

OSAWATOMIE CITY COUNCIL  
**AMENDED** AGENDA  
**May 28, 2015**  
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – **Rev. Virginia Adams, Osawatomie Community of Christ**
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
  - A. Approve May 28 Agenda
  - B. Approve Corrected Appropriation Ordinance 2015-4
  - C. **Approve Fireworks Stand Permits**
    - **Eddie’s Discount Fireworks**
    - **Moon’s Discount Fireworks**
6. Presentations – **Rev. Virginia Adams, Osawatomie Community of Christ**
7. Comments from the Public
  - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
8. Public Hearings - none
9. Unfinished Business
  - A. Resolution – Authority to Apply & Commitment to Match for CDBG Application
  - B. Resolution – Commitment to Operation and Maintenance of CDBG Project
  - C. Approval of BG Contract – Contingent on Award
  - D. Approval of GAS Grant Administration Contract – Contingent on Award
10. New Business
  - A. Appointments –
  - B. Update/Workshop – Levee and Flooding
  - C. Update on Rural Fire District Contract Negotiations
  - D. Workshop on Vandalism
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

*REGULAR MEETING – June 11, 2015*  
*REGULAR MEETING – June 25, 2015*

# Record of Ordinances

ORDINANCE NO. 2015-04

DATE WARRANTS ISSUED:  
April 30, 2015

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
City of Osawatomie	Petty Cash Reimbursement	1594	3,477.82
KMEA	SPA Hydro Electricity	1595	2,670.77
KMEA	WAPA Electricity	1596	8,559.67
KMEA	GRDA Electricity	1597	87,989.88
City of Osawatomie	Petty Cash Reimbursement	1598	3,214.15
Ace Pest Control	Pest Control	45455	475.00
Amateur Sports Promotion	2015/16 Sports Calendar	45456	129.00
AT&T	RTU's	45457	221.96
Baker & Taylor	Books	45458	972.31
Beachner Grain	Pramitol	45459	47.30
Bollings Bargain	Tape Measure	45460	6.95
Bradley A/C & Heating	Replace Fan Belt	45461	116.65
Brenntag Mid-South, Inc.	Robinloc	45462	2,410.00
C&G Merchants Supply, Inc.	Cups, Lids, Coffee, Candy, Chips	45463	431.72
Campbell Pet Company	Pole Syringe, Needles, Syringes	45464	125.96
CenturyLink	Long Distance	45465	182.13
CenturyLink	Services	45466	1,512.72
City of Osawatomie	Utilities	45467	12,058.86
Cross Midwest Tire Co.	Tire	45468	439.36
Delta Dental	Dental Insurance	45469	2,836.22
Donna & Viola's Shirts	T Shirts	45470	12.50
Evco Wholesale Food Corp.	Gatorade, Sausage, Hamburgers	45471	254.22
Family Center	Tarp, Cooler, Outlet, Brooms	45472	1,004.20
Bob Folks	Fairway Reels Maintenance	45473	300.00
Hawkins	Aqua Hawk	45474	2,124.00
HD Supply	Meters, Flange, PVC, Gasket, Ring	45475	5,201.53
Home Depot	Breaker, Wall plates, Switch, Tape	45476	1,138.01
John Deere Landscapes	Stonewall	45477	723.54
Kansas One Call System	Locates	45478	34.00
Kincaid Ready Mix	Concrete	45479	14,818.50
Lang Chevrolet	Armrest, Control	45480	56.82
Lybarger Oil	Fuel	45481	4,382.13
Miami County Treasurer	Vehicle Registration	45482	98.00
Miami Lumber, Inc.	Lumber, Paint Thinner, Lock, Toilet	45483	1,077.45
Daniel Needham	Basketball Official	45484	80.00
Drew Needham	Basketball Official	45485	20.00
New Century Dodge	Fuel Pump Module	45486	224.00
Oil Patch Pump & Supply, Inc.	Adapter, Plug, Coupling, Bushing	45487	103.66
Olathe Winwater Works Co.	Couplings, Nipples, Tees, Saddles	45488	5,117.63
Osawatomie Chamber of Commerce	Appropriation	45489	10,000.00

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Osawatomie Pet Clinic	Examination, Sutures, Rabies Test	45490	311.00
Pace Analytical	Analytical Charges	45491	314.00
Paola Do It Best Hardware	PVC Pipe, Outlet Cover, Wire Pulls	45492	373.79
Pepsi	Pop, Container Deposit	45493	882.29
Peterson Plumbing	Installed Backflow Preventer	45494	365.40
Quill	Ink, Microwave, Copy Paper, Stapler	45495	205.13
Reflective Group	Services	45496	132.24
Rejis Commission	Leweb Subscription Service	45497	32.76
Ricoh	Freight for Cartridge	45498	45.00
Rural Water District #1	Services	45499	239.23
Scott A. Michie Planning Services	Consulting Services	45500	44.00
Smitty's Lawn & Garden Equipment	Deck Pin	45501	11.71
Suddenlink	Internet	45502	324.85
T Mobile	Services	45503	39.63
Tri County Termite & Pest Control	Termite Control	45504	480.00
USA Blue Book	Nalgene, Ampule Kit, Colorimeter	45505	806.56
Van Wall Equipment	Ball Bearing, Oil, Kit	45506	162.30
Viking Industrial Supply	Paper Supplies	45507	551.34
Wade Quarries	Gravel	45508	4,337.49
Westfall GMC Truck	Switch	45509	61.15
Winfield Solutions, LLC	Fertilizer, Fungicide	45510	4,341.00
Winterscheid Auto Parts	Rotors, Brake Pads, Filters, Battery	45511	-
Winterscheid Auto Parts	Rotors, Brake Pads, Filters, Battery	45512	2,328.41
Crawford Sales Company	Budweiser	45513	239.00
Midwest Distributions	Miller	45514	294.70
KS Statebank	Bobcat-Lease	45515	6,000.00
Applied Maintenance Supplies	Safety Glasses	45516	419.43
Brenntag Mid-South, Inc.	Ammonium Sulfate, Alum Ground	45517	15,297.26
Brewer's Automotive Repair	Battery, Tube	45518	130.16
Cascade Subscription Service, Inc.	Golf Digest Subscription	45519	209.71
Contech Engineered Solutions	Pipe, Band Fasteners	45520	386.80
Design Mechanical, Inc.	Replaced Motor and Capacitor	45521	823.93
Dish Network	Services	45522	105.66
EMG, Inc.	Energy Consulting	45523	4,964.00
Gerken Rent-All	Propane	45524	16.50
Hanes Florist & Greenhouse	Flowers	45525	40.00
Integrity Events, Inc.	Deposit for Keith Anderson	45526	5,000.00
JCI Industries	Rebuilt Lift Station Pump	45527	11,625.50
Kansas City Wilbert	Grave Openings	45528	4,260.00
Kansas Dept. of Commerce	JTC Oil Lease-May 2015	45529	1,000.00
Kansas Municipal Utilities	2nd Quarter Dues	45530	2,338.00
Kansas State Treasurer	Training Funds	45531	2,201.00
Knox Company	Software	45532	285.00
Kranz of Kansas City	Coveyor Chain	45533	427.94
L&K Services	Refuse, Sludge, Haul Off	45534	35,945.81

