

OSAWATOMIE CITY COUNCIL
AGENDA
June 25, 2015
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. Approve June 25 Agenda
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentations - none
8. Public Hearings – none
9. Unfinished Business
 - A. Ordinance – Tractor-Mower Lease Purchase Financing
 - B. Resolution – Repeal of Condemnation Order
 - C. Change Order – Concession Stand
10. New Business
 - A. Inter-local Agreement with USD 397 – Recreation
 - B. Revised Contract with Maxim Golf
 - C. Proposed Police Car Purchases
 - D. Review of Capital Improvements Program (CIP) Requests
11. Council Reports
12. Mayor’s Report
13. City Manager’s Report
14. Executive Session
15. Other Discussion/Motions
16. Adjournment

REGULAR MEETING – July 9, 2015
REGULAR MEETING – July 23, 2015



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 25, 2015

AGENDA ITEM: Lease-Purchase of New Levee Tractor and Mower

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On May 15, 2015 the City Council authorized the purchase of a new tractor and mower for levee maintenance. As part of the approval, the motion included the intent to secure lease purchase financing for the tractor and mower within 60-days.

Staff sent out a Request for Bids to be received by June 18. We received 5 bids from these requests and their bids are included with this memo. After reviewing the 3 options for bids, the City recommends selecting the low bid for an 8-year lease purchase, which was from Citizens State Bank at 2.5%. This rate is very favorable and the length of term is well within the useable life of the equipment. Furthermore, the interest savings at the six-year note is small enough that it makes sense to pay the slightly higher rate to provide more flexibility. There is no penalty for early payoff of the lease-purchase.

COUNCIL ACTION NEEDED: Review and discuss the proposed ordinance which will allow the City to enter into the lease-purchase agreement with the low bidder, Citizens State Bank.

STAFF RECOMMENDATION TO COUNCIL: Approve the ordinance as presented.

City of Osawatomie

Tractor-Mower Lease Purchase Bids

Amount: \$76,261

<u>Bank</u>	<u>Bid Rec.</u>	Option 1 - 4 years			Option 2 - 6 years			Option 3 - 8 years		
		% Rate	Estimated Payment	Interest Cost/ <i>Avg. Annual</i>	% Rate	Estimated Payment	Interest Cost/ <i>Avg. Annual</i>	% Rate	Estimated Payment	Interest Cost/ <i>Avg. Annual</i>
Landmark National Bank	16-Jun	3.25	\$ 20,639.07	\$ 6,295.26 <i>1,573.82</i>	4.00	\$ 14,547.69	\$ 11,025.16 <i>1,837.53</i>	4.75	\$ 11,680.28	\$ 17,181.27 <i>2,147.66</i>
Great Southern Bank	16-Jun	1.95	20,017.88	3,810.52 952.63	3.50	14,336.39	9,757.34 <i>1,626.22</i>	<i>n/a</i>		
Commerce Bank*	18-Jun	2.13	20,091.17	4,103.68 <i>1,025.92</i>	2.49	13,840.55	6,782.30 <i>1,130.38</i>	2.79	10,767.84	9,881.72 <i>1,235.22</i>
First Option Bank	17-Jun	2.75	20,393.77	5,314.08 <i>1,328.52</i>	2.75	13,961.17	7,506.02 <i>1,251.00</i>	2.75	10,749.60	9,735.80 <i>1,216.98</i>
Citizens State Bank	18-Jun	2.25	20,150.81	4,342.24 <i>1,085.56</i>	2.35	13,765.38	6,331.28 1,055.21	2.50	10,636.96	8,834.68 1,104.34

* Prepayment Penalty of 3% in year 1, 2% in year 2, 1% thereafter; unless paid with internally generated funds, then waived.

Note: Low bid for each option in **BOLD**.

(Published in *The Osawatomie Graphic* on July 1, 2015)**1t**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS, AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT BY THE CITY TO PROVIDE FOR THE ACQUISITION OF A TRACTOR WITH WING MOWER.

WHEREAS, the governing body of the City of Osawatomie, Kansas (the “City”), according to K.S.A. 12-101 *et seq.* and K.S.A. 10-1116c, has found it necessary to enter into a Lease Purchase Agreement to pay a portion of the costs of acquiring a 2015 Case 1H Farm All 115 T4 Tractor with 2015 Bush Hog 2815L Wing Mower for the City (the “Equipment”) as more fully described in Section 1 below, and in the Lease Purchase Agreement authorized by this Ordinance.

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

SECTION 1. Authorization of Lease Purchase Agreement. The Lease Purchase Agreement between the City and First Option Bank and providing for financing a portion of the cost of the Equipment for the City, in substantially the form presented to the governing body on this date, is authorized and approved with such additions, revisions or corrections as may be approved by the Mayor and City Clerk. Their approval of any such changes shall be evidenced by their execution of the Lease Purchase Agreement.

SECTION 2. Execution of Lease Purchase Agreement. The Mayor and the City Clerk are each authorized and directed to execute the Lease Purchase Agreement on behalf of the City and to execute any ancillary certificates or documents necessary to accomplish the purposes of this Ordinance and the Lease Purchase Agreement.

SECTION 3. Rental Payments. The Rental Payments required by the Lease Purchase Agreement shall be made from funds budgeted and appropriated for that purpose during the City’s current budget year and other funds lawfully available to the City for such purpose, in accordance with the Lease Purchase Agreement, and as provided by law, and shall not be paid from any other moneys or sources (except to the extent paid from moneys attributable to proceeds from insurance policies, condemnation awards or awards resulting from defaults under certain circumstances).

SECTION 4. Non-Arbitrage Covenant. The City covenants that as long as any of the Rental Payments remain outstanding and unpaid under the Lease Purchase Agreement, it will not make or permit use of the proceeds from the Lease Purchase Agreement which, if such use had been reasonably expected on the date of execution and delivery, would have caused the Rental Payments to constitute “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department for so long as any of the Rental Payments under the Lease Purchase

Agreement remain outstanding and unpaid. The City further covenants to take all such action in its power as may be required from time to time in order to assure the continued exclusion from gross income for the purpose of Federal income taxation of the interest component on the Rental Payments, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department under the Code.

SECTION 5. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Lease Purchase Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b)(3) of the Code.

SECTION 6. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City’s official newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas on June 25, 2015.

APPROVED AND SIGNED by the Mayor

CITY OF OSAWATOMIE, KANSAS

[Seal]

By _____
L. Mark Govea, Mayor

ATTEST:

By _____
Ann Elmquist, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Osawatomie, Kansas, met in regular session at the usual meeting place in the City on June 25, 2015, at 6:30 p.m., with Mayor L. Mark Govea presiding and the following members of the governing body present:

The following members were absent:

Among other business an Ordinance was presented to the governing body entitled:

AN ORDINANCE OF THE CITY OF OSAWATOMIE, KANSAS,
AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT
BY THE CITY TO PROVIDE FOR THE ACQUISITION OF A TRACTOR
WITH WING MOWER.

The Ordinance was considered and discussed; and on motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of all members of the governing body. The Ordinance was assigned No. ____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify the foregoing is a true and correct Excerpt of Minutes of the June 25, 2015 meeting of the governing body of the City of Osawatomie, Kansas.

[seal]

Ann Elmquist, City Clerk

EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of July 6, 2015, and entered into between Citizens State Bank, Paola, Kansas, a state banking corporation organized under the laws of the state of Kansas, with offices in the state of Kansas (“Lessor”), and the City of Osawatomie, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Lessee”).

