 as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 427 days after the date when the Contract Times commence to run and on or before July 27, 2017.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 - 7th Street Substation - December 1, 2016
2. Milestone 2 - Rebuild 4000A Circuit Breaker - February 1, 2017
3. Milestone 3 - 9th Street Substation - May 1, 2017

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Milestones: Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, 2, and 3 until respective Milestone is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A					
1	7 th Street Substation Addition Controls to include: (3) generator neutral reactors; (3) wall mounted NEMA 1 control panel sections with (1) synchronizing panel; (3) generator switchgear door(s) & panel(s) removal, rebuilding and re-installed; (1) control wire termination b/t generators and control panel (wires furnished & installed by others); (1) Allen-Bradley PLC control system w/ HMI terminal; (1) PLC and HMI programming and commissioning; (1) generator synchronizing and automatic load control; (1) manual capability to black start and synchronize generators; (1) system installation and integration into existing generator controls; (3) paper copies of project as-built drawings; (1) manual and project drawings DVD	1	LS		\$301,185

Item No.	Description	Quantity	Unit	Unit Price	Total
2	9 th Street Substation Controls to include: (1) refurbished 4000 amp circuit breaker, cabinet and breaker structure	1	LS		\$42,145
3	9 th Street Substation Controls to include: (3) generator neutral reactors; (3) wall mounted NEMA 1 control panel sections with (1) synchronizing panel; (3) generator switchgear door(s) & panel(s) removal, rebuilding and re-installed; (1) control wire termination b/t generators and control panel (wires furnished & installed by others); (1) Allen-Bradley PLC control system w/ HMI terminal; (1) PLC and HMI programming and commissioning; (1) generator synchronizing and automatic load control; (1) manual capability to black start and synchronize generators; (1) system installation and integration into existing generator controls; (1) generator switchgear section reconditioned w/ replacement refurbished breaker; (3) paper copies of project as-built drawings; (1) manual and project drawings DVD	1	LS		\$270,928
TOTAL GROUP A					\$614,258

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$614,258.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 24th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 9, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: 2016 Osawatomie Generator Automation - Phase III, Osawatomie, Kansas.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.05 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

- B. If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**



SALINA, KS 67402-1098 • 618 NORTH SANTA FE • P.O. BOX 1098 • PHONE 785-827-3631 • FAX 785-827-3633

May 9, 2016

City of Osawatomie
Attn: Dave Peterson
439 Main St.
Osawatomie, KS 66064

Re: Proposal for to supply three sections of Eaton/Cutler Hammer 15 kV switchgear

Dave,

Mid-States Energy Works, Inc. appreciates the opportunity to provide the City of Osawatomie with the following proposal to supply three sections of Cutler Hammer switchgear rated 15kV, with a 2,000 amp main bus, and three 1,200 amp breakers.

Mid-States will purchase three power module sections from Eaton/Cutler Hammer. Each power module will have a 1,200 amp break in the bottom that will interchange with the existing breakers. Mid-State will fabricate three front doors and three rear extensions to match the existing switchgear. Mid-States will assemble the three sections, fabricate the bus, and install the bus. Mid-States will deliver the switchgear to Osawatomie, place it in the building, and bolt it up to the existing switchgear. An outage will be required to connect the main bus.

The Mid-States proposal includes the following:

- (3) - Eaton/Cutler Hammer power module sections
- (3) - Eaton/Cutler Hammer 1,200 amp breakers
- (3) - Front doors
- (3) - Rear extensions
- (3) - SEL 351 relays, part number 035154A3A54XX1, mounted in the front door
- (3) - Breaker control switches, mounted in the front door
- (9) - GE ET-16 Indicating lights, mounted in the front door
 - (3) - Red
 - (3) - Green
 - (3) - White
- (3) - Test switches, mounted in the front door

- (3) - Multifunction meters, mounted in the front door
- All of the necessary terminal blocks, fuse blocks, and switchboard wire
- The following spare parts
 - (6) – Spare LED indicating lamps for each color of installed light
 - (6) - Spare 120/240 V fuses for each installed secondary fuse
- Switchgear to be delivered to Osawatomie
 - Placed in the building
 - Bolted to the existing switchgear
- Performance and Payment Bond
- \$2 million umbrella to meet the insurance requirements

Items not included in the proposal:

- Potential transformers
- PT drawers
- Synchronizing switches
- Synchronizing check relay

Estimated delivery is five months from receipt of order.

The cost for the work described above would be \$182,761 plus any applicable taxes. We would invoice for the bond and the insurance as soon as they are in place. We would invoice the City for 50% of the remaining contract amount when the Eaton power modules and breakers are delivered to our shop. The balance would be due upon delivery.

Let me know if you have any questions.

Sincerely,



**Mike Schmaderer, P.E.
President, Mid-States Energy Works, Inc.**

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Osawatomie, Kansas ("Owner") and
Mid-States Energy Works, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Labor and materials necessary to complete installation of three (3) 15 kV metal clad switchgear sections at existing 7th Street substation.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 7th Street Substation - Phase IV Switchgear Addition, Osawatomie, Kansas.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by JEO Consulting Group, Inc.

3.02 The Owner has retained JEO Consulting Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The start date for the Work will be May 26, 2016 and the Work will be substantially completed on or before November 1, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 1, 2016.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$150.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A					
1	7 th Street Substation Switchgear Addition to include: (3) Eaton/Cutler Hammer power module sections; (3) Eaton/Cutler Hammer 1200 amp circuit breakers; (3) front doors; (3) rear extensions; (3) SEL-351 relays; (3) breaker control switches, mounted in front door; (9) GE ET-16 indicating lights, mounted in front door ((3) red, green, white); (3) test switches, mounted in front door; (3) multi-function meters, mounted in front door; all necessary terminal blocks, fuse blocks, & switchboard wire; Spare parts – (6) LED indicating lamps for each color of installed light and (6) 120/240 V fuses for each installed secondary fuse; switchgear delivery to job site, placed in building & bolted to existing switchgear	1	LS		\$182,761
TOTAL GROUP A					\$182,761

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$182,761.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 24th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. General Conditions (pages 1 to 65, inclusive).
 5. Supplementary Conditions (pages 1 to 9, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 2 sheets with each sheet bearing the following general title: 2016 7TH Street Substation - Phase IV Switchgear Addition, Osawatomie, Kansas.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.05 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**

BID FORM

PROJECT IDENTIFICATION:

PROJECT NAME: 7th Street Substation Phase II, Osawatomie, Kansas

JEO PROJECT NO.: 141554

IES COMMERCIAL, INC.
3000 Old Hadar Road P.O. Box 674
NORFOLK, NE 68702-0674
(402) 371-5181