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Moon's IGA	Cleaning Supplies, Buns, Water	45535	480.74
NEKLS	DVD Cases, Earbuds	45536	84.00
Olathe Transmission Service, Inc.	Rebuilt Transmission	45537	1,951.62
Pitney Bowes	Postage Meter Lease	45538	189.50
R&J Trucking	Top Soil	45539	2,677.25
State Industrial Products	Magic Mat	45540	201.17
Suddenlink	Internet	45541	73.90
Supreme Turf Products, Inc.	Hold Cutter, Cup Setter	45542	225.08
Visa	Books, DVDs, Flashlight, Balloons	45543	559.25
Visa	Lodging, Postage, Parts	45544	4,373.13
Wendt's Construction	Construction-Sports Complex	45545	30,000.00
Winkler, Domoney & Schultz	Municipal Court Judge	45546	2,060.00
KMEA	EMP Electricity	1599	37,855.93
Kansas Department of Revenue	Sales Tax	1600	9,276.87
Kansas Department of Revenue	Compensating Use Tax	1601	491.10
Kansas Department of Revenue	Sales Tax	1602	988.68
The World Company	Advertising-Summer Travel	45548	485.00
Macek's Auto Body, Inc.	Repair Street Sweeper	45547	3,530.00
American Textile Mills	Grease Wipes	45549	436.65
Anthony Plumbing Co., Inc.	Plumbing Rough-In	45550	1,000.00
Baker & Taylor	Books	45551	493.81
Beachner Grain, Inc.	Glyphosate, Amine	45552	155.15
BG Consultants	Consulting Services	45553	15,976.27
Bowes Automotive Products	Tire Repair Supplies	45554	102.20
Brewer Automotive Repair, Inc.	Change Tire, Replace Door Handle	45555	161.54
CenturyLink	RTU's	45556	236.56
Champion Brands, LLC	Grease, Refrigerant, Injector Cleaner	45557	381.56
Classic Wood	Ripping Siding for Sidewalk Forms	45558	30.00
Clinical Reference Laboratory	Health Assessment	45559	692.85
CNH Capital	Filter, Link. Lens	45560	146.61
Commercial Floorworks, Inc.	Carpet	45561	5,949.00
Donna & Viola's Shirts	Patches	45562	21.00
Elliott Insurance, Inc.	Treasurer's Bond, Add Additional Ins.	45563	150.00
Farwest Tool Belt	Tool Belt, Wrench, Hammer, Knife	45564	1,849.09
Gallagher Benefit Services, Inc.	Administration Fee	45565	372.00
Huber & Associates, Inc.	Enterpol Maintenance	45566	6,505.00
Industrial Sales Company	Catch Basin, Tee, Tube	45567	364.86
JCI Industries	Pull, Teardown, & Inspect Pump	45568	2,757.50
Kansas City Power & Light	Services	45569	1,298.55
Kansas Gas Service	Services	45570	2,351.03
League of Kansas Municipalities	Mayor's Conference	45571	95.00
Logan Contractors Supply, Inc.	Meadows Dot, Diamond Grid Fence	45572	757.70
Madden Rental	Portable Toilet Rental	45573	795.00
Miami County Health Department	Hepatitis B	45574	110.00
NPG Newspapers	Booster Banners	45575	130.00

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Olathe Winwater Works	Nipples, Couplings, Saddles, Holesaw	45576	1,864.75
Pat's Signs	Banner, Business Cards	45577	129.00
Psychological Resources	Psychological Evaluation	45578	110.00
Quill	Ink, Copy Paper, Paper Trimmer	45579	232.13
Rainbow Book Company	Books	45580	956.81
Reflective Group	Phones, Service	45581	3,708.40
Ricoh	Copier Lease	45582	280.78
Ricoh	Copier Lease	45583	96.87
Ricoh	Copier Lease	45584	183.90
RMI Golf	Voltage Regulator	45585	87.06
Royal Publishing	Ad	45586	205.00
Seneca Free Library	Book	45587	6.00
Sprint	Services	45588	24.71
Stanion Wholesale Electric	Vac B+S Wire SP K	45589	83.90
Suddenlink	Internet	45590	59.95
Superior Lamp	Bulbs	45591	644.70
Superior Vision	Vision Insurance	45592	588.70
Turfwerks	Decoders, Repair Decoder System	45593	3,481.62
Walmart	Paint, Pop, Water, Cleaning Supplies	45594	423.84
Zep Sales & Service	Twister Ultra Aerosol, Zep 65 Aero	45595	272.90
KMEA	Nearman Electricity	1603	20,502.64
United Healthcare	Health Insurance	1604	33,068.34
City of Osawatomie	Petty Cash Reimbursement	1605	2,943.47
US Treasury	Penalties and Interest	45596	3,563.69
Altec Parts	Aerial Tool Bucket	45597	86.96
American Law Enforcement	Recalibrate Radar	45598	160.00
California Contractors Supplies, Inc.	Led Cordless Light, Plastic Ties	45599	189.98
Callaway Golf Sales Company	Golf Clubs	45600	588.70
CenturyLink	Services	45601	1,681.21
CenturyLink	Long Distance	45602	218.11
Coleman Equipment, Inc.	Relay, Kit	45603	89.59
Computers & More, LLC	Computer, Filter Inboxes, Cable	45604	1,328.09
Elite Carriages of Kansas City	Performance Fees-Deposit	45605	225.00
Richard Fisher	Attorney Fees	45606	1,050.00
Freestate Doors, Inc.	Service Call-Chain Drive, Cable	45607	413.75
Golden West Industrial Supply	Gloves, Ballwash	45608	157.48
Home Depot	Emergency Light, Lamp Kit, Stone	45609	1,363.58
Killough Construction	Asphalt	45610	526.70
Martin Pringle	City Prosecutor, Municipal Matters	45611	3,945.40
Maxim Golf Solutions	Consulting Services	45612	2,500.00
NPG Newspapers, Inc.	Special Permit-Alcohol, Water Imp	45613	264.21
Postmaster	Utility Billing	45614	1,000.00
Reflections of Polynesia	Deposit-Jamboree Performance	45615	1,260.00
Rejis Commission	Leweb Subscription Service	45616	32.76
Ricoh	Copies	45617	156.32