1. **Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in Exhibit A, for the purposes and subject to the terms and conditions set forth in this Agreement. This Agreement (which includes all attached exhibits, together with any amendments and modifications made according to its terms) is referred to as the “Lease” or the “Agreement”.

2. **Term.** The “Commencement Date” for the Lease is the date when interest commences to accrue under the Lease, which shall be the Funding Date referred to in Exhibit A-1. On the Commencement Date, Lessor shall deposit the total principal amount referred to in Exhibit A-1 (i.e., \$76,261.00) with Lessee, and Lessee shall act as purchasing agent of Lessor. The “Lease Term” for the Lease means the Original Term and all Renewal Terms. The “Original Term” means the period from the Commencement Date for the Lease until the end of Lessee’s fiscal year (the “Fiscal Period”) in effect on the Commencement Date. The “Renewal Term” for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date of this Lease and as of the Commencement Date as follows: (a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas (the “State”) with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated herein and to perform all of its obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation; (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the next Fiscal Period, and such other financial information relating to the ability of Lessee to continue the Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on Exhibit A and expects to make immediate use of the Equipment.

4. **Tax and Arbitrage Representations.** Lessee represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1);

(b) the Equipment listed has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited with Lessee to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 6 months of Commencement Date; (c) no proceeds of the Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

5. **Lease of Equipment.** Lessee demises, leases and lets the Equipment to Lessor, and in turn, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms of this Agreement. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term provided by this Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the Lease during the next succeeding Fiscal Period until all Rental Payments payable under the Lease have been paid in full, unless Lessee terminates this Lease under Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments during such terms. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is only obligated to pay Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, the Lease shall be deemed terminated at the end of

the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **[Reserved].**

9. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.*

10. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. **Delivery; Installation; Acceptance.** Lessee has ordered the Equipment, and will cause the Equipment to be delivered and installed, if necessary, at the location specified, if so specified, and pay any and all delivery and installation costs in connection with the Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. **[Reserved.]**

13. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

14. **Title.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under this Lease; provided that title shall immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender

possession of the Equipment to Lessor, upon (a) any termination of the Lease other than termination pursuant to Section 22, or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by the Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during the Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1; (b) liability insurance that protects Lessee from liability in form and amount customary and comparable to coverage on similar equipment owned by the Lessee; and (c) workers' compensation coverage as required by the laws of the State; provided that, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term, if requested by Lessor. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice to Lessor before any such cancellation or modification.

18. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall not be obligated to, maintain and repair the Equipment and pay the cost to do so. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or

threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation, each after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor’s interest in the Equipment. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THE LEASE.

21. **Vendor’s Warranties.** Lessor irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not effect the rights or obligations of Lessor with respect to the Lease, including the right to receive full and timely payments under the Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. **Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment, (a) upon giving written notice to Lessor at least 30 days before the date of purchase specifying the date for such purchase ("Purchase Date") and upon payment in full of all the Rental Payments then due under the Lease plus accrued interest from the immediately preceding Rental Payment Date to the Purchase Date; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in the Lease, on the Purchase Date specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus accrued interest from the immediately preceding Rental Payment date to such Purchase Date.

23. **Assignment.** Lessor's right, title and interest in and to the Lease, including Rental Payments and any other amounts payable by Lessee hereunder and all proceeds from this Lease, may be assigned and reassigned to one or more assignees or sub-assignees by Lessor with the prior consent of Lessee (which shall not be unreasonably withheld); provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered with the City Clerk. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in the Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, subject to compliance with this Section, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Rental Payments under the Lease.

None of Lessee's right, title and interest in, to and under the Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease at the time specified; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 business days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option and without any further demand or notice, to take one or any

combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee under the Lease and other amounts payable by Lessee under the Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under the Lease, Lessor may enter the premises where the Equipment listed in the Lease is located and retake possession of such Equipment and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 of the Lease; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under the Lease (after deducting all costs and expenses referenced in this Section) shall be applied to amounts due pursuant to the Lease and other amounts related to the Lease or Equipment. The exercise of any remedies in respect of any Event of Default shall not relieve Lessee of any other liabilities under any other lease or with respect to other Equipment listed in another lease.

26. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity.

27. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

Lessee: City of Osawatomie, Kansas
Attn: City Clerk
439 Main St., P.O. Box 37
Osawatomie, Kansas 66064

Lessor: Citizens State Bank
Attn: Senior Vice President
3 E. Wea
Paola, Kansas 66071

28. **[Reserved].**

29. **Miscellaneous Provisions; Amendment.** The Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent

assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of the Lease. The Lease may be amended by mutual written consent of Lessor and Lessee. The Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State.

30. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment if paid for by cash is \$76,261.00.

(B) The annual average effective interest cost is 2.50%.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is \$0.00.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

CITY OF OSAWATOMIE, KANSAS

By _____
L. Mark Govea, Mayor

“LESSEE”

CITIZENS STATE BANK
Paola, Kansas

By _____
Name: Mark Oehlert
Title: Senior Vice President

“LESSOR”

**EXHIBIT A
TO
EQUIPMENT LEASE AGREEMENT**

Equipment

2015 Case 1H Farm All 115 T4 Tractor – VIN# ZFJR02326
2015 Bush Hog 2815L Wing Mower – Series # 12-30355

**EXHIBIT A-1
TO
EQUIPMENT LEASE AGREEMENT**

Rental Payment Schedule

City of Osawatomie Amortization Schedule				2.50%	
<u>Payment #</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>(Outstanding Balance)</u>
Funding Date					\$76,261.00
1	07/06/2016	\$10,636.96	\$8,725.21	\$1,911.75	67,535.79
2	07/06/2017	\$10,636.96	8,948.57	1,688.39	58,587.22
3	07/06/2018	\$10,636.96	9,172.28	1,464.68	49,414.94
4	07/06/2019	\$10,636.96	9,401.59	1,235.37	40,013.35
5	07/06/2020	\$10,636.96	9,633.89	1,003.07	30,379.46
6	07/06/2021	\$10,636.96	9,877.47	759.49	20,501.99
7	07/06/2022	\$10,636.96	10,124.41	512.55	10,377.58
8	07/06/2023	\$10,637.02	10,377.58	259.50	0.00
Totals		\$85,095.74	\$76,261.00	\$8,834.80	

Amortization Schedule

Actual/365 Simple

Tuesday, June 23, 2015 - 10:51 AM

Loan Date:	July 06, 2015	Principal Balance:	\$76,261.00
1st Payment Date:	July 06, 2016	# of Payments:	8
Interest Rate:	2.500%	Payments per Year:	1 - Annual