5/26/16
DATE

NAME OF BIDDER

THIS BID IS SUBMITTED TO:

City of Osawatomie
Attn: Blake Madden
439 Main Street
PO Box 37
Osawatomie, KS 66064

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TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient.....	3
ARTICLE 2 – Bidder’s Acknowledgements.....	3
ARTICLE 3 – Bidder’s Representations	3
ARTICLE 4 – Bidder’s Certification.....	4
ARTICLE 5 – Basis of Bid.....	5
ARTICLE 6 – Time of Completion	6
ARTICLE 7 – Defined Terms	6
ARTICLE 8 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Osawatomie
Attn: Blake Madden
439 Main Street
PO Box 37
Osawatomie, KS 66064**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A					
1	Generator Enclosure Re-Assembly Work: Complete with intake/discharge louvers, discharge scoops, exhaust catalyst/cabling/stacks/monitoring, stands/stairs/railings, exterior/interior lighting, motorized damper operation and all incidentals for a complete assembly.	1	LS		24,341. ⁰⁰
2	Fencing	1	LS		11,615. ⁰⁰
3	Grounding: Complete with equipment, fencing and all incidentals for a complete product.	1	LS		20,200. ⁰⁰
4	Switchgear Building: New entry door	1	LS		1,575. ⁰⁰
5	Switchgear Building Electrical: Complete with exit/outdoor lighting, switching, conductors, conduit and all incidentals for a complete product.	1	LS		12,291. ⁰⁰
6	Generator Electrical: Complete with conductors, connections and all incidentals for a complete product from each 4000/3 circuit breaker to the 1200/3 circuit breaker.	1	LS		76,861. ⁰⁰
7	Final Grading/Rock Surfacing	1	LS		FBO
TOTAL GROUP A					146,823. ⁰⁰

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Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the start date for the work will be 6/20/16 and will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

IES COMMERICAL, INC.
3000 Old Hadar Road P.O. Box 674
NORFOLK, NE 68702-0674
(402) 371-5181

BIDDER: [Indicate correct name of bidding entity]

By: William L. Kunze
[Signature]
[Printed name]

Attest: Jim Clausen
[Signature]
[Printed name]

Title: DIVISION MANAGER

Submittal Date: 5/26/16

Address for giving notices:

IES COMMERICAL, INC.
3000 Old Hadar Road P.O. Box 674
NORFOLK, NE 68702-0674
(402) 371-5181

Telephone Number: _____

Fax Number: (402) 371-8389

Contact Name and e-mail address: MIKE SINDELAR
michael.sindelar@iesci.net

Bidder's License No.: _____
(where applicable)

BELGER[®] **Cartage Service, Inc.**

1219 East 19th Street

Kansas City, Missouri 64108

816-472-0000

To. Matt Kalin

JEO Consulting Group INC

Matt here is my proposed bid to come to the City of Osawatomie and load 6 transformers weighing 14,250#

Our 40 ton Boom truck is \$ 165.00 an hour with a 4 hour minimum (all times are portal to portal) anything after 8 hours is overtime.

At this point we have openings Tuesday may 3rd, Wednesday may 4th, Thursday may 5th.

Let me know if you have any questions.

Thanks,
Jimmy Minden
Project Manager
Belger Cartage Services
(816)520-5831

Crane Services

Machinery installation & De-installation
www.belger.net

Specialized Hauling

Warehousing

From: John Haggard [mailto:johnhaggard@everestkc.net]

Sent: Monday, May 02, 2016 11:12 AM

To: Matt Kalin <mkalin@jeo.com>

Subject: RE: City of Osawatomie, KS - Crane Services Proposal - Pad-mount Transformers

Matt,

We would load the 6 transformers onto trucks provided by others for the price of \$3,000.00.

It is our understanding that we will be able to get right up beside the transformers. Also this price is valid provided there is no waiting time on the trucks.

Our price is figured on our regular 40 hour work week.

Thank you for allows us to bid this project.

If you need anything else, please let me know.

John Haggard
Haggard Hauling & Rigging, Inc.
816-221-7840



OPINION OF COST
Osawatomie Electrical Generation Capacity
141554
May 9, 2016

Cost Estimate
 Electrical Work

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	Budget	TOTAL March 2016	TOTAL May 2016
7th St. Substation							
Phase I							
1		LS	Existing Rock Removal and Grading				
2	Contr. Quote	LS	Conduits Underground			\$13,339.00	\$13,339.00
3	82.5 YDS	LS	Concrete Generators and Transformers (material only)	\$ 120.00		\$10,000.00	\$10,000.00
4	Contr. Quote	LS	Ground Grid			\$34,264.00	\$34,264.00
			Sub-Total			\$57,603.00	\$57,603.00
Phase II							
5	Contr. Quote	LS	Generator Enclosure Re-Assembly Work: Equipment Removed for Delivery			\$16,725.00	\$24,341.00
6	Contr. Quote	LS	Fencing			\$9,625.00	\$11,615.00
7	Contr. Quote	LS	Grounding: Equipment and Fencing Connections			\$4,772.00	\$20,200.00
8	Contr. Quote	LS	Switchgear Building: New Entry Door			\$3,500.00	\$1,515.00
9	Contr. Quote	LS	Switchgear Building Electrical			\$9,500.00	\$12,291.00
10	Contr. Quote	LS	Generator Electrical			\$68,688.12	\$76,861.00
11	Contr. Quote	LS	Final Grading/Rock Surfacing (165 ton)			\$8,133.03	
			Sub-Total			\$120,943.15	\$146,823.00
Remaining Parts							
12	Contr. Quote	LS	Transformer Rewinds			\$63,090.00	\$63,090.00
12a	Contr. Quote		Transformer Crane - Loading	165 \$/Hr.			\$660.00
12b	Contr. Quote		Transformer Crane - Unloading	165 \$/Hr.			\$1,320.00
13	Contr. Quote	LS	Crane			\$38,750.00	\$27,000.00
14	Contr. Quote	LS	Metal Clad Switchgear			\$191,740.00	\$182,761.00
15	Contr. Quote	LS	Remote Generator Control Panel/Neutral Reactor/Start-up			\$298,515.00	\$301,185.00
			Sub-Total			\$592,095.00	\$576,016.00
			Construction Total		\$ 682,546.69	\$770,641.15	\$780,442.00
			Contingency		\$ 102,382.00	\$77,064.12	
			Total		\$ 785,000	\$847,705.27	\$780,442.00