CITY OF OSAWATOMIE  
439 Main Street  
PO Box 37  
Osawatomie, KS 66064

Phone: (913) 755-2146  
Fax: (913) 755-4164  
cityclerk@osawatomiaks.org

20 15

## APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand Eddie's Discount Fireworks  
Location of Stand 504 Oscar St., Osa of Storage \_\_\_\_\_  
Applicant's Name Chris & Peaceful Barnett  
Address 38764 Edgerton Rd.  
City/State/Zip Lanc / KS / 66042  
Home Phone No. \_\_\_\_\_ Cell \_\_\_\_\_ Business \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal ID No. \_\_\_\_\_ State of KS Tax ID No. \_\_\_\_\_

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 City of Osawatomie Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature Peaceful Barnett Date 3-11-15

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 regular scheduled meeting. However, all necessary documents must be received by the City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31 deadline. Those documents are listed below in bold.

### FOR OFFICE USE ONLY

Date of Application 3-25-15 Receipt # 49192 [1.500405]  
Stand Fee \$1,000.00 Check # counter check  
 on file **Drawing**  
 on file **Certificate of Insurance — City of Osawatomie MUST be named as ADDITIONAL INSURED**  
 on file **If located in a tent, proof of flame retardant**  
 **Letter of Permission from property owner (if applicable)**  
 **Letter(s) of Permission from property owner(s) of structures, etc. within 50' (if applicable)**  
 **Electricity Temporary Hookup** Receipt # 49192 Check # cc [3.500801]  
\_\_\_\_\_  
Receipt Copy Given to Utilities

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

CITY OF OSAWATOMIE

439 Main Street  
PO Box 37  
Osawatomie, KS 66064

Phone: (913) 755-2146  
Fax: (913) 755-4164  
cityclerk@osawatomi.ks.org

20 15

APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand Moon's Discount Fireworks

Location of Stand NE CORNER 6TH & WALNUT of Storage SAME  
MOON'S PARKING LOT

Applicant's Name MIKE MOON

Address 111 ROYAL HTS DR

City/State/Zip OSAWATOMIE, KS 66064

Home Phone No. [REDACTED] Cell [REDACTED] Business [REDACTED]

E-mail Address [REDACTED]

Federal ID No. \_\_\_\_\_ State of KS Tax ID No. \_\_\_\_\_

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 City of Osawatomie Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature [Signature] Date APRIL 25, 2015

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 regular scheduled meeting. However, all necessary documents must be received by the City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31 deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY

Date of Application \_\_\_\_\_ Receipt # \_\_\_\_\_ [1.500405]  
Stand Fee \$1,000.00 \_\_\_\_\_ Check # \_\_\_\_\_

- \_\_\_\_\_ **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(s) of Permission from property owner(s) of structures, etc. within 50' (if applicable)**
- \_\_\_\_\_ **Electricity Temporary Hookup** Receipt # \_\_\_\_\_ Check # \_\_\_\_\_ [3.500801]  
\_\_\_\_\_ Receipt Copy Given to Utilities

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





## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** May 28, 2015

**AGENDA ITEM:** CDBG Application

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Staff recommends the submission of a CDBG project to improve the Cole Sports Complex facilities and also to assist with constructing the new sidewalks from 1<sup>st</sup> to 5<sup>th</sup> on Main Street, in association with the reconstruction project. At the sports complex, the project would include extending and refurbishing the tennis courts, refurbishing the basketball court, new lighting for both courts, providing 8 new sets of bleachers for the ball fields, and a shade canopy for the playground structure.

The Engineer's Opinion of Probable Cost for the entire project is \$385,000 with \$35,000 being the City's 10% match. The Complex represents \$215,900 in construction costs and \$37,100 in engineering and inspection costs. The sidewalk portion represents \$112,000 in construction costs, with design and inspection already being paid for out of the Main Street reconstruction project. Finally, the estimate includes \$20,000 for grant administration.

Included in the packet are drawings of the Complex and the sidewalk portion. Also included is the detail of the Engineer's estimate.

Included in the packet are four items that need action by the Council for the City to submit a CDBG application for Main Street Sidewalks and for improvements to Cole Sports Complex. The four items are:

**Resolution approving the project and certifying the match.** This resolution promises that we will match \$35,000 towards the project out of City funds. We will match this with street funds since we already have the funds for \$112,000 of sidewalk work.

**Resolution agreeing to maintenance of the project.** This resolution says we will commit funds to maintaining the projects we build with CDBG funds.

**Contract with Governmental Assistance Services (GAS).** The application requires the selection of an administrator and a contract contingent on approval. The funds for the administration are included in the grant. We received qualification submissions from several administrators and staff recommends using GAS because of their familiarity with the projects, since they are writing the grant, and also our positive history of working with them several times over the years.

**Contract with BG Consultants for Design and Inspection Services.** The application requires the selection of an engineer and for a contract contingent on approval. We only received one application, which was from BG Consultants. They also assisted with the design of the project as our on-call engineers. Again, the funds for their payment will come from the grant funding.

**COUNCIL ACTION NEEDED:** Consider the proposed resolutions and contracts.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the Resolutions and contracts as detailed above.

RESOLUTION NO. \_\_\_\_

BY THE CITY OF OSAWATOMIE, KANSAS

CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE 2015 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FROM THE KANSAS DEPARTMENT OF COMMERCE AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Osawatomie, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Osawatomie, Kansas, intends to submit an application for assistance from the 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

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

THE APPLICANT hereby certifies that the City of Osawatomie, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2015 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Osawatomie, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$35,000 in cash funds toward this project and \$-0- in force account labor for same.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 28<sup>th</sup> day of May, 2015.