#	Date	Principal	Interest	Payment	Balance
0	07/06/2015				\$76,261.00
1	07/06/2016	\$8,725.21	\$1,911.75	\$10,636.96	\$67,535.79
	2016 Totals:	\$8,725.21	\$1,911.75	\$10,636.96	
2	07/06/2017	\$8,948.57	\$1,688.39	\$10,636.96	\$58,587.22
	2017 Totals:	\$8,948.57	\$1,688.39	\$10,636.96	
3	07/06/2018	\$9,172.28	\$1,464.68	\$10,636.96	\$49,414.94
	2018 Totals:	\$9,172.28	\$1,464.68	\$10,636.96	
4	07/06/2019	\$9,401.59	\$1,235.37	\$10,636.96	\$40,013.35
	2019 Totals:	\$9,401.59	\$1,235.37	\$10,636.96	
5	07/06/2020	\$9,633.89	\$1,003.07	\$10,636.96	\$30,379.46
	2020 Totals:	\$9,633.89	\$1,003.07	\$10,636.96	
6	07/06/2021	\$9,877.47	\$759.49	\$10,636.96	\$20,501.99
	2021 Totals:	\$9,877.47	\$759.49	\$10,636.96	
7	07/06/2022	\$10,124.41	\$512.55	\$10,636.96	\$10,377.58
	2022 Totals:	\$10,124.41	\$512.55	\$10,636.96	
8	07/06/2023	\$10,377.52	\$259.44	\$10,636.96	\$0.06
	2023 Totals:	\$10,377.52	\$259.44	\$10,636.96	
	Grand Totals:	\$76,260.94	\$8,834.74	\$85,095.68	

WinLoan-32 v2014.7.0

RESOLUTION NO. ____

A RESOLUTION REPEALING THE PREVIOUS FINDING AS SET FORTH IN RESOLUTION NO. 691 THAT THE STRUCTURE LOCATED LOT SIXTEEN (16), BLOCK FOUR (4), J.C. CHESTNUT'S ADDITION TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; COMMONLY KNOWN AND REFERRED TO AS 812 SOUTH STREET, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING ACTION CONSISTENT WITH SUCH FINDING.

WHEREAS, the Governing Body did by Resolution No. 691 direct the owner of the structure located at Lot Sixteen (16), Block Four (4), J.C. Chestnut's Addition, in the City of Osawatomie, Miami County, Kansas commonly known as **812 South Street**, Osawatomie, Kansas to commence the repair or removal of said property within 30 days from the date of the publication of said resolution and to have the repair or removal completed within 90 days of the commencement; and

WHEREAS, the owner has subsequent to the adoption of said Resolution made satisfactory repairs to said property to the extent that Governing Body finds that said property is no longer abandoned, unsafe or dangerous.

WHEREAS, for the reason that the structure is no longer abandoned, unsafe or dangerous, the Governing Body has determined that it's prior directive as set forth in Resolution No. 691 should be repealed and held for naught.

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

1. The Governing Body hereby finds and determines that for good cause shown, the directive of the Governing Body that Resolution No. 691 and the directives set forth in said Resolution should be and are hereby repealed and held for naught.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official City paper and a copy mailed to the owners, agents, lienholders, occupants and other parties of interest.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 25th day of June, 2015, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 25, 2015

AGENDA ITEM: **Concessions Building Change Order and Final Payment**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On January 8, 2015, the City Council approved a contract with Wendt's Construction for \$120,000 construct the Concessions and Restroom Building at the sports complex. Mr. Wendt has completed the project and we have paid out \$90,000 of the contract based upon payment milestones in the contract. Staff has performed a walk-through of the facility and Mr. Wendt has turned over all documentation and the final bill.

Also, there have been some small change orders on the project throughout the last 5 months. Because of the small amount and this being a design build project, we decided to hold them until the end as they are all legitimate changes we knew about through the process. These changes total \$2,596 and have been approved by staff. A copy of the change order is attached.

COUNCIL ACTION NEEDED: Review change order #1 for \$2.596 and the final payout of the project.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed change order for payment, AND, accept the completion of the project and approve final payout.

STATEMENT, June 18, 2015

From: Wendt's Construction
36675 Osawatomie Rd.
Osawatomie, KS 66064
913.755.4495
913.731.5703 cell

To: City of Osawatomie
5th & Main
Osawatomie, KS 66064

4th and final payment due, Karl E. Cole Sports
Complex concession/restroom building \$ 30,000.00

Plus extra expenses:

Broken window	\$ 142.00
2" copper water line from turning building 180 degrees from what was planned	\$ 800.00
Difference between 3 compartment and 2 compartment sink	\$ 150.00
Stainless sink in kitchen--difference	\$ 65.00
Difference in tile from 1 sq. ft. to 2 sq. ft.	\$ 135.00
Roll down window cover, \$325 per window	\$ 650.00
Duct work and roof vent for bathroom exhaust	\$ 269.00
Brick	\$ 350.00
Doorstops	\$ 15.00
Bigger gutter downspouts	\$ 20.00

Extra Expenses Total \$ 2,596.00

Final Amount Due \$ 32,596.00



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 25, 2015

AGENDA ITEM: Recreation Interlocal Agreement with USD 367

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On January 22, the City Council approved a Memorandum of Understanding (MOU) between the City and School District to set the ground work for how the transition to a School-based Recreation Commission would occur. That document was provided to the School District, but was never adopted. However, it has been the backbone of crafting an inter-local agreement between the City and School for this transition and the leasing and use of facilities.

The enclosed document includes three major sections. The first are those that outline the agreement of the operation of the Sports Complex by the School District. The second is an agreement by the City to set utility rates for the School District. The final section regards the transferring of funds.

Sports Complex. The City will turn over all recreation program equipment in our possession and field maintenance equipment that is stored at the Sports Complex. The School would also take possession of all equipment inside of the concession stand. As part of the agreement, the School cannot make permanent improvements without the approval of the City. (As the City we will need to define when those items should come to the City Council). On the same hand, the City needs to seek input from the School on timing of any improvements so that we don't affect recreation programs.

Utility Rates. As an attempt to help offset the increased costs of utilities at the Sports Complex and increased usage at the O-Zone, we have included a reduction in utility rates for the School District. We couldn't do much with just charging the City rates at these facilities, so instead the agreement provides a reduction in the School's utility rates across the board, which equals about \$15,000 annually. The school will pay reduced demand rates where applicable and will pay the City rate on non-demand meters.

In discussions with Gary French, this reduction will help the school in their ability to fund payments for a new pool.

Transfer of Funds. The City will transfer to the Recreation Commission \$70,000 in 2015, less expenses incurred in the first six months for operations, to the School District. The expenses amount will be somewhere in the \$15,000 range, but those expenses haven't all been put together yet. Also, the City will transfer \$25,000 to the Recreation Commission as an operations balance. These transfers along with program fees represent the removal of recreation and related facilities operations from our budget. The School District will be responsible for levying funds for 2016 to operate the program and the City will entirely eliminate the mills roughly 3.5 mills levied to fund recreation through its budget.

STAFF RECOMMENDATION TO COUNCIL: Approve the inter-local agreement as presented. Should subsequent changes be requested by the School District, the Council will have to again approve an amended agreement at a later meeting.

INTER-LOCAL AGREEMENT

THIS Inter-local Agreement is entered into by and between the CITY OF OSAWATOMIE, KANSAS, hereinafter referred to as “the City”; and KANSAS UNIFIED SCHOOL DISTRICT 367, OSAWATOMIE KANSAS, hereinafter referred to as “the USD”.