**OSAWATOMIE 12MW ELECTRIC GENERATION
PROJECT BUDGET**

Updated 05-24-2016

	Dec-15 Budget	Updated Budget	Obligated with Proposal	Available
PROJECT COSTS				
Generators				
Generator Units	\$ 1,600,000	\$ 1,671,400	\$ 1,671,400	\$ -
Generator delivery	220,000	205,200	205,200	-
Generator Warranty	90,000	90,000	-	90,000
Generator Megger Testing	6,000	6,000	6,000	-
Generator Load Testing	27,000	27,000	-	27,000
Generator Engine Testing	31,200	31,200	-	31,200
Generator #2 Repairs	150,000	150,000	-	150,000
Subtotal - Generators	\$ 2,124,200	\$ 2,180,800	\$ 1,882,600	\$ 298,200
Substations				
7th Street Substation Modifications	\$ 682,609	\$ 682,609	\$ 780,442	\$ (97,833)
Substation Feeder Modifications	36,000	36,000	-	36,000
9th Street Substation	1,784,348	1,784,348	374,573	1,409,775
Substation Temporary Distribution	39,364	39,364	-	39,364
Subtotal - Substations	\$ 2,542,321	\$ 2,542,321	\$ 1,155,015	\$ 1,387,306
New Electric Shop	\$ 450,000	\$ 450,000	\$ -	\$ 450,000
Engineering/Permitting				
Engineering Austin, NM Site Visit	\$ 3,840	\$ 3,840	\$ 3,840	\$ -
Transport/Study and Report	23,400	23,400	23,400	-
JEO Engineering Contract	316,810	316,810	316,810	-
Air Permitting	-	-	-	-
Surveying	-	22,000	9,412	12,588
Subtotal - Engineering/Permitting	\$ 344,050	\$ 366,050	\$ 353,462	\$ 12,588
SUBTOTAL - PROJECT COSTS	\$ 5,460,571	\$ 5,539,171	\$ 3,391,077	\$ 2,148,094
CONTINGENCIES				
Substation	\$ 377,579	\$ 355,579	\$ -	\$ 355,579
All Other	104,840	48,240	-	48,240
Subtotal - Contingencies	\$ 482,419	\$ 403,819	\$ -	\$ 403,819
TOTAL PROJECT BUDGET	\$ 5,942,990	\$ 5,942,990	\$ 3,391,077	\$ 2,551,913
FINANCING				
Bond Proceeds	\$ 5,848,570	\$ 5,904,692	\$ 5,904,692	\$ 0
Issuance Expenses	-	(56,122)	(56,122)	-
Funds Available	\$ 5,848,570	\$ 5,848,570	\$ 5,848,570	\$ 0
Over/Under Project	\$ (94,420)	\$ (94,420)	\$ 2,457,492	

CITY OF OSAWATOMIE



MEMORANDUM

To: Mayor and City Council
From: Don Cawby, City Manager
Re: **Projects & Issues Update**
Date: May 26, 2016

Projects

City Auditorium - City Hall. Work is completed in stabilizing the stone over the auditorium and stabilizing the brick on the east wall. This has allowed Main Street construction to commence on the west end of the street. The architect on City Hall renovations, Rick Zingre, was able to see the façade with stone removed as well as some other issues and will be developing estimates and options for both the front façade and the east wall. Both Rick, and our stone mason Bob Salazar, recommend some maintenance work be done on the building facades, roof drains and parapet walls. We are also collecting cost information and bids on the needed work for this maintenance to likely include in the repairs of the two problem areas.

Main Street. Rain has slowed progress but a large portion of the eastbound lane has been completed. We hope that with a couple of breaks in the rain we can get the main pavement done so that life will become much easier for residents in the area until the approaches and sidewalks are poured.

Memorial Weekend. Staff has been working long hours to get caught up with mowing in the parks and at the cemeteries, as well as trying to touch up some of the buildings and facilities. One noticeable improvement will be the new picnic tables which will be placed in the Lake Shelter House before this weekend.

Issues

Fire Department. I don't want to steal their thunder, but we have received news of a significant grant to replace a large amount of gear for City trucks. The match will be around 5%.

We also were notified this week that the Miami County Rural Fire Board voted to have Fontana take over coverage of their area with their own trucks and staff, effective immediately. We will have a few logistical things to work through on getting equipment returned, but this shouldn't have much of an impact on our City/Rural department. That said, we are discussing ways in which we will notify the

residents of our fringe areas that have been used to seeing our trucks that we will not be the first responders to incidents in those areas. Some of this will take coordination with the Rural Fire Board.

Comprehensive Plan. We have scheduled a Planning Commission meeting for Wednesday, June 1 to start their portion of the comprehensive plan review. Again Scott Michie will lead these discussions and walk the Planning Commission members through this process.

Mini Grant. We had our first applicant for the small business mini-grant for Fresh Start Home Professionals. It will be used to convert the business to an LLC for liability protection. After a review by staff and making sure all the appropriate documents were submitted, we recommended the grant for approval.

KMEA. We learned this week that KMEA, our electric joint action agency, has decided to bring power scheduling in house instead of going with a lower bid to contract out that process (as it has always been). On its face, we are not happy with that decision and we will be having internal discussions on what option we have moving forward with our EMP1 power pool.

Upcoming Meetings/Dates

- | | |
|------------|---|
| May 30 | Memorial Day – City Offices Closed |
| June 1 | Planning Commission – Comprehensive Plan Work Session |
| June 9 | City Council Meeting |
| June 16-18 | John Brown Jamboree |
| June 23 | City Council Meeting |