APPROVED and signed by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

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Ann Elmquist, City Clerk

RESOLUTION NO. \_\_\_\_

BY THE CITY OF OSAWATOMIE, KANSAS

ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE COLE SPORTS COMPLEX & SIDEWALK SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City of Osawatomie is applying for Small Cities Community Development Block Grant funds under the Community Improvement Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City of Osawatomie wishes to utilize this funding for the purpose of constructing improvements to the City's COLE SPORTS COMPLEX & SIDEWALK system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City of Osawatomie has determined that the annual operation and maintenance costs of the COLE SPORTS COMPLEX & SIDEWALK system improvements are anticipated to be approximately \$2,300; and,

WHEREAS, The annual COLE SPORTS COMPLEX & SIDEWALK budget has been determined to be adequate to fund the operation and maintenance of the COLE SPORTS COMPLEX & SIDEWALK system;

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Osawatomie, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 28<sup>th</sup> day of May, 2015.

APPROVED and signed by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

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Ann Elmquist, City Clerk



**AGREEMENT  
CONSULTANT-CLIENT**

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Osawatomie, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Cole Sports Complex Improvements

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

**SECTION 1 – DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

**SECTION 2 – RESPONSIBILITIES OF CONSULTANT**

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 **GENERAL DUTIES AND RESPONSIBILITIES**

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	_____
	Brian P. Kingsley, PE
Address:	_____
	1405 Wakarusa Drive
	_____
	Lawrence, KS 66049
Phone:	_____
	785-749-4474

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility:** The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

### SECTION 3 – CLIENT RESPONSIBILITIES

#### 3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Don Cawby, City Manager
Address:	439 Main Street
	Osawatomie, KS 66064
Phone:	913-755-2146

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Design Fee and Expense** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for the design and construction services of this project is a total of \$ 37,100.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-



of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hour's notice.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. CLIENT and CONSULTANT hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such

documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

#### 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.
- 5.4.3. CONSULTANT shall indemnify and save CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

#### 5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

#### 5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

#### 5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

#### 5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

## 5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

## 5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

## 5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

## 5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will

not assume the role of “prime contractor”, “constructor”, “controlling employer”, “supervisor” or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT’s subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Osawatomie, KS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brian P. Kingsley

Printed Name: Mark Govea

Title: Vice President

Title: Mayor

Attest: \_\_\_\_\_

Ann Elmquist, City Clerk

END OF CONSULTANT-CLIENT AGREEMENT

## **Exhibit 1 – SCOPE OF WORK**

1. Plans and specifications will be prepared in conformance with the Department of Commerce CDBG preparation criteria and format. Bid items and project special provisions will conform to the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, 2008 Edition, or applicable Special Provisions. The improvements include items detailed in the Opinion of Probable Project Cost Estimate for CDBG Special Round Improvements Project – Cole Sports Complex Improvements.
2. Provide a topographic survey of project located within the public right-of-way where improvements are to be constructed.
3. Provide engineering design of Tennis Court, Basketball Court, Playground Canopy and Amenity improvements, including horizontal and vertical alignment.
4. Provide traffic engineering design for permanent signing improvements and a temporary traffic control plan for construction of the improvements.
5. Provide a preliminary estimate of probable construction cost.
6. Prepare preliminary plans on 24”x36” sheets. Plans will be Field Checked with City Staff.
7. Provide one set of plans for each of the private and public utility owners having facilities located in the area of the project. Assist the City with compiling a list of known private and public utilities including a summary of utility adjustment coordination for City records.
8. Prepare final plans and specifications with a final estimate of probable construction cost.
9. Prepare known permit application documents needed for construction. The engineer anticipates the need for a permit from:
  - KDHE - The National Pollution Discharge Elimination System Notice of Intent
10. No Environmental Assessment or an Environmental Impact Statement concerning the National Environmental Policy Act will be prepared. The Engineer does not anticipate the need for this work. Should there become a need for either of these documents, the preparation of the documents will be provided through an addendum to this Agreement at the time the need is established. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in the services.
11. Consultant will provide bid phase services including assisting the City with plan distribution, answering contractor questions and preparing a recommendation for award of the construction contract.

12. Consultant will provide qualified part-time personnel to assist with construction observation services.
13. Consultant will assist the City with administration of the construction contract.
14. Shop drawings for materials will be submitted to the Engineer for review. After review the Engineer will either return a copy of the submitted shop drawing to the Contractor with changes marked on the shop drawing, or the Engineering will return a copy of the submitted shop drawing stamped "Approved". The Engineer will keep a copy of each reviewed shop drawing complete with mark up comments.

## **Exhibit 2 – COST AND SCHEDULE**

Design services set forth in Exhibit 1 items 1 through 11 the LUMP SUM FEE of **\$21,200.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

Services will be performed in an effort to meet CDBG funding requirements including the following milestones:

1. Construction contract awarded for construction within 9 months of notice to proceed by CDBG.
2. Final construction completion within 18 months of notice to proceed by CDBG

Construction services set forth in Section I items 12 through 14, the LUMP SUM FEE of **\$15,900.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

Services will be performed in an effort to meet CDBG funding requirements including the following milestones:

1. The fee included within this contract is based upon construction being accomplished within **30 working** days. Construction duration beyond this duration may result in additional fees. Additional fees associated with construction duration would require Council and CDBG approval, as appropriate, and would be identified in a supplement to this agreement.