WHEREAS, the City of Osawatomie has provided recreation services through a Recreation Commission or through its Park and Recreation Department since 1985; and

WHEREAS, the City, USD 367, and the community as a whole, believe that youth and adult recreation programs are an important facet of quality of life services for our, and any, community; and

WHEREAS, the parties believe that the through a cooperative arrangement for the use of City and USD 367 facilities that recreation programs can be more easily administered and offered through a new Recreation Commission that is attached to USD 367; and

WHEREAS, on April 7, 2015, voters of USD 367 approved a ballot initiative to authorize USD 367 to create a Recreation Commission to operate youth and adult recreation programs; and

WHEREAS, it is the mutual desire of the parties to put in writing their understanding of the specific cooperation necessary to bring about the transfer of programs and finances from the City to a Recreation Commission attached to USD 367;

WHEREAS, the USD intends to operate recreation programs through a contract with the new Osawatomie Recreation Commission;

WHEREAS, the USD and the City are authorized pursuant to the provisions of K.S.A. 12-2904 to enter interlocal agreements for the purpose of managing park and recreational programs and facilities;

NOW, THEREFORE, it is understood as follows:

1. **TERM.** The term of this agreement shall be indefinite but may be terminated by either party by giving written notice not later than six months prior to termination.
2. **ORGANIZATION.** The City did for many years operate a Recreation Commission as authorized by law. On the 7th day of April, 2015, the electorate of the USD authorized the creation of a Recreation Commission under the authority of K.S.A. 12-192. It is the intent of the parties for the City to transfer funds and certain equipment owned by the City and the previously existing recreation commission to the new recreation commission created by the USD. Additionally, the USD and the City each own certain public facilities that will be utilized by the newly created recreation commission for

the conduct of programs and activities to be created, promoted, managed and operated by the newly created commission.

3. PURPOSE. The purpose of this agreement is to transfer existing operation of the City operated Recreation Commission to a new Recreation Commission created by the USD as authorized by the electorate. The purpose of the agreement is also to permit the newly created Recreation Commission to use, operate and maintain certain recreational facilities and equipment, possibly through an agreement with the USD, that are now owned and will continue to be owned by the City.
4. MANNER OF FINANCING AND TRANSFER OF FUNDING: The City will transfer to the Recreation Commission the following:
 - a. A total of \$70,000 in calendar year 2015, less actual expenses for utilities, program staffing and operation, Sports Complex field maintenance, or other charges related to 2015 operating expenses incurred from January 1, 2015 until the execution of this agreement. The total will not be adjusted for any payout of unused vacation leave paid to the previous director upon his departure. The total will also not be adjusted for any capital purchases made from the Special Parks & Recreation Fund in 2015. The amounts will be transferred to the Recreation Commission in two transfers to be made as equally as possible, with the second transfer adjusted for any outstanding expenses that were not accounted for and adjusted in the first transfer. The first transfer is to occur within 14 days of the execution of this agreement or on August 1, whichever occurs first. The second transfer is to occur by October 15, 2015.
 - b. A total of \$25,000 as an operational balance, to be transferred within 14 days of the execution of this agreement or on August 1, whichever occurs first.
5. OPERATION OF SPORTS COMPLEX: Upon the execution of this agreement, the USD will be responsible for the operation and maintenance of the Karl E. Cole Sports Complex. Under this agreement, operation and maintenance shall mean:
 - a. The mowing, trimming and care of all grass within the facility.
 - b. The maintenance and operation of all structures on the property, including buildings or structures, fences, playing surfaces, dugouts, spectator seating, parking areas, drainage, or any other improvements made to the property by the mutual agreement of the City and the USD.

- c. The USD will be responsible for repair or replacement of any structures, buildings or equipment provided at the Sports Complex as part of this agreement. The USD will not be responsible for upgrading any permanent facilities at the Sports Complex, unless so desired by the USD or Recreation Commission at their expense and with the approval of the City.
- d. The USD will request approval from the City to make any upgrades to the facility which would add or permanently change buildings or structures, playing areas, seating, parking, drainage or any other infrastructure or utilities on the site. Approval shall not be required for any upgrades made from repairing or replacing damage to structures or facilities that are the result of simple replacement or repair, and where such upgrades would not normally require a building permit.
- e. Should the USD request the City to participate in any upgrades to the facility, the City should be given adequate notice to approve the changes and present such changes to the City Council. If such requests require the City to expend funds in excess of \$2,000 for capital improvements, all such requests must be submitted by June 1 of the previous year in which such improvements would be made so they may be considered for inclusion in the approved budget.
- f. The City shall provide adequate notice to the USD when making any permanent upgrades to the facility or considering construction projects at the facility. The City shall seek the input of the Recreation Commission and the USD when making such upgrades or changes to the facility.

6. INSURANCE:

- a. As the owner of the Cole Sports Complex and other facilities that may be utilized by the USD and the newly created recreation commission, the City will maintain insurance on the real property and structures located on City owned property against damage, catastrophic loss and liability. The USD will be required to maintain liability coverage on the property at the Sports Complex at least equal to the liability coverage held by USD 367 for its other public facilities. The City shall be named as additional insured on the USD's and Recreation Commission's insurance coverage for any coverage at the Cole Sports Complex.
- b. The USD will be required to maintain, on its own or through USD 367, liability coverage at least equal to the liability coverage held by USD 367 for its operation of recreation programs on its own property or the City's public

property. The City shall be named as additional insured on the USD's or Commission's insurance coverage for the operation of programs as long as City owned facilities are used to provide those programs.

7. USE OF OTHER CITY FACILITIES: The USD will be allowed to use the City Auditorium and any other park facilities, at no charge, subject to scheduling with the City for such programs. The City will not charge rent or ask for the reimbursement of the cost of utilities for the use of these facilities for normal, expected use. The USD will be provided limited keys to the City Auditorium, and shall not make additional keys unless authorized by the City. The USD shall keep an inventory of such keys and maintain a list of persons assigned such keys.
8. EQUIPMENT: The City will provide to the USD any and all sports equipment related to the operation of current recreation programs. The City will also provide all specific field preparation equipment to the USD for maintenance and preparation of the sports complex fields for softball, baseball and soccer programs. This will include all such equipment stored at the Sports Complex quonset hut as of the execution of this agreement. All equipment provided in the Sports Complex concession stand shall also become the property of the USD.
9. UTILITIES. The City agrees to create a specific electric rate for USD 367 properties. USD 367 will pay the city rate on all electric utilities, except in the cases where there is a demand meter. In those cases, the rates for the first two tiers of the demand rate shall be \$.004 less than the general rates for all other demand customers. These rates will apply to all meters for school owned properties and property leased under this agreement.
10. FINANCIAL ACCOUNTABILITY: For any year in which the City provides funds directly to the Recreation Commission through this inter-local agreement, the City shall be provided a copy of audit report and audited financial statements of the Commission upon receipt of the final audit.
11. TERMINATION. In the event that this agreement is terminated by either party, USD and City shall continue to own and operate their property, as authorized by law, individually and without regard to the provisions set forth in this agreement.
12. EFFECTIVE DATE: This inter-local agreement shall become effective on July 1, 2015, or as soon thereafter as this agreement is signed by the Mayor of the City and President of the USD as so authorized by the governing bodies of each party.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Interlocal Agreement on the date and year first written above.

CITY OF OSAWATOMIE, KANSAS

L. Mark Govea
Mayor

Date of Approval

USD 367

Dr. Jeffrey Dorsett
President of USD 367 BOE

Date of Approval

Approved as to form and
compatibility with the Laws of Kansas: _____
Kansas Attorney General

Date of Approval: _____



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 25, 2015

AGENDA ITEM: Revised Golf Course Contract

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: On January 29, the City Council approved a contract with Maxim Golf Solutions to serve as the general manager of the Osawatomie Golf Course. The course still remained under my management, but allowed for Maxim to make many of the day to day operations for the facility. Since that time, Maxim has completed the following:

- Employing the necessary staff within budget
- Creating formalized processes and documents for tournaments and memberships
- Brought in many new full-time members from the surrounding area
- Increased tournaments and tournament interest

However, after lengthy discussions with Bryan over the needs of the course, we both agreed that we are dealing with a “revenue problem” and not an “expenditure problem” at the course. Because Bryan is spending many hours at the complex just performing the day to day operations, we both feel emphasis on increasing revenue is not yet where we want it to be.