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: April 2016	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	548,234.00		156,004.19	392,229.81
Codes Enforcement	154,103.00		30,542.43	123,560.57
Police	886,702.00	11,617.46	267,522.84	630,796.62
John Brown Cabin	38,416.00		11,472.37	26,943.63
Public Works	245,495.00		58,252.48	187,242.52
Swimming Pool	-		-	-
Properties & Maintenance	326,332.00	895.30	97,609.12	229,618.18
Fire	68,712.00	1,800.00	21,083.41	49,428.59
Municipal Court	164,889.00		48,162.85	116,726.15
Levees & Storm Water	24,992.00		16,470.34	8,521.66
Library	151,863.00	1,445.98	48,632.57	104,676.41
TOTAL	2,609,738.00	15,758.74	755,752.60	1,869,744.14
WATER				
Administration	319,167.00		68,264.53	250,902.47
Water Treatment	405,031.00		83,091.13	321,939.87
Water Distribution	309,931.00		82,793.01	227,137.99
TOTAL	1,034,129.00	-	234,148.67	799,980.33
ELECTRIC				
Administration	1,222,823.00		271,807.11	951,015.89
Electric Production	2,485,385.00		460,849.78	2,024,535.22
Elect Transmission	579,205.00		180,226.32	398,978.68
TOTAL	4,287,413.00	-	912,883.21	3,374,529.79
EMPLOYMENT BENEFIT	759,922.00	48,943.25	361,962.15	446,903.10
REFUSE	431,500.00		100,222.28	331,277.72
LIBRARY	111,000.00		2,318.01	108,681.99
RECREATION	4,000.00		147.05	3,852.95
RURAL FIRE	75,000.00		3,364.89	71,635.11
INDUSTRIAL	61,500.00		5,474.98	56,025.02
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	96,043.00		10,759.25	85,283.75
ST IMPROVEMENT	179,980.00		65,406.96	114,573.04
BOND & INTEREST	887,020.00		61,507.50	825,512.50
PUBLIC SAFETY EQUIP.	18,704.00		6,587.88	12,116.12
FIRE INS PROCEEDS	-		-	-
SEWER	1,033,344.00		281,700.94	751,643.06
REC EMP BENEFITS	1,000.00		18.42	981.58
GOLF COURSE	281,878.00	49.68	103,637.41	178,290.27
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	83,501.00	-	14,805.44	68,695.56
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	146,500.00		-	146,500.00
CAPITAL IMP. - STREET	1,200,000.00		258,679.96	941,320.04
CAPITAL IMP - SEWER	-	-	(368.00)	368.00
CAPITAL IMP - GRANTS	-		68,323.27	(68,323.27)
CAPITAL IMP - WATER	-		213,282.63	(213,282.63)
ELECTRIC REVENUE BOND	-		80,132.85	(80,132.85)
CAFETERIA 125 #50	62,500.00		8,945.00	53,555.00
COURT ADSAP #51	-		-	-
COURT BONDS #52	15,000.00		4,300.00	10,700.00
FOREITURES #53	-		-	-
PAY PAL #55	-		-	-
GRAND TOTAL	13,379,672.00	64,751.67	3,553,993.35	9,890,430.32

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: April 2016	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 4/30/2016
GENERAL OPERATING	422,151.52	861,915.23	739,993.86	544,072.89		544,072.89
WATER	179,812.64	271,750.72	234,148.67	217,414.69		217,414.69
ELECTRIC	581,707.49	1,184,643.73	912,883.21	853,468.01		853,468.01
EMPLOYEE BENEFIT	69,806.10	369,655.65	313,018.90	126,442.85		126,442.85
REFUSE	4,941.92	135,599.88	100,222.28	40,319.52		40,319.52
LIBRARY	106,246.95	2,406.62	2,318.01	106,335.56		106,335.56
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	18,275.00	5,474.98	73,441.08		73,441.08
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	94,867.01	685.06	10,759.25	84,792.82		84,792.82
STREET IMPROVEMENTS	111,836.75	58,855.58	65,406.96	105,285.37		105,285.37
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	6,587.88	1,045.20		1,045.20
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	245,326.31	280,501.11	281,700.94	244,126.48		244,126.48
RECREATION BENEFIT	-	18.42	18.42	(0.00)		(0.00)
GOLF COURSE	5,600.86	99,664.74	103,587.73	1,677.87		1,677.87
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	39,737.00	24,746.88	14,805.44	49,678.44		49,678.44
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	41,003.09	35,011.39	-	76,014.48		76,014.48
CAPITAL IMP. - STREETS	913,026.66	-	258,679.96	654,346.70		654,346.70
CAPITAL IMP - SEWER	(368.00)	-	(368.00)	-		-
CAPITAL IMP - GRANTS	121,346.09	-	68,323.27	53,022.82		53,022.82
CAPITAL IMP - WATER	569,576.78	-	213,282.63	356,294.15		356,294.15
ELECTRIC REVENUE BONDS	3,954,053.80	663.93	80,132.85	3,874,584.88		3,874,584.88
CAFETERIA 125 # 50	32,174.07	7,025.62	8,945.00	30,254.69		30,254.69
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,666.54	5,550.00	4,300.00	14,916.54		14,916.54
FORFEITURES # 53	2,928.42	450.00	-	3,378.42		3,378.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	7,767,595.18	3,661,442.71	3,489,241.68	7,939,796.21	-	7,939,796.21

CASH TRANSACTIONS REPORT

YEAR: THROUGH APRIL
City of Osawatomie

Page: 1
5/23/2016
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Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	422,151.52	1,057,151.13	935,229.76	544,072.89
02-000-100.101	CASH & INVESTMENTS	179,812.64	279,647.85	242,045.80	217,414.69
03-000-100.101	CASH & INVESTMENTS	581,707.49	1,264,453.58	992,693.06	853,468.01
04-000-100.101	CASH & INVESTMENTS	69,806.10	418,598.90	361,962.15	126,442.85
05-000-100.101	CASH & INVESTMENTS	4,941.92	135,599.88	100,222.28	40,319.52
06-000-100.101	CASH & INVESTMENTS	106,246.95	2,406.62	2,318.01	106,335.56
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	18,275.00	5,474.98	73,441.08
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	94,867.01	890.11	10,964.30	84,792.82
12-000-100.101	CASH & INVESTMENTS	111,836.75	59,284.33	65,835.71	105,285.37
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	6,587.88	1,045.20
15-000-100.101	CASH & INVESTMENTS	0.84	22,605.00	22,605.00	0.84
16-000-100.101	CASH & INVESTMENTS	245,326.31	285,361.59	286,561.42	244,126.48
17-000-100.101	CASH & INVESTMENTS	0.00	18.42	18.42	0.00
18-000-100.101	CASH & INVESTMENTS	5,600.86	102,787.25	106,710.24	1,677.87
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	25,093.88	15,152.44	49,678.44
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	81,588.39	46,577.00	76,014.48
25-000-100.101	CASH & INVESTMENTS	913,026.66	0.00	258,679.96	654,346.70
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	68,323.27	53,022.82
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	2,283,649.41	2,283,649.41	0.00
33-000-100.101	CASH & INVESTMENTS	3,954,053.80	52,469.60	131,938.52	3,874,584.88
50-000-100.101	CASH & INVESTMENTS	32,174.07	7,025.62	8,945.00	30,254.69
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,666.54	5,550.00	4,300.00	14,916.54
53-000-100.101	CASH & INVESTMENTS	2,928.42	450.00	0.00	3,378.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		7,767,595.18	6,407,297.71	6,235,096.68	7,939,796.21
Total for 100.101		7,767,595.18	6,407,297.71	6,235,096.68	7,939,796.21
Grand Totals:		7,767,595.18	6,407,297.71	6,235,096.68	7,939,796.21

Osawatomie Fire Department

Osawatomie, KS

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Incident Type Count per Station for Date Range