### **Exhibit 3 – SPECIAL PROVISIONS**

1. This agreement is entered into contingent upon the City receiving award of a CDBG funding for the Improvement.
2. The Consultant shall operate within all known CDBG guidelines, specifically,
  - a. Title VI Civil Rights Act of 1964
  - b. Section 109 Certifications
  - c. Section 504 Certifications
  - d. Age Discrimination Act of 1975
  - e. Fair Housing Amendments Act of 1988
  - f. Executive Order 11063 Certifications
  - g. Kansas Act Against Discrimination
  - h. Executive Order 11246 Certifications
  - i. Section 3 Certifications
  - j. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
  - k. Section 503 of the Rehabilitation Act of 1973 as amended
  - l. 24 CFR 85 as modified by CFR 570 Subpart J
  - m. Title I of the Housing & Community Development Act of 1974 as amended
  - n. Section 519 Public Law 101-44 (The 1990 HUD Appropriation Act)
  - o. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)

City of Osawatomie  
 PRELIMINARY ENGINEER'S OPINION OF PROBABLE PROJECT COSTS  
 Preparation Date: May 18, 2015

**COLE SPORTS COMPLEX & MAIN ST SIDEWALK IMPROVEMENTS**

**COLE SPORTS COMPLEX IMPROVEMENTS**

Extend Tennis Court 10' on East Side  
 Tennis Court Resurfacing  
 Basketball Court Resurfacing  
 Ten (10) Single and Two (2) Double Light Fixture Head Groups with Wood Poles for Tennis and Basketball Courts (ITF Class III Specifications)  
 10' Fence around Tennis and Basketball Courts with Privacy Slats  
 Two (2) Basketball Goals  
 Two (2) Tennis Court Nets and Posts  
 Eight (8) 5 Row 15' Long Bleachers for Baseball Fields (BGS-124 or Equiv.)  
 Curb & Gutter around East, West and North Sides of Tennis and Basketball Courts  
 40' x 30' Prefabricated Fabric Canopy Structure for Playground with four (4) Footings

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00
2.	Contractor Construction Staking	1	L.S.	\$ 2,000.00	\$ 2,000.00
3.	Removal of Existing Structures	1	L.S.	\$ 1,800.00	\$ 1,800.00
4.	Unclassified Excavation	50	Cu. Yd.	\$ 25.00	\$ 1,250.00
5.	Compaction of Earthwork (Type B)(MR-90)	50	Cu. Yd.	\$ 6.00	\$ 300.00
6.	Aggregate Base (AB-3)(6")	100	Sq. Yd.	\$ 12.50	\$ 1,250.00
7.	Concrete Curb & Gutter (AE)	360	Lin. Ft.	\$ 35.00	\$ 12,600.00
8.	Extend Tennis Court - Concrete Pavement (4" Uniform)(AE)	150	Sq. Yd.	\$ 40.00	\$ 6,000.00
9.	Resurface Basketball Court	1	L.S.	\$ 5,000.00	\$ 5,000.00
10.	Resurface Tennis Court	1	L.S.	\$ 12,500.00	\$ 12,500.00
11.	Basketball Goal with Pole & Footing	2	Each	\$ 3,500.00	\$ 7,000.00
12.	Tennis Court Net with Poles and Footings	2	Each	\$ 2,000.00	\$ 4,000.00
13.	Chain Link Fencing (10' Height)(9 Ga., Privacy Slats)	600	Lin. Ft.	\$ 40.00	\$ 24,000.00
14.	Light Fixture Head Group (approx. 250W)	12	Each	\$ 2,000.00	\$ 24,000.00
15.	20' Light Pole (Wood)	10	Each	\$ 1,000.00	\$ 10,000.00
16.	Electrical	1	L.S.	\$ 17,500.00	\$ 17,500.00
17.	Prefab. Fabric Canopy Structure (30' x 40')(Installed)	1	L.S.	\$ 12,500.00	\$ 12,500.00
18.	Concrete Footings for Prefab. Metal Canopy (Installed)	4	Each	\$ 800.00	\$ 3,200.00
19.	5 Row 33' Bleachers	8	Each	\$ 7,000.00	\$ 56,000.00
<b>Cole Sports Complex Construction Subtotal =</b>					<b>\$ 215,900.00</b>

**MAIN ST SIDEWALK IMPROVEMENTS**

2000 Lin. Ft. (Approx.) of 5' Wide Sidewalk, both sides of the road  
 24 ADA Access Ramps  
 Excavation, Compaction, Pavement Markings, Signing, Adjustment of Utilities, Contractor Staking are by Others

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Concrete Pavement (4" Uniform)(AE)	2,200	Sq. Yd.	\$ 40.00	\$ 88,000.00
2.	Sidewalk Ramp (AE)	24	Each	\$ 1,000.00	\$ 24,000.00
<b>Main St Sidewalk Construction Subtotal =</b>					<b>\$ 112,000.00</b>

**COLE SPORTS COMPLEX & MAIN ST SIDEWALK PROJECT SUMMARY:**

Cole Sports Complex Construction Subtotal =	\$	215,900.00
9.8% Engineering Design =	\$	21,200.00
Construction Inspection (75% of Engineering Services) =	\$	15,900.00
Main St Sidewalk Construction Subtotal (Design & Construction Inspection paid for separately by City) =	\$	112,000.00
Grant Administration =	\$	20,000.00
<b>TOTAL PROJECT COST* =</b>		<b>\$ 385,000.00</b>

<b>FUNDING SUMMARY</b>		
	<b>COST</b>	<b>PERCENT MATCH</b>
<b>TOTAL PROJECT COST* =</b>	<b>\$ 385,000.00</b>	
<b>CDBG Grant =</b>	<b>\$ 350,000.00</b>	
<b>City's Cost Share =</b>	<b>\$ 35,000.00</b>	<b>10.0%</b>

\*Legal, Bonding, Administration, and Interim Interest have not been included in the Total Project Cost.



# CITY OF OSAWATOMIE, KANSAS KARL E. COLE SPORTS COMPLEX IMPROVEMENTS



BG Project No. 15-1022L  
Preparation Date: 2015-05-18



CONTRACT FOR ADMINISTRATION SERVICES  
FOR THE CITY OF OSAWATOMIE, KANSAS SPECIAL ROUND CDBG  
COLE SPORTS COMPLEX & SIDEWALK IMPROVEMENTS PROJECT

THIS CONTRACT made this 28TH day of MAY, 2015, between GOVERNMENTAL ASSISTANCE SERVICES, 905 Joseph Dr., Lawrence, Kansas 66049, and the CITY OF OSAWATOMIE, KANSAS, **contingent upon grant award.**

WHEREAS, THE CITY, is engaged in a Special Round CDBG Community Improvement project, and,

WHEREAS, completion of this project requires the services of a qualified Administrator;

NOW, THEREFORE, THE CITY engages the services of GOVERNMENTAL ASSISTANCE SERVICES upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY OF OSAWATOMIE may terminate this Contract, in whole or in part, at any time by written notice to GOVERNMENTAL ASSISTANCE SERVICES.