As a result, we have negotiated a new agreement which would allow the City to hire a full-time, salaried Clubhouse manager to take care of daily operations. Maxim would then be responsible for training and mentoring the new manager and also working to increase play and revenue at the course. Maxim would also continue in a consulting relationship with the City to help guide us in decision making on budgets, capital improvements, operating decisions, and so on. In order for this to work within the City’s budget, Maxim has agreed to reduce their fee by one-half, to \$1,250 per month. This savings will allow the City to increase the $\frac{3}{4}$ time position paid at \$10.00 per hour to one position to full-time, paid at \$13.00 per hour with benefits.

When we entered into this original agreement, we believed that we would eventually move to this type of arrangement. We just happen to have gotten here a little quicker than we thought.

Two other major changes have been made to this version of the contract. First, the incentive clause has been completely removed completely since the money was staying with the course. Second, the second year option has been removed. If we are to continue this contract, it will be through a new agreement.

COUNCIL ACTION NEEDED: Review and discuss. If approved, the contract would take effect July 1, 2015.

STAFF RECOMMENDATION TO COUNCIL: Approve the contract as presented.



Contract for Services Agreement

This agreement is made effective as of July 1st, 2015, by and between Maxim Golf Solutions, and the City of Osawatomie.

In this agreement, the party who is contracting to receive services shall be referred to as "Osawatomie", and the party who will be providing the services shall be referred to as "Maxim Golf".

Maxim Golf has a background in golf course management and consulting and is willing to provide services to Osawatomie based on this background.

Osawatomie desires to have services provided by Maxim Golf.

1. DESCRIPTION OF SERVICES. Beginning on July 1st, 2015, Maxim Golf will provide the following services (collectively, the "Services"):

- A. Oversight of all golf operations including but not restricted to: Golf shop operations, grounds maintenance, sales and marketing, staffing, purchasing, IT, reporting, tracking, and all other day to day functions.
- B. Assisting staff with the development of a business plan, service manual, annual comprehensive operating budget and 5-year Capital Improvement Plans.
- C. Attendance at all Osawatomie Golf Course Advisory Committee meetings and City Council meetings as required by the City Council or City Manager.
- D. Representation at Osawatomie community functions pertinent to the advancement of golf course performance.
- E. Collaboration of Maxim Golf relationships and products for the purpose of creating reciprocal agreements and other productive means of rounds and revenue growth.
- F. On-sight weekly to bi-weekly presence of Maxim Golf personnel for control, training, and daily performance of golf operation needs and functions.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Maxim Golf shall be determined by Maxim Golf in collaboration with Osawatomie. It is understood that Maxim Golf partners will spend on average one to two days on site every week for the first six weeks and at least one to two days on site every two weeks thereafter for the life of the contract. It is also understood that Osawatomie will rely on Maxim Golf partners to work as many hours as are reasonably necessary to fulfill Maxim Golf's obligations under this agreement.

3. PAYMENT. Osawatombie will pay a fee to Maxim Golf for the Services in the amount of \$1,250.00 (one thousand two hundred fifty dollars) per month. This payment shall be made to Maxim Golf on the first day of each month for services provided for the upcoming month.

4. EXPENSE REIMBURSEMENT. Osawatombie shall reimburse Maxim Golf for all approved expenses incurred by Maxim Golf for supplies, materials, and other goods and services provided to Osawatombie by Maxim Golf. Osawatombie City Manager shall determine what expenses are approved.

5. TERM/TERMINATION. This agreement shall be for a term of 7 (seven) months. This agreement shall terminate automatically after 7 (seven) months upon completion by Maxim Golf of services provided by this Agreement.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Maxim Golf is an independent contractor with respect to Osawatombie, and not an employee of Osawatombie. Osawatombie will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Maxim Golf.

7. DISCLOSURE. Maxim Golf is required to disclose any outside activities or interests, including ownership or participation in the development of any prior or future golf course operations that conflict or may conflict with the best interests of Osawatombie. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to: The day to day operations or long-term success and viability of the Osawatombie golf course.

8. EMPLOYEES/PARTNERS. Employees and Partners of Maxim Golf who perform services for Osawatombie under this Agreement shall also be bound by the provisions of this Agreement. At the request of Osawatombie, Maxim Golf shall provide adequate evidence that such persons are Maxim Golf's Employees or Partners.

9. INJURIES. Osawatombie acknowledges their obligation to obtain and maintain appropriate insurance coverage for the benefit of Osawatombie and Osawatombie's employees, if any. Osawatombie waives the right to recovery from Maxim Golf for any injuries or damages that Osawatombie or Osawatombie's employees may sustain or cause while performing services under this Agreement and that are a result of the negligence of Osawatombie or Osawatombie's employees.

10. INDEMNIFICATION. Maxim Golf agrees to indemnify and hold harmless Osawatombie from all claims, losses, expenses, fees including attorney fees, costs, or judgments that may be asserted against Maxim Golf that result from the acts or omissions of Maxim Golf, Maxim Golf's employees, if any, and Maxim Golf's agents.

Osawatombie agrees to indemnify and hold harmless Maxim Golf from all claims, losses, expenses, fees including attorney fees, costs, or judgments that may be asserted against Osawatombie that result from the acts or omissions of Osawatombie, Osawatombie's employees, if any, and Osawatombie's agents.

11. ASSIGNMENT. Osawatombie's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of Maxim Golf.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including “followers” or “friends” that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social median networks) used or created on behalf of Osawatomie are the property of Osawatomie.

13. CONFIDENTIALITY. Osawatomie recognizes that Maxim Golf has and will have the following information:

Osawatomie golf course financials, employment records, vendor account records, A/R and A/P records, lease agreement records, customer records, and all other proprietary records necessary for the operation of Osawatomie golf course (collectively, “Information”) which are valuable, special and unique assets of Osawatomie and need to be protected from improper disclosure. In consideration for the disclosure of the information, Maxim Golf agrees that Maxim Golf will not at any time or in any manner, either directly or indirectly, use any Information for Maxim Golf’s own benefit, or divulge, disclose, or communicate in any manner any Information to a third party without prior written consent of Osawatomie. Maxim Golf will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. NON-COMPETE AGREEMENT. Maxim Golf agrees and covenants that for the term of this Agreement and for a period of 7 (seven) months following the termination of this Agreement, whether the such termination is voluntary or involuntary, Maxim Golf will not directly or indirectly engage in any business competitive with Osawatomie without prior written consent by Osawatomie. This covenant shall apply to the geographical area of 25 (twenty-five) miles from Osawatomie. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such a business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Osawatomie for the benefit of a third party that is engaged in such business.

16. RETURN OF RECORDS. Upon termination of this Agreement, Maxim Golf shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Maxim Golf’s possession or under Maxim Golf’s control and that are Osawatomie’s property or relate to Osawatomie’s business.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable,

but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

21. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Kansas.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume.