Start Date: 01/01/2016 | End Date: 03/31/2016

INCIDENT TYPE	# INCIDENTS
Station: CIT - STATION CIT	
100 - Fire, other	1
111 - Building fire	3
112 - Fires in structure other than in a building	1
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	1
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	3
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	3
381 - Rescue or EMS standby	2
412 - Gas leak (natural gas or LPG)	1
413 - Oil or other combustible liquid spill	1
424 - Carbon monoxide incident	1
531 - Smoke or odor removal	1
551 - Assist police or other governmental agency	2
552 - Police matter	1
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	1
651 - Smoke scare, odor of smoke	1
671 - HazMat release investigation w/no HazMat	1
731 - Sprinkler activation due to malfunction	1
733 - Smoke detector activation due to malfunction	1
746 - Carbon monoxide detector activation, no CO	1
# Incidents for CIT - Station CIT:	32

Station: COU - STATION COU	
111 - Building fire	2
114 - Chimney or flue fire, confined to chimney or flue	2
131 - Passenger vehicle fire	1

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
140 - Natural vegetation fire, other	1
141 - Forest, woods or wildland fire	1
142 - Brush or brush-and-grass mixture fire	8
143 - Grass fire	9
151 - Outside rubbish, trash or waste fire	1
170 - Cultivated vegetation, crop fire, other	2
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	2
321 - EMS call, excluding vehicle accident with injury	2
322 - Motor vehicle accident with injuries	6
324 - Motor vehicle accident with no injuries.	3
463 - Vehicle accident, general cleanup	1
531 - Smoke or odor removal	1
551 - Assist police or other governmental agency	1
611 - Dispatched & cancelled en route	3
631 - Authorized controlled burning	2
632 - Prescribed fire	1
651 - Smoke scare, odor of smoke	1
671 - HazMat release investigation w/no HazMat	1
740 - Unintentional transmission of alarm, other	1

Incidents for COU - Station COU: 53

Only REVIEWED incidents included.

Police Dept Summary - City Counsel Meeting 5/12/2016

Dispatch received 1007 calls for service in the month of March. Of the 1007 calls, Officers handled 802 calls for service.

(1007 minus(-) Fire calls, Burn permits, Court, Cont. burn, Fine payments, Fuel, City Services.

Totals for the Month of April

19	Warrant Arrests
161	Traffic Stops
94	Suspicious Activ., Inv. Persons, Ped Checks, Prowlers
16	Traffic Accidents
24	Assist EMS
48	Fights , Disturbance, Assaults, Domestic, Harras
1	Sexual assaults (juv.) *50+ hour investigation
38	Damage to Prop., thefts, Burglarys,
45	Animal at Large, Bite, Welfare chk
10	Child in Need of Care, Runaways, Missing Children
17	Vehicle Lock outs
47	Non Warrant Arrests
	Welfare Checks, Civil Stand-bys, Motor Assist, X-Patrol, Alarm
91	Calls, Citizen Inquiry
124	Citizen Complaints
	Loud Music, Violation of Protection Orders, Traffic Haz, Drive
	Complaints, Drug Testing Finger Printing, Open Doors, Follow-
31	ups, Found Property,
72	Citations Traffic
19	Citations Other

Department of Public Works and Utilities, Street Division

Routine Maintenance Activities

- Pothole patching
- Crack sealing
- Street sweeping (when sweeper is operable)
- Alley maintenance
- Painting of crosswalk, parking line, and railroad crossing pavement markings
- Repair pavement and sidewalks following water main breaks
- Rock, sand, and salt hauling
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment

2015 Notable Activities

- Dirt excavation and grading at the Sports Complex
- Construction of sidewalks and bleacher pads at the Sports Complex
- Installed pipe, riprap, and area inlet in concert area of John Brown Park
- Replaced pavement and curb and gutter on Brown Circle Drive
- Construction of pad for temporary storage of electric generators
- Replaced pavement and sidewalks following the installation of the 7th Street water main
- Reconstruction of 6th Street and Lincoln Avenue intersection

2016 Notable Year-to-Date Activities

- Constructed new sidewalk along 11th Street between Parker Avenue and Trojan Drive
- Replaced failed pavement on south leg of the 6th Street and Main Street intersection
- Brush removal for Electric Distribution Division
- Removed high shoulders, restored ditch lines, and placed rock on road along the east side of the City Lake
- Placed Styrofoam blocks on the east side of the Auditorium

Department of Public Works and Utilities, Water and Wastewater Division

Routine Activities

- Repair water main breaks
- Repair water service lines on the City's side of the meter
- Tap water mains and install meters for new service lines
- Maintain existing water meters
- Tap sanitary sewer mains for new service lines
- Clear obstructions from sanitary sewer mains
- Maintain sanitary sewer lift stations
- Rock hauling
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment

2015 Notable Activities

- Repaired 9 water main breaks
- Replaced 11 water service lines
- Installed new water main along 7th Street between Main Street and Pacific Avenue
- Installed new fire line at the High School
- Installed new water main at the Sports Complex
- Installed new water service line and sanitary sewer service line for maintenance building behind Trojan Elementary
- Dirt excavation and grading at the Sports Complex
- Construction of sidewalks and bleacher pads at the Sports Complex
- Reconstruction of 6th Street and Lincoln Avenue intersection

2016 Notable Year-to-Date Activities

- Repaired 4 water main breaks
- Replaced 5 water service lines
- Abandoned water main along 1st Street between Main Street and Carr Avenue
- Extended water main at Sports Complex
- Replaced failed pavement on south leg of the 6th Street and Main Street intersection
- Constructed new sidewalk along 11th Street between Parker Avenue and Trojan Drive
- Removed the cast stone façade from the front of the Auditorium
- Placed Styrofoam blocks on the east side of the Auditorium

Department of Public Works and Utilities, Parks and Facilities Division

Routine Activities

- Mowing and string trimming of the grounds at the John Brown Park, Anna January Park, Osawatomi City Lake, Beaver Lake, Osawatomi Cemetery, Elmdale Cemetery, Oakwood Cemetery, Land Office, Veterans Monument, Old Stone Church, City Hall, City Library, various tax sale acquired property, and the levee and its ponding areas
- Tree trimming and removal
- Replacing light bulbs and air handler filters at the Police Department, Library, City Hall, Memorial Hall, Adair Cabin, John Brown Memorial Park shelter house and bathroom
- Pruning and spraying rose bushes in downtown area
- Maintenance and operation of flood protection system
- Maintenance of boilers at City Hall
- Locating and marking graves and headstone settings
- Piling and burning brush at the forestry disposal site
- Piling and loading out yard waste at the forestry disposal site
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots
- Resolve citizen cemetery complaints and concerns
- Maintenance and repair of equipment and vehicles
- Transfer shop tickets to electronic format

2015 Notable Activities

- Removed 8 dead/diseased trees from cemeteries
- Removed old grease and replaced with new on sluice gate stems