In event of termination, all finished or unfinished documents, studies and reports prepared by GOVERNMENTAL ASSISTANCE SERVICES, under this Contract, shall remain the property of GOVERNMENTAL ASSISTANCE SERVICES until GOVERNMENTAL ASSISTANCE SERVICES receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

## 2. CHANGES

THE CITY may from time to time, request changes in the scope of services of GOVERNMENTAL ASSISTANCE SERVICES to be performed hereunder. Such changes, including any increase or decrease in the amount of GOVERNMENTAL ASSISTANCE SERVICES' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

## 3. PERSONNEL

- A. GOVERNMENTAL ASSISTANCE SERVICES represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All of the services required hereunder will be performed by GOVERNMENTAL ASSISTANCE SERVICES or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

## 4. SERVICES OF GOVERNMENTAL ASSISTANCE SERVICES

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service, but is intended to illustrate the work and services to be provided by GOVERNMENTAL ASSISTANCE SERVICES.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State departments involved in the project.
- Perform necessary account procedures, relating to this project, until project is completed.
- Assist the City and Contractors with adherence to Affirmative Action rules and regulations.

- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Assist with Environmental Assessment Report.
- Prepare documentation relating to Release of Funds from State departments involved.
- Prepare “No Significant Impact” certificate.
- Work closely with City Staff throughout entire project.
- Attend meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.
- Work closely with all State departments and furnish additional information they may request.
- Attend monitoring visits set up by State departments.
- Perform additional duties as may be required.
- Assist City in securing qualified Audit firm.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State departments involved in project.
- Operate within Federal and State guidelines, specifically:
  1. Title VI Civil Rights Act of 1964
  2. Section 109 Certifications
  3. Section 504 Certifications
  4. Age Discrimination Act of 1975
  5. Fair Housing Amendments Act of 1988
  6. Executive Order 11063 Certifications

7. Kansas Act Against Discrimination
8. Executive Order 11246 Certifications
9. Section 3 Certifications
10. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
11. Section 503 of the Rehabilitation Act of 1973 as amended
12. 24 CFR 85 as modified by CFR 570 Subpart J
13. Title 1 of the Housing & Community Development Act of 1974 as amended
14. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act)
15. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)

- Assist the City in developing a financial management system which will meet State and Local standards.
- Comply with all applicable laws, ordinances and codes for the State and Local governments.
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. GOVERNMENTAL ASSISTANCE SERVICES will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

GOVERNMENTAL ASSISTANCE SERVICES agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY, setting forth the provisions of this non-discrimination clause.

## 5. AUDIT

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project. The expense for this audit will be a responsibility of the City.

## 6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and GOVERNMENTAL ASSISTANCE SERVICES shall take appropriate steps to insure compliance.

7. INTEREST OF GOVERNMENTAL ASSISTANCE SERVICES AND EMPLOYEES

GOVERNMENTAL ASSISTANCE SERVICES covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. GOVERNMENTAL ASSISTANCE SERVICES further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY, agrees to pay GOVERNMENTAL ASSISTANCE SERVICES a fee for the services outlined.

The fee, for these services, will be as follows:

Services will be billed at \$89.50 per hour not to exceed \$18,000.00 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the \$18,000 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$89.50.

In addition, the CITY will be charged a one-time fee of \$2,000 for completion of the Environmental Assessment to acquire the Release of funds.

In no way can the contract be changed without a written amendment approved by the CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

(SEAL)

\_\_\_\_\_  
D. Garrett Nordstrom  
Governmental Assistance Services

\_\_\_\_\_  
Donna Crawford  
Governmental Assistance Services



City of Osawatomie  
 PRELIMINARY ENGINEER'S OPINION OF PROBABLE PROJECT COSTS  
 Preparation Date: May 18, 2015

**COLE SPORTS COMPLEX & MAIN ST SIDEWALK IMPROVEMENTS**

**COLE SPORTS COMPLEX IMPROVEMENTS**

Extend Tennis Court 10' on East Side  
 Tennis Court Resurfacing  
 Basketball Court Resurfacing  
 Ten (10) Single and Two (2) Double Light Fixture Head Groups with Wood Poles for Tennis and Basketball Courts (ITF Class III Specifications)  
 10' Fence around Tennis and Basketball Courts with Privacy Slats  
 Two (2) Basketball Goals  
 Two (2) Tennis Court Nets and Posts  
 Eight (8) 5 Row 15' Long Bleachers for Baseball Fields (BGS-124 or Equiv.)  
 Curb & Gutter around East, West and North Sides of Tennis and Basketball Courts  
 40' x 30' Prefabricated Fabric Canopy Structure for Playground with four (4) Footings

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00
2.	Contractor Construction Staking	1	L.S.	\$ 2,000.00	\$ 2,000.00
3.	Removal of Existing Structures	1	L.S.	\$ 1,800.00	\$ 1,800.00
4.	Unclassified Excavation	50	Cu. Yd.	\$ 25.00	\$ 1,250.00
5.	Compaction of Earthwork (Type B)(MR-90)	50	Cu. Yd.	\$ 6.00	\$ 300.00
6.	Aggregate Base (AB-3)(6")	100	Sq. Yd.	\$ 12.50	\$ 1,250.00
7.	Concrete Curb & Gutter (AE)	360	Lin. Ft.	\$ 35.00	\$ 12,600.00
8.	Extend Tennis Court - Concrete Pavement (4" Uniform)(AE)	150	Sq. Yd.	\$ 40.00	\$ 6,000.00
9.	Resurface Basketball Court	1	L.S.	\$ 5,000.00	\$ 5,000.00
10.	Resurface Tennis Court	1	L.S.	\$ 12,500.00	\$ 12,500.00
11.	Basketball Goal with Pole & Footing	2	Each	\$ 3,500.00	\$ 7,000.00
12.	Tennis Court Net with Poles and Footings	2	Each	\$ 2,000.00	\$ 4,000.00
13.	Chain Link Fencing (10' Height)(9 Ga., Privacy Slats)	600	Lin. Ft.	\$ 40.00	\$ 24,000.00
14.	Light Fixture Head Group (approx. 250W)	12	Each	\$ 2,000.00	\$ 24,000.00
15.	20' Light Pole (Wood)	10	Each	\$ 1,000.00	\$ 10,000.00
16.	Electrical	1	L.S.	\$ 17,500.00	\$ 17,500.00
17.	Prefab. Fabric Canopy Structure (30' x 40')(Installed)	1	L.S.	\$ 12,500.00	\$ 12,500.00
18.	Concrete Footings for Prefab. Metal Canopy (Installed)	4	Each	\$ 800.00	\$ 3,200.00
19.	5 Row 33' Bleachers	8	Each	\$ 7,000.00	\$ 56,000.00
<b>Cole Sports Complex Construction Subtotal =</b>					<b>\$ 215,900.00</b>