23. ASSIGNMENT. Maxim Golf agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Maxim Golf with, or its merger into, any other corporation, or the sale by Maxim Golf of all or substantially all of its properties or assets, or the assignment by Maxim Golf of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall insure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

24. TERMINATION OF PREVIOUS AGREEMENTS. This agreement shall supersede all other agreements and between the City of Osawatomie and Maxim Golf Solutions.

24. SIGNATORIES. This Agreement shall be signed on behalf of Maxim Golf Solutions by Bryan Minnis, its Chief Executive Officer, and on behalf of the City of Osawatomie by L. Mark Govea, its Mayor, both of whom have been authorized by their respective entities to approve this Agreement. The Agreement shall be effective as of the date first above written.

City of Osawatomie

Maxim Golf Solutions

Mark L. Govea, Mayor

Brian Minnis, Chief Executive Officer



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 25, 2015

AGENDA ITEM: Police Car Purchases

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: I am requesting that the City Council approve the purchase of a two used 2010 Chevy Impala police cars for \$13,000 + \$1,000 in delivery charges. The cars are both white, police package, from the Tampa Bay, Florida area. One has 49,000 miles and comes with a Watchdog camera system. The other has 54,000 miles.

As you might remember, we purchased 3 used (2009-2010) Dodge Chargers in late 2012 and early 2013. Those vehicles ran around \$13,500 each and we do have problems with the first one we bought. It continues to be a maintenance headache. Chief Butters would like to try this route to add two vehicles to the fleet. At full staff, we are in need of additional vehicles during the day. This will give us a chance to evaluate Chargers vs. Impalas at a relative low risk. Then we will move forward in the future based upon our experience.

Of course, the staff would prefer to have new vehicles, but this option seems to be the best option to fit our current needs and help us plan for future purchases.

For 2015, we budgeted \$15,000 for Police vehicle purchases out of the CIP Fund. The cost to finalize equipment in each vehicle will come out of the Police Department's operating budget.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the expenditure.

Tokay Auto Remarketing & Leasing, Inc.

Invoice

381 Roberts Road
Oldsmar, FL 34677

Date	Invoice #
6/1/2015	23

Bill To
Osawatomie Police Department 509 5th Street PO Box 37 Osawatomie, KS

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	2010 Chevrolet Impala - White; VIN# 2G1WD5EM4A1205634; Mileage 49,744 - Vehicle comes with the following equipment: Watchguard Camera System, Liberty Lightbar, Whelen Siren & Speaker, Whelen Headlight & Taillight Flasher; Havis Console with Arm Rest, Cup Holder & 12Volt Plug and a ProGuard Cage.	7,000.00	7,000.00
1	Vehicle: 2010 Chevrolet Impala - White; VIN# 2G1WD5EM8A120555; Mileage 54,330; Vehicle comes with the following equipment: Havis Console with Armrest, Cup Holder and 12 Volt Plug, Whelen Siren & Speaker, ProGuard Cage, Headlight & Taillight Flasher, Dash Light, Star Rear Deck Light	6,000.00	6,000.00
Thank you for your business.		Total	\$13,000.00

RETAIL BUYERS ORDER

Tokay Auto Remarketing and Leasing Inc
6206 Old Ridge Road
Port Richey, FL 34668
727-647-0527

PURCHASER Osawatomie Police Department		PHONE: 913-755-2101	
ADDRESS	509 5 th Street , P.O. Box 37	CITY Osawatomie	STATE KS
ENTER MY OFFER FOR (ONE) YR.	2010	MAKE Chevrolet	MODEL Impala
			ZIP 66064
I.D. #	2G1WD5EM8A1205555	COLOR WHITE	MILEAGE 54,330

<p>WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied; including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.</p> <p>Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement and buyer understands and agrees that such vehicle, whether new or used, is sold "AS IS" and "WITH ALL FAULTS", except as specifically included this program and by reference made a part hereof.</p> <p><input type="checkbox"/> NEW CAR OR TRUCK LIMITED FACTORY WARRANTY</p> <p><input type="checkbox"/> BALANCE OF LIMITED FACTORY WARRANTY</p> <p><input type="checkbox"/> BUYER, HERewith, IF APPLICABLE, AUTHORIZES SELLER AND SAID LENDING INSTITUTIONS TO SECURE ANY AND ALL INFORMATION FROM ANY SOURCES TO DETERMINE CREDIT WORTHINESS OF BUYER.</p> <p style="text-align: center;">CONTRARY LANGUAGE DISCLOSURE</p> <p>The following applies to all vehicles sold as "DEMONSTRATOR" or "USED"</p> <p>The information you see on the window form (entitled "BUYER'S GUIDE) to this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale</p> <p>Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.</p> <p style="text-align: center;">WILL NOT PROVIDE ANY LOANER VEHILCE</p> <p>BUYER <input checked="" type="checkbox"/> I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 20%;">DRIVERS LICENSE</td> <td style="width: 20%;">DATE OF BIRTH</td> </tr> <tr> <td colspan="3">CO-BUYER</td> </tr> <tr> <td>BASE PRICE</td> <td colspan="2">\$ 6,000.00</td> </tr> <tr> <td>EXTENDED SERVICE</td> <td colspan="2">\$</td> </tr> <tr> <td>CREDIT LIFE</td> <td colspan="2">\$</td> </tr> <tr> <td>DISABILITY INS.</td> <td colspan="2">\$</td> </tr> <tr> <td>CREDIT REPORT</td> <td colspan="2">\$</td> </tr> <tr> <td>PROTECTION PACKAGE</td> <td colspan="2">SOUT</td> </tr> <tr> <td>DEALER INSTALL CHARGES</td> <td colspan="2">SOF</td> </tr> <tr> <td>ADD ON FEES</td> <td colspan="2">STATE</td> </tr> <tr> <td>ADMINISTRATION FEE</td> <td colspan="2">\$</td> </tr> <tr> <td>SINGLE INTEREST INSURANCE</td> <td colspan="2">\$</td> </tr> <tr> <td>DOC. STAMPS</td> <td colspan="2">\$</td> </tr> <tr> <td>TOTAL INCLUDING ACCESSORIES</td> <td colspan="2">\$</td> </tr> <tr> <td>LESS USED VEHILCE ALLOWANCE</td> <td colspan="2">\$</td> </tr> <tr> <td>CASH DIFFERENCE</td> <td colspan="2">\$</td> </tr> <tr> <td>DELIVERY/HANDLING FEES</td> <td colspan="2">\$0.00</td> </tr> <tr> <td>TAG AND TITLE</td> <td colspan="2">\$0.00</td> </tr> <tr> <td>PLUS SALES TAX</td> <td colspan="2">\$0.00</td> </tr> <tr> <td>PLUS USED VEHICLE BALANCE OWED</td> <td colspan="2">\$</td> </tr> <tr> <td>CASH BALANCE DUE</td> <td colspan="2">\$</td> </tr> <tr> <td>NON REFUNDABLE DEPOSIT/REBATE</td> <td colspan="2">\$</td> </tr> <tr> <td>CASH ON DELIVERY</td> <td colspan="2">\$</td> </tr> <tr> <td>TOTAL</td> <td colspan="2">\$6,000.00</td> </tr> <tr> <td>FINANCE CHARGE</td> <td colspan="2">\$</td> </tr> <tr> <td>UNPAID BALANCE OF CASH PRICE</td> <td colspan="2">\$</td> </tr> </table>	BUYER	DRIVERS LICENSE	DATE OF BIRTH	CO-BUYER			BASE PRICE	\$ 6,000.00		EXTENDED SERVICE	\$		CREDIT LIFE	\$		DISABILITY INS.	\$		CREDIT REPORT	\$		PROTECTION PACKAGE	SOUT		DEALER INSTALL CHARGES	SOF		ADD ON FEES	STATE		ADMINISTRATION FEE	\$		SINGLE INTEREST INSURANCE	\$		DOC. STAMPS	\$		TOTAL INCLUDING ACCESSORIES	\$		LESS USED VEHILCE ALLOWANCE	\$		CASH DIFFERENCE	\$		DELIVERY/HANDLING FEES	\$0.00		TAG AND TITLE	\$0.00		PLUS SALES TAX	\$0.00		PLUS USED VEHICLE BALANCE OWED	\$		CASH BALANCE DUE	\$		NON REFUNDABLE DEPOSIT/REBATE	\$		CASH ON DELIVERY	\$		TOTAL	\$6,000.00		FINANCE CHARGE	\$		UNPAID BALANCE OF CASH PRICE	\$	
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CIP SUMMARY