2016 Notable Year-to-Date Activities

- Performed video inspection of the levee's interior drainage pipes
- Removed 8 dead/diseased trees in John Brown Memorial Park and at the City Lake
- Installed 2 benches and a picnic table donated by the Alumni Association in John Brown Memorial Park
- Removed numerous nuisance willows and brush from the west shoreline of the City Lake

Department of Public Works and Utilities, Electric Distribution Division

Routine Activities

- Maintain electric distribution lines and transformers
- Install electric service lines and meters
- Restore downed electric distribution and service lines
- Tree trimming and removal
- Maintenance and repair of vehicles and equipment
- Snowplowing streets and snow and ice removal from downtown and city building sidewalks and parking lots

2015 Notable Activities

- Wired the new concession building at the Sports Complex
- Wired part of the new Police Department building
- Wired all of the new Police Department sally port
- Set and wired the generator at the new Police Department building
- Relocated two distribution circuits underground around the new swimming pool
- Rebuilt the single phase at 3rd and Kelly
- Construction of sidewalks and bleacher pads at the Sports Complex
- Installed the canopy at the Sports Complex
- Coordinated the delivery of the new electric generators
- Trimmed trees in services and distribution lines
- Reconstruction of 6th Street and Lincoln Avenue intersection

2016 Notable Year-to-Date Activities

- Rebuilt 3 phase primary in the 500 block alley between Brown and Pacific Avenues
- Installed underground for the new generators at the 7th Street substation
- Relocated the transmission lines for the Mill Street Bridge project
- Removed old street lights along Main Street between 1st and 5th Streets
- Installed conduit for the new street lights along Main Street between 1st and 5th Streets
- Installed underground for the new field lighting at the Sports Complex
- Disassembled and removed one circuit of 3-phase primary north of the Public Works building in preparation for new 9th Street substation
- Removed 4 dead/diseased trees in the City's right-of-way
- Removed the cast stone façade from the front of the Auditorium
- Placed Styrofoam blocks on the east side of the Auditorium

Monthly Library Report - 2016

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2015 Total
Adult Books Purchased	18	93	35										146
Adult Books Donated	11	16	19										46
Adult CD/Audio Books Purchased	3	4	6										13
Adult DVD's Purchased	20	17	11										48
Adult DVD's Donated	1	0	0										1
Adult Total	53	130	71	0	0	0	0	0	0	0	0	0	254
Juvenile Books Purchased	33	24	67										124
Juvenile Books Donated	0	3	2										5
Juvenile CD/Audio Books Purchased	12	11	7										30
Juvenile DVD's Purchased	8	11	7										26
Juvenile DVD's Donated	0	2	1										3
Juvenile Total	53	51	84	0	0	0	0	0	0	0	0	0	188
Total Acquisitions	106	181	155	0	0	0	0	0	0	0	0	0	442
Fiction	1055	991	1236										3282
Non Fiction	134	119	114										367
Paperbacks	22	26	23										71
Laptops	11	13	2										26
DVD Movies	1054	952	964										2970
Audio CD's - Books	68	51	61										180
Magazines	0	0	1										1
Audio CD's - Music	0	17	6										23
Microfilm Readers	1	7	6										14
ILL Microfilm	0	0	0										0
Adult Total	2345	2176	2413	0	0	0	0	0	0	0	0	0	6934
Juvenile Fiction	553	572	718										1843
Juvenile Non Fiction	67	59	67										193
Video Games	34	32	49										115
Juvenile Total	654	663	834	0	0	0	0	0	0	0	0	0	2151
Interlibrary Books Borrowed	1083	1067	1429										3579
Interlibrary Books Loaned	628	615	577										1820
Internet Users	483	524	444										1451
Total Circulation	5193	5045	5697	0	0	0	0	0	0	0	0	0	15935
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2015 Total
Children's Programs	26	25	26										77
Attendance	235	223	367										825
Adult Programs	0	1	1										2
Attendance	0	37	16										53
Library Visitors	1967	1683	2202										5852
Days Open	24	24	27										75



Maxim Golf Solutions

QUARTERLY FACILITY REPORT

COURSE: Osawatomie Golf Course

QUARTER: 1st (Jan.-Mar.) 2016

SUMMARY OF ROUNDS

	2015	2016	% of Budget
Member Rounds	423	653	
Guest Rounds	244	226	
Junior/Senior/Military	17	37	
Twilight	16	78	
Online	24	16	
Coupon/Promotion	2	0	
Comp/PGA/GCSAA	22	12	
Tournament	0	0	
League	0	0	
Total	748	1,022	

SUMMARY OF OPERATING REVENUES

	2015	2016	% of Budget
Green Fees	\$3,987	\$6213.50	18.8%
Membership Fees	28,021	\$22,005.16	43.3%
Driving Range	\$397	\$357.69	10.2%
Club Rental	\$0	\$.20	
Cart Rental	\$13,335	\$9626.13	31%
Cart Shed Fees	\$4,361	\$1,560	26.2%
Trail Fees	\$3,043	\$1,670.87	39.6%
Electric Charge for Carts	\$0	\$825.69	
Merchandise	\$0	\$203.20	2.5%
Tournaments	\$0	\$0	0%
Beverages	\$689	\$735.54	9.8%
Food	\$469	\$2,692.94	31.7%
Beer	\$1,135	\$1,574.54	6.8%
Promotions (Online)	\$656	\$0	0%
Gift Cards	\$0	\$93.50	
Twilight Green Fees	\$478	\$110.00	1.1%
Sponsorship Fees	\$0	\$200.00	
Total	\$56,571	\$47,888.96	22.8%

Explanation of Revenue Variances

- Rounds – Rounds are believed to be strong for the first quarter. Weather played a major impact on rounds both in public play and member play.

- Green Fees – Fees are significantly better than expected due to good weather, good course conditions, promotions, and some former members choosing to pay and play as regular guests vs. joining.
- Pro Shop – Pro shop sales were as expected. New Merchandise arrives in April and May.
- Range – Range revenues were stagnant.
- Golf Cars – Cart revenue was down substantially due to membership cart package sales that were lower than anticipated.
- Food & Beverage – Food and Beverage revenues were well above budget and ahead of last year significantly due to the efforts of Rick in expanding the menu and promoting the offerings to the community.
- Membership Dues – Dues are below budget and behind last year due to the proration of the Ottawa Members for only a 9 month membership for 2016. These members paid for 12 months last year that carried them into the first trimester of this year. We have prorated their membership for 2016 to get them on a consistent schedule with our membership program.