**MAIN ST SIDEWALK IMPROVEMENTS**

2000 Lin. Ft. (Approx.) of 5' Wide Sidewalk, both sides of the road  
 24 ADA Access Ramps  
 Excavation, Compaction, Pavement Markings, Signing, Adjustment of Utilities, Contractor Staking are by Others

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Concrete Pavement (4" Uniform)(AE)	2,200	Sq. Yd.	\$ 40.00	\$ 88,000.00
2.	Sidewalk Ramp (AE)	24	Each	\$ 1,000.00	\$ 24,000.00
<b>Main St Sidewalk Construction Subtotal =</b>					<b>\$ 112,000.00</b>

**COLE SPORTS COMPLEX & MAIN ST SIDEWALK PROJECT SUMMARY:**

Cole Sports Complex Construction Subtotal =	\$	215,900.00
9.8% Engineering Design =	\$	21,200.00
Construction Inspection (75% of Engineering Services) =	\$	15,900.00
Main St Sidewalk Construction Subtotal (Design & Construction Inspection paid for separately by City) =	\$	112,000.00
Grant Administration =	\$	20,000.00
<b>TOTAL PROJECT COST* =</b>	<b>\$</b>	<b>385,000.00</b>

<b>FUNDING SUMMARY</b>		
	<b>COST</b>	<b>PERCENT MATCH</b>
<b>TOTAL PROJECT COST* =</b>	<b>\$ 385,000.00</b>	
<b>CDBG Grant =</b>	<b>\$ 350,000.00</b>	
<b>City's Cost Share =</b>	<b>\$ 35,000.00</b>	<b>10.0%</b>

\*Legal, Bonding, Administration, and Interim Interest have not been included in the Total Project Cost.



# CITY OF OSAWATOMIE, KANSAS KARL E. COLE SPORTS COMPLEX IMPROVEMENTS



BG Project No. 15-1022L  
Preparation Date: 2015-05-18

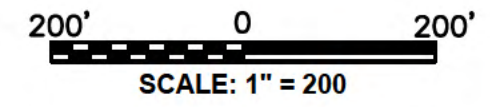
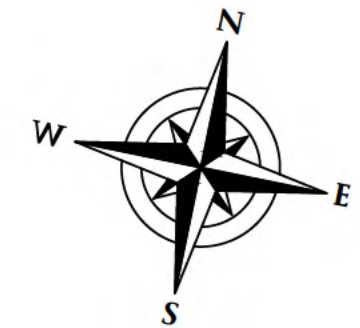


# CITY OF OSAWATOMIE, KANSAS MAIN STREET SIDEWALK IMPROVEMENTS



### Legend

- Proposed Sidewalk Alignment
- Proposed Crosswalks



BG Project No. 15-1022L  
Preparation Date: 2015-05-18



**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE: April 2015</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	661,399.00		170,774.78	490,624.22
Codes Enforcement	130,862.00		24,073.22	106,788.78
Police	950,918.00		279,428.48	671,489.52
John Brown Cabin	38,049.00		10,530.26	27,518.74
Public Works	243,618.00		61,403.52	182,214.48
Swimming Pool	-		89.90	(89.90)
Properties & Maintenance	315,692.00		55,553.93	260,138.07
Fire	62,050.00		17,371.08	44,678.92
Municipal Court	143,324.00		38,790.08	104,533.92
Levees & Storm Water	14,030.00		2,696.09	11,333.91
Library	147,974.00	447.71	39,212.19	109,209.52
<b>TOTAL</b>	<b>2,707,916.00</b>	<b>447.71</b>	<b>699,923.53</b>	<b>2,008,440.18</b>
<b>WATER</b>				
Administration	331,147.00		67,381.44	263,765.56
Water Treatment	386,559.00		119,136.79	267,422.21
Water Distribution	263,742.00		87,189.98	176,552.02
<b>TOTAL</b>	<b>981,448.00</b>	<b>-</b>	<b>273,708.21</b>	<b>707,739.79</b>
<b>ELECTRIC</b>				
Administration	1,173,789.00		363,893.38	809,895.62
Electric Production	2,492,626.00		656,683.37	1,835,942.63
Elect Transmission	558,026.00		134,296.10	423,729.90
<b>TOTAL</b>	<b>4,224,441.00</b>	<b>-</b>	<b>1,154,872.85</b>	<b>3,069,568.15</b>
EMPLOYMENT BENEFIT	752,580.00	55,246.58	361,820.37	446,006.21
REFUSE	396,700.00		114,907.85	281,792.15
LIBRARY	106,394.00		1,642.81	104,751.19
RECREATION	4,268.00		3,390.05	877.95
RURAL FIRE	60,000.00		27,770.20	32,229.80
INDUSTRIAL	71,463.00		6,813.90	64,649.10
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	159,813.00		34,405.46	125,407.54
ST IMPROVEMENT	157,980.00		621.67	157,358.33
BOND & INTEREST	766,705.00		66,882.50	699,822.50
PUBLIC SAFETY EQUIP.	3,704.00		-	3,704.00
FIRE INS PROCEEDS	-		-	-
SEWER	997,099.00		277,845.30	719,253.70
REC EMP BENEFITS	672.00		436.94	235.06
GOLF COURSE	270,362.00	-	152,010.86	118,351.14
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	76,550.00	-	9,650.27	66,899.73
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	279,900.00		115,247.97	164,652.03
CAPITAL IMP. - STREET	1,365,979.00		21,679.62	1,344,299.38
CAPITAL IMP - SEWER	102,682.00	2,392.50	97,682.62	7,391.88
CAPITAL IMP - GRANTS	252,050.00		36,785.86	215,264.14
CAFETERIA 125 #50	52,500.00		13,661.72	38,838.28
COURT ADSAP #51	-		-	-
COURT BONDS #52	-		300.00	(300.00)
FOREITURES #53	-		300.00	(300.00)
OLD STONE CHURCH #54	-		-	-
PAY PAL #55	-		-	-
<b>GRAND TOTAL</b>	<b>13,791,206.00</b>	<b>58,086.79</b>	<b>3,472,360.56</b>	<b>10,376,932.23</b>

## CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: April 2015	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 4/30/2015
GENERAL OPERATING	234,071.92	961,842.27	699,475.82	496,438.37		496,438.37
WATER	122,292.04	275,008.58	273,708.21	123,592.41		123,592.41
ELECTRIC	622,115.36	1,290,222.00	1,154,872.85	757,464.51		757,464.51
EMPLOYEE BENEFIT	107,698.44	344,515.21	306,573.79	145,639.86		145,639.86
REFUSE	19,986.28	133,341.74	114,907.85	38,420.17		38,420.17
LIBRARY	102,054.01	2,818.48	1,642.81	103,229.68		103,229.68
RECREATION	3,267.99	122.06	3,390.05	-		-
RURAL FIRE	3,391.81	13,799.43	27,770.20	(10,578.96)		(10,578.96)
INDUSTRIAL	49,980.48	18,547.98	6,813.90	61,714.56		61,714.56
REVOLVING LOAN	72,758.43	179.76	-	72,938.19		72,938.19
SPECIAL PARKS & REC	90,821.54	22,357.45	34,405.46	78,773.53		78,773.53
STREET IMPROVEMENTS	127,185.86	58,598.65	621.67	185,162.84		185,162.84
BOND & INTEREST	119,631.91	284,574.37	66,882.50	337,323.78		337,323.78
PUBLIC SAFETY EQUIP.	3,704.23	-	-	3,704.23		3,704.23
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	357,409.31	281,624.49	277,845.30	361,188.50		361,188.50
RECREATION BENEFIT	421.66	15.28	436.94	0.00		0.00
GOLF COURSE	6,362.09	144,799.07	152,010.86	(849.70)		(849.70)
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	25,564.38	25,051.72	9,650.27	40,965.83		40,965.83
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	227,418.52	30,592.00	115,247.97	142,762.55		142,762.55
CAPITAL IMP. - STREETS	65,978.61	-	21,679.62	44,298.99		44,298.99
CAPITAL IMP - SEWER	(139,871.62)	232,876.99	95,290.12	(2,284.75)		(2,284.75)
CAPITAL IMP - GRANTS	252,049.88	738.14	36,785.86	216,002.16		216,002.16
CAFETERIA 125 # 50	26,578.57	8,572.63	13,661.72	21,489.48		21,489.48
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	7,249.54	2,752.00	300.00	9,701.54		9,701.54
FORFEITURES # 53	1,153.42	225.00	300.00	1,078.42		1,078.42
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	(95.64)	-	0.01		0.01
TOTALS	2,539,569.35	4,133,079.66	3,414,273.77	3,258,375.24	-	3,258,375.24

CASH TRANSACTIONS REPORT

YEAR: THROUGH APRIL  
City of Osawatomie

Page: 1  
5/20/2015  
8:43 am

Account Number		Beginning Balance	Debit	Credit	Ending Balance
<b>100.101 CASH &amp; INVESTMENTS</b>					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	234,071.92	1,015,325.39	752,958.94	496,438.37
02-000-100.101	CASH & INVESTMENTS	122,292.04	279,533.84	278,233.47	123,592.41
03-000-100.101	CASH & INVESTMENTS	622,115.36	1,341,411.25	1,206,062.10	757,464.51
04-000-100.101	CASH & INVESTMENTS	107,698.44	399,761.80	361,820.38	145,639.86
05-000-100.101	CASH & INVESTMENTS	19,986.28	133,341.74	114,907.85	38,420.17
06-000-100.101	CASH & INVESTMENTS	102,054.01	2,818.48	1,642.81	103,229.68
07-000-100.101	CASH & INVESTMENTS	3,267.99	122.06	3,390.05	0.00
08-000-100.101	CASH & INVESTMENTS	3,391.81	13,799.43	27,770.20	-10,578.96
09-000-100.101	CASH & INVESTMENTS	49,980.48	18,547.98	6,813.90	61,714.56
10-000-100.101	CASH & INVESTMENTS	72,758.43	179.76	0.00	72,938.19
11-000-100.101	CASH & INVESTMENTS	90,821.54	33,317.33	45,365.34	78,773.53
12-000-100.101	CASH & INVESTMENTS	127,185.86	62,594.72	4,617.74	185,162.84
13-000-100.101	CASH & INVESTMENTS	119,631.91	284,574.37	66,882.50	337,323.78
14-000-100.101	CASH & INVESTMENTS	3,704.23	0.00	0.00	3,704.23
15-000-100.101	CASH & INVESTMENTS	0.84	0.00	0.00	0.84
16-000-100.101	CASH & INVESTMENTS	357,409.31	287,346.87	283,567.68	361,188.50
17-000-100.101	CASH & INVESTMENTS	421.66	15.28	436.94	0.00
18-000-100.101	CASH & INVESTMENTS	6,362.09	147,905.56	155,117.35	-849.70
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	25,564.38	25,116.72	9,715.27	40,965.83
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	227,418.52	31,553.17	116,209.14	142,762.55
25-000-100.101	CASH & INVESTMENTS	65,978.61	0.00	21,679.62	44,298.99
26-000-100.101	CASH & INVESTMENTS	-139,871.62	235,269.49	97,682.62	-2,284.75
27-000-100.101	CASH & INVESTMENTS	252,049.88	989.97	37,037.69	216,002.16
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	1,990,513.74	1,990,513.74	0.00
50-000-100.101	CASH & INVESTMENTS	26,578.57	8,572.63	13,661.72	21,489.48
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	7,249.54	2,752.00	300.00	9,701.54
53-000-100.101	CASH & INVESTMENTS	1,153.42	225.00	300.00	1,078.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	95.65	0.00	95.64	0.01
Total for 100.101		2,539,569.35	6,315,588.58	5,596,782.69	3,258,375.24
<b>Total for 100.101</b>		<b>2,539,569.35</b>	<b>6,315,588.58</b>	<b>5,596,782.69</b>	<b>3,258,375.24</b>
Grand Totals:		2,539,569.35	6,315,588.58	5,596,782.69	3,258,375.24