Category	Dept	Project Totals	Prior	2011	2012	2013	Total	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
			Project Actual	Actual	Actual	Actual	Prior Actual	Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
Facilities																						
	City Hall Complex	217,154	-	-	8,048	16,752	24,800	122,354	-	-	122,354	122,354	100,000	-	70,000	100,000	-	-	-	-	-	-
	Toursim/Public Use	55,385	-	12,620	-	-	12,620	10,000	2,765	-	-	-	-	-	20,000	100,000	20,000	-	-	-	-	-
	Public Safety	533,818	-	-	-	329,995	329,995	177,651	51,773	-	152,050	152,050	-	-	-	150,000	-	-	-	-	-	-
	Library	707,260	4,016	72,619	-	53,625	130,260	-	-	-	-	-	-	-	32,000	545,000	545,000	-	-	-	-	-
	Sports Complex & Pool	706,577	-	-	4,670	43,007	47,677	115,900	-	25,000	135,900	508,900	3,000,000	-	-	20,000	150,000	-	-	-	-	-
	Parks	278,398	-	-	-	18,398	18,398	-	-	20,000	-	-	-	20,000	83,000	-	60,000	-	22,000	-	20,000	75,000
	Lake	54,000	-	-	-	-	-	-	-	-	-	-	-	-	15,000	-	15,000	-	24,000	-	-	-
	Trail	345,000	-	-	-	-	-	-	-	25,000	-	-	250,000	-	275,000	-	70,000	-	-	-	-	-
	Public Works & Utilities	128,000	-	-	-	-	-	-	-	-	-	-	-	-	128,000	-	-	-	-	50,000	-	-
	Power Plant & Sub-Stations	412,417	-	-	-	255,514	255,514	21,522	16,903	168,000	-	35,000	3,535,000	-	35,000	8,035,000	35,000	35,000	35,000	-	-	-
	Water Plant	197,530	-	27,241	-	22,289	49,530	260,000	-	-	10,000	88,000	160,000	-	-	85,000	-	5,000,000	-	-	-	60,000
	Sewer Plant	2,454,425	-	-	-	301,209	301,209	1,021,887	869,331	1,179,500	148,555	107,384	20,000	1,176,500	1,176,500	-	-	-	-	-	-	-
	Golf Course	488,985	-	-	4,060	53,242	57,302	-	-	12,000	-	10,683	7,500	-	226,000	125,000	45,000	-	150,000	-	-	-
	Subtotal	\$ 6,578,949	\$ 4,016	\$ 112,480	\$ 16,778	\$ 1,094,031	\$ 1,227,305	\$ 1,729,314	\$ 940,773	\$ 1,429,500	\$ 568,859	\$ 1,024,371	\$ 7,072,500	\$ 1,196,500	\$ 2,060,500	\$ 9,160,000	\$ 940,000	\$ 5,035,000	\$ 231,000	\$ 50,000	\$ 20,000	\$ 135,000
Infrastructure																						
	Levees & Cemeteries	390,732	239,090	121,851	27,655	2,136	390,732	-	-	-	-	-	350,000	-	-	-	-	-	-	-	-	-
	Streets	6,948,113	-	949,077	90,644	71,367	1,111,088	83,142	33,986	1,570,000	-	1,473,039	1,020,000	-	1,745,000	50,000	295,000	900,000	1,145,000	900,000	1,145,000	-
	Electric Distribution	735,307	-	39,407	32,367	51,115	122,889	78,000	55,418	95,000	-	95,000	75,000	-	75,000	87,000	87,000	100,000	100,000	100,000	100,000	100,000
	Water	1,483,409	-	-	-	-	-	35,000	35,226	1,050,000	12,787	1,283,183	60,000	-	35,000	95,000	45,000	70,000	45,000	-	40,000	-
	Sewer	445,000	-	-	-	-	-	20,000	-	355,000	-	55,000	-	300,000	300,000	60,000	45,000	60,000	45,000	-	-	-
	Stormwater	642,000	-	-	-	-	-	-	-	335,000	-	35,000	-	300,000	347,000	-	260,000	-	-	-	-	-
	Subtotal	\$ 10,644,560	\$ 239,090	\$ 1,110,335	\$ 150,666	\$ 124,618	\$ 1,624,709	\$ 216,142	\$ 124,629	\$ 3,405,000	\$ 12,787	\$ 2,941,222	\$ 1,505,000	\$ 600,000	\$ 2,502,000	\$ 292,000	\$ 732,000	\$ 1,130,000	\$ 1,335,000	\$ 1,000,000	\$ 1,285,000	\$ 100,000
Technology																						
	City Hall	41,714	-	-	7,338	-	7,338	2,000	3,022	3,000	-	11,354	44,000	-	4,000	54,000	4,000	4,000	4,000	4,000	4,000	4,000
	Public Safety	48,285	-	6,485	-	-	6,485	4,000	-	4,000	-	-	4,000	-	41,800	-	-	4,000	-	4,000	-	-
	Public Works & Utilities	28,715	-	-	-	-	-	-	11,315	-	-	-	-	-	17,400	-	-	-	-	-	-	-
	Subtotal	\$ 118,714	\$ -	\$ 6,485	\$ 7,338	\$ -	\$ 13,823	\$ 6,000	\$ 14,337	\$ 7,000	\$ -	\$ 11,354	\$ 48,000	\$ -	\$ 63,200	\$ 54,000	\$ 4,000	\$ 8,000	\$ 4,000	\$ 8,000	\$ 4,000	\$ 4,000
Equipment																						
	City Hall	19,169	-	305	-	728	1,033	12,000	9,136	16,000	-	9,000	14,000	-	-	14,000	-	14,000	-	14,000	-	-
	Public Safety	56,366	-	6,485	60	210	6,755	11,068	10,711	12,000	-	-	22,000	-	29,500	12,000	2,200	2,000	2,300	3,000	2,400	2,500
	Library	12,573	-	-	-	10,662	-	4,000	12,573	3,000	-	-	3,000	-	-	3,000	-	3,000	-	3,000	-	-
	Parks	193,206	-	-	20,229	15,890	36,119	9,000	16,553	19,000	-	78,349	30,500	-	19,637	23,500	10,637	8,500	10,637	-	10,637	10,637
	Golf Course	83,888	-	-	-	-	-	-	-	-	-	40,000	103,224	-	43,888	27,000	-	-	-	-	-	-
	Streets	321,312	-	-	-	-	-	7,400	79,007	25,480	-	41,345	55,000	-	118,480	50,000	82,480	-	-	-	-	-
	Electric	87,161	-	-	25,966	13,195	39,161	6,000	6,000	6,000	-	6,000	6,000	-	6,000	35,000	-	-	-	-	30,000	-
	Water & Sewer	86,130	-	-	-	4,295	4,295	25,000	11,835	30,000	-	-	126,000	-	-	30,000	-	30,000	-	30,000	-	70,000
	Subtotal	\$ 859,805	\$ -	\$ 6,790	\$ 46,255	\$ 44,980	\$ 87,363	\$ 74,468	\$ 145,815	\$ 111,480	\$ -	\$ 174,694	\$ 359,724	\$ -	\$ 217,505	\$ 194,500	\$ 95,317	\$ 57,500	\$ 12,937	\$ 50,000	\$ 43,037	\$ 83,137
Vehicles																						
	City Hall	144,009	-	-	8,250	-	8,250	30,000	30,759	15,000	-	15,000	30,000	-	30,000	-	-	30,000	30,000	-	-	30,000
	Public Safety	115,200	-	-	13,200	27,000	40,200	-	-	15,000	-	15,000	450,000	-	-	30,000	30,000	-	-	30,000	30,000	-
	Parks	45,000	-	-	-	-	-	-	-	20,000	-	4,000	-	-	-	15,000	-	-	-	-	17,000	24,000
	Streets & Cemeteries	241,521	-	17,506	-	-	17,506	-	-	-	-	5,015	30,000	-	30,000	32,000	32,000	-	27,000	-	-	130,000
	Electric Distribution	271,122	-	161,122	-	-	161,122	-	-	-	-	-	45,000	-	45,000	35,000	35,000	-	-	-	30,000	-
	Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Water	40,000	-	-	-	-	-	-	-	-	-	-	-	-	40,000	50,000	-	-	-	-	-	-
	Sewer	32,000	-	-	-	-	-	-	-	-	-	-	15,000	-	15,000	-	-	-	17,000	-	-	-
	Golf Course	15,000	-	-	-	-	-	-	-	-	-	15,000	-	-	-	-	-	-	-	-	-	-
	Subtotal	\$ 903,852	\$ -	\$ 178,628	\$ 21,450	\$ 27,000	\$ 227,078	\$ 30,000	\$ 30,759	\$ 50,000	\$ -	\$ 54,015	\$ 570,000	\$ -	\$ 160,000	\$ 162,000	\$ 97,000	\$ 30,000	\$ 74,000	\$ 30,000	\$ 77,000	\$ 184,000
TOTAL		\$ 19,090,880	\$ 243,106	\$ 1,414,718	\$ 242,487	\$ 1,290,629	\$ 3,180,278	\$ 2,055,924	\$ 1,256,313	\$ 5,002,980	\$ 581,646	\$ 4,190,656	\$ 9,555,224	\$ 1,796,500	\$ 5,003,205	\$ 9,862,500	\$ 1,868,317	\$ 6,260,500	\$ 1,656,937	\$ 1,138,000	\$ 1,429,037	\$ 506,137