SUMMARY OF GROSS PROFIT (F&B / GOLF SHOP)

	2015	2016
Golf Shop Merch.	\$154.47	\$161.28
Food & Beverage	\$1,269.67	\$3,349.16
Total Cost of Sales	\$1,424.14	\$3,510.44
Gross Profit	\$865.86	\$1,695.78

- Food & Beverage plus Merchandise – Sales are up for the year and gross profit for the year has doubled through the first quarter. Cost of sales will not be calculated until the year-end to get an accurate reflection of true cost based upon our inventory procedures.

SUMMARY OPERATING EXPENSES

	2015	2016	% of Budget
Salaries & Wages	\$97,602	\$18,095.18	15.6%
Overtime	\$0	\$0	0%
Communications	\$515	\$1,095.02	43.8%
Utilities	\$2,944	\$3,972.45	24.8%
Dues & Membership	\$75	\$255	7.3%
Insurance	\$1,868	\$1,345.77	19.3%
Education/Meetings/ Travel	\$68	\$0	13.7%
Professional Services	\$5,000	\$5,217	34.8%
Rentals	\$0	\$0	0%
Printing & Advertising	\$0	\$683.50	22.8%
Maintenance Equip.	\$480	\$1,894.15	252.6%
Maintenance Buildings	\$80	\$80	5.3%
Other Contractual	\$765	\$695.99	19.9%
Office Supplies	\$161	\$0	0%
Chemical/Seed/Fert.	\$0	\$110.59	0.7%
Machine Parts & Supplies	\$2,243	\$5,963.58	59.6%
Building Materials/Supplies	\$0	\$967.93	16.1%
Tools	\$385	\$134.44	17.9%
Fuels	\$1,822	\$1,341.16	8.9%
Food & Beverage	\$1,270	\$3,349.16	17.6%
Other Commodities	\$154	\$161.28	16.1%
Office Furniture and Equipment	\$842	\$118.00	0% (not budgeted)
Improvements	\$0	\$0	0%
Operational Equip.	\$2,500	\$724.94	0% (not budgeted)
Other Equipment	\$0	\$1,700.00	85%
Total	\$118,774	\$47,905.14	19%

Explanation of Expense Variances

- Salaries & Wages – Expenses are on par with budget.
- Food and Beverage – Food and Beverage expenses are slightly up due to high sales volume.
- Printing and Advertising are up due to new scorecard purchases.
- Machine and Parts expense are up due to necessary golf cart repairs.
- Fuel expenses are down due to low fuel costs.
- Other equipment expenses up due to the purchase of a sod cutter and additional kitchen equipment.

WEATHER CONDITIONS

January 2016

The high temperature for the month of January was 64 degrees on the 29th. The low was -3 on January 18th. The average high temperature for the month was 38.8 degrees. The total precipitation for the month of January was .76 inches.

February 2016

The high temperature for the month of February was 75 degrees on the 20th. The low was 15 on February 13th. The average high temperature for the month was 50.7 degrees. The total precipitation for the month of January was .4 inches.

March 2016

The high temperature for the month of March was 78 degrees on the 23rd. The low was 21 on March 2nd. The average high temperature for the month was 62 degrees. The total precipitation for the month of January was 2.72 inches.

MARKETING SUMMARY

- New rack cards have been designed and produced for advertising outlets throughout Miami County.
 - These rack cards detail membership information and have a special rate (call to action) offering attached for the general public.
- Placed ads in Osawatomie school athletic calendar and boy's state wrestling program.
- Sent 5 distinct email blasts to customer base.
- Several updated Facebook postings made to inform members and public of happenings at course.

MEMBERSHIP UPDATE

As of April 18th, 2016

91 members

CLUBHOUSE REPORT BY RICK ANDERSON

Food and Beverage sales have been increased due to a number of factors. First, the addition of a full service menu that includes fried food items (French Fries, Onion Rings, appetizers, etc.) It is believed that this has not only improved the sales, but satisfaction of our members and public patrons. *The snack bar has been renamed and re-branded to represent our new full service offerings. It is now called and known as the Lakeside Grill.*

Advertising revenues are expected to hit a record mark in 2016 due to the sales of tee-marker, scoreboard, and scorecard advertising sales. The current projection for advertising sales revenue is expected to be over \$3,000.00

Golf Shop Merchandise products have been enhanced by the addition of new soft goods purchased through local vendors such as Donna and Viola's. Both men and women's logoed golf attire is now being offered in the golf shop. The addition of sunglasses, logoed ball markers, and other small commodities designed to increase sales and add additional branding opportunities for the course have been purchased and are currently being sold.

POS System – A new POS system has been added to the golf course operation at no additional cost to the course through an agreement with TeeQuest. This system provides better tracking for daily and monthly reporting. This system also provides membership, and guest sales tracking helping us to make better buying decisions based upon purchasing habits of our customers. The system also included a new POS computer, printer, and membership/gift card printer. All members now possess a logoed membership card that is scanned for accurate play and purchase tracking. *This membership card also provides and award tracking program that encourages members to purchase more items in order to receive rewards and discounts based upon their spending trends.*

Tournament Sales are expected to be well above last year due to the addition of several new bookings. There have been several reciprocal arrangements made to accommodate members on these days.

MAINTENANCE REPORT BY ERIC DRAPER

1st Quarter plus April

January

- All cutting units (21) tore down, bearings replaced as needed, new bed-knives installed and ready for annual grinding.

February

- New driving range yardage posts made, painted and installed on driving range.
- Installed new plaques (course logo) on all golf course tee markers
- Continued with cutting unit work, sent units off to be ground mid- month.
- serviced two pieces of equipment

March

- New flower bed installed on 6 Tee
- all cutting units installed back on machines
- put out pre-emerge on fairways, tees, and some rough areas
- laid 270 of road rock on the cart paths. Holes 7, 17, 10, part of 9, part of 18 and half of 3.
- serviced three pieces of equipment
- removed two dead hazardous trees on course

April

- Normal golf course maintenance started full swing in April
- 4 irrigation leaks fixed
- several decoders on irrigation system replaced
- Aerated and top-dressed greens
- Broadleaf weeds sprayed in fairways and rough areas
- split rail fence repaired

Normal scope of maintenance per week

- 30 hrs. to mow rough 1x
- 10 hrs. to mow fairways 1x
- 1.5 hrs. to mow greens 1x
- 3 hrs. to mow tees 1x
- 3.5 hrs. to mow tee and green banks
- 1.5 hrs. to move pins on greens 1x

NOTES FROM BRYAN MINNIS

It should be noted that both Rick Anderson and Eric Draper have done an excellent job of keeping the course and its services in good shape and well managed. The additional efforts by Rick to grow the Food and Beverage operation have been exceptional. Efforts by Eric Draper to improve the golf course have also made significant impact. Most notably the borrowing of bent grass from collars around the course to fix the longstanding problem on the back of number 3 green has been an incredible improvement, and many members have made a point to express their appreciation for the good course conditions. I am attaching a revenue update comparison outlining our revenue production through the month of April, which I believe clearly displays that in spite of lower membership revenues, that we are on pace to have another record year. If the weather cooperates we believe that we will exceed the \$220,000 revenue benchmark for 2016.

SUMMARY OF OPERATING REVENUES (Through April 2016)

	2015	2016
Green Fees	\$6,449.19	\$8,667.54
Membership Fees	\$33,207.81	\$25,721.29
Driving Range	\$761.38	\$880.00
Club Rental	\$0	\$10.00
Cart Rental	\$16,429.84	\$12,258.00
Cart Shed Fees	\$4,491.03	\$2,210.00
Trail Fees	\$3,185.01	\$2,651.50
Electric Charge for Carts	\$0	\$982.75
Merchandise	\$82.35	\$1,124.98
Tournaments	\$0	\$320.00
Beverages	\$1,160.04	\$1,751.85
Food	\$1,445.49	\$5,540.06
Beer	\$2,384.90	\$4,218.50
Promotions (Online)	\$766.30	\$0
Gift Cards	\$0	\$241.00
Twilight Green Fees	\$1,043.00	\$3,420.00
Sponsorship Fees	\$0	\$200.00
YTD Revenue Total	\$71,906.34	\$70,197.47

2016 - 1st Quarter

Category	Total Permits	Total Value	Revenue Received
New SFD			
Residential remodel	2	30000	504.7
Res. addition			
New commercial			
Commercial remodel	1	50000	220
Comm. Addition			
Re-Roofs	3	11350	90
Demo	1	0	30
Accessory Structures	3	5450	0
Deck/porch/ramp	4	11800	120
Fence	6	2300	0
Siding/door/window	2	1600	0
Concrete			
HVAC			
Other mechanical			
Gas-pressure test	3	0	90
Hot water tank			
Sewer repairs	4	2800	120
Water service	4	2700	120
Other plumbing			
Elect. Serv. upgrade	1	500	30
Other Elect	3	2200	90
Ag. Building			
Miscellaneous	2	1400	60
Plav review (out)			
Sign	1	100	30
Water meter			
Electric meter			
Sewer tap			
Fire suppression			
Totals	40	122200	1504.7

January is separate due to incomplete data

2016 - January

Category	Total Permits	Total Value	Revenue Received
New SFD			
Residential remodel	1	25000	196.5
Res. addition	1	13000	70
New commercial			
Commercial remodel	1	255000	1105
Comm. Addition			
Re-Roofs			
Demo			
Accessory Structures			
Deck/porch/ramp	1		30
Fence			
Siding/door/window			
Concrete			
HVAC	4		120
Other mechanical			
Gas-pressure test	3		90
Hot water tank	1		30
Sewer repairs	1		30
Water service	2		60
Other plumbing			
Elect. Serv. upgrade			
Other Elect			
Ag. Building			
Miscellenous			
Plan Review			
Sign			
Water meter			
Electric meter			
Sewer tap			
Fire suppression			
Totals	15	293000	1731.5

Permit log form used did not track value or permit costs data is incomplete and may not be accurate.

John Brown Museum

First Quarter Report, 2016

Grady Atwater, Site Administrator

Visitation for the First Quarter of 2016, including April, 2016

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

January Walk in Visitors

Osawatomie: 14

Kansas: 19

Missouri: 8

Wisconsin: 1

Minnesota: 5

Florida: 2

January Museum Tours: Osawatomie Middle School “No Place Like Home” Class that educates Students about Osawatomie history, 15 students on January 26th.

Osawatomie Trojan Elementary School Second Grade Students: Gave a tour of the museum and a presentation about Osawatomie History, 80 students on January 28th.

Total January Walk in Visitors: 49

Total visitors from tours: 95

Total January Visitors: 144

February Walk in Visitors:

Osawatomie: 14

Kansas: 36

Missouri: 4

Nebraska: 2

Oklahoma: 3

Colorado: 2

February Museum Tours: Osawatomie First Presbyterian Youth Group Tour/Volunteer work day

5 youth and 1 adult on February 13th.

Osawatomie Middle School “No Place Like Home” class,

20 students on February 18th.

Total February Walk in Visitors: 61

Total February Tour Visitors: 26

Total February Visitors: 87

March Walk In Visitors

Osawatomie: 26

Kansas: 75

Missouri: 18

Texas: 7

Colorado: 1

South Carolina: 1

Minnesota: 4

Oklahoma: 5

Nebraska: 2

Virginia: 1

No Tours in March,

Total Walk In Visitors: 140 Total March Visitors: 140

April Walk In Visitors

Osawatomie: 23

Kansas: 68

Missouri: 15

Nebraska: 3

Kentucky: 6

Oregon: 2

Colorado: 3

Wisconsin: 5

New Mexico: 1

Germany: 2

Canada: 2

April Tour Visitors: Washburn University, Students and Adults from Topeka, 31 on April 2nd. \

Elizabeth Layton Center of Paola Tour, 10 persons served and staff.

Hill City, Kansas Bank Tour, 48 Senior Citizens from Hill City, Kansas

April 15th

Osawatomie Trojan Elementary Play Day: 26 students from Trojan

Elementary School on April 15th.

Jayhawk Elementary School Tour, La Cygne, Kansas 45 fifth graders on

April 28th.

Total April Walk In Visitors: 125

Total April Tour Visitors: 129

Total April Visitors: 254

Total First Quarter Walk In Visitors: 375

Total First Quarter Tour Visitors: 246

Total First Quarter Visitors: 621

Annual Summary Sheet

	Osawatomie	Fontana	Miami Co	Paola	KWPT	Total
2011						
Dogs	69	4	49		1	123
Cats	49	5				56
Total	118	9	49		1	179
2012						
Dogs	94	9	43			146
Cats	70	9				80
Total	164	18	43		0	226
2013						
Dogs	104	2	48		56	210
Cats	83	2	0		58	143
Total	187	4	48		114	353
2014						
Dogs	77	3	53		43	176
Cats	69	0	1		37	107
Total	146	3	54		80	283
2015						
Dogs	70	0	61		39	171
Cats	57	0	0		40	98
Total	127	0	61		79	269
2016 thru May 11						
Dogs	18		14		15	48
Cats	17		0		6	23
Total	35	0	14		21	71

2016 Nuisance Summary

	Yard Nuisances	Health Nuisances	Yard Nuisances (Grass Only)	Enviornmental Nuisance	Other	Total
Resolved	30	2	n/a	None-Old Code	12	44
Unresolved	8	1	28	None-Old Code	3	40
Citations	0	0	0	None-Old Code	1	1
Total	38	3	28	0	16	85