CIP - FACILITIES

Description	Dept	Funding Source	Project Total	Prior Project Actual	2011 Actual	2012 Actual	2013 Actual	Total Prior Actual	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020	
									Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate	Request
City Hall Complex																								
Mold Abatement	Admin	CI-Gen	19,392			2,640	16,752	19,392																
Boiler-Radiator Repairs	Admin	CI-Gen	75,408			5,408		5,408								70,000								
Renovate Old Police Station into Council/Court Room	Admin	Debt	122,354					-	122,354	-		122,354	122,354											
Repair City Hall Building - Inside	Admin	CI-Gen	-					-						100,000										
Repair City Hall Building - Outside	Admin	CI-Gen	-					-									100,000							
Subtotal			\$ 217,154	\$ -	\$ -	\$ 8,048	\$ 16,752	\$ 24,800	\$ 122,354	\$ -	\$ -	\$ 122,354	\$ 122,354	\$ 100,000	\$ -	\$ 70,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Toursim/Public Use																								
Roof Replacement - Old Stone Church	Tourism	CI-Gen	12,620		12,620			12,620																
Repair Garage at Cabin	Tourism	General	2,765					-	10,000	2,765			-											
Renovate Memorial Hall - Exterior	Tourism	CI-Gen	20,000					-								20,000	100,000							
Renovate Memorial Hall - Interior	Tourism	CI-Gen	20,000					-										20,000						
Subtotal			\$ 55,385	\$ -	\$ 12,620	\$ -	\$ -	\$ 12,620	\$ 10,000	\$ 2,765	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 100,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Public Safety																								
New Police Station	Police	Debt																						
Building, Property, Renovation, Parking			459,216				318,785	318,785	126,861	20,431	-	120,000	120,000											
Furniture			11,770				11,210	11,210	8,790	560	-	-	-											
Technology (Phones, Surveillance, Data Reloc)			44,624					-	42,000	12,574	-	32,050	32,050											
Temporary Note Expenses			18,208					-	-	18,208	-	-	-											
New Fire Station - Renovate Electric Building	Fire	Debt	-					-									150,000							
Subtotal			\$ 533,818	\$ -	\$ -	\$ -	\$ 329,995	\$ 329,995	\$ 177,651	\$ 51,773	\$ -	\$ 152,050	\$ 152,050	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Library																								
Library Improvements - Phase 1	Library	CDBG/Lib	75,648	4,016	71,632			75,648																
General Repairs	Library	General	987		987			987																
Basement Improvements	Library	Library	10,753				10,753	10,753																
Fix Settlement on SE Corner	Library	CI-Gen/Lib	42,872				42,872	42,872																
Library Parking Lot	Library	Library	25,000					-								25,000								
Library Improvements - Phase 2	Library	CDBG/Lib	545,000					-									545,000	545,000						
Light Replcement	Library	Library	6,000					-								6,000								
Sump Pump Backup Battery	Library	Library	1,000					-								1,000								
Subtotal			\$ 707,260	\$ 4,016	\$ 72,619	\$ -	\$ 53,625	\$ 130,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ 545,000	\$ 545,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Sports Complex & Pool																								
Pool - Swimming Pool Replacement	Prop	Bonds/Tax	4,670			4,670		4,670						3,000,000										
Complex - Improvements - Playground	Prop	CI-Gen/Grant	43,007				43,007	43,007																
Complex - Replace BR & Concession Stand Buildings	Prop	LP/Grant	135,900					-	115,900			135,900	135,900											
Complex - Irrigation System	Prop	CI-Gen	-					-			25,000	-	-											
Complex - Drainage, Canopy, Sidewalks	Prop	CI-Gen	100,000					-					100,000											
Complex - Bleachers, Courts, Shade	Prop	CDBG	273,000					-					273,000											
Complex - Pave Parking Lot	Prop	CI-Gen	150,000					-					-				20,000	150,000						
Subtotal			\$ 706,577	\$ -	\$ -	\$ 4,670	\$ 43,007	\$ 47,677	\$ 115,900	\$ -	\$ 25,000	\$ 135,900	\$ 508,900	\$ 3,000,000	\$ -	\$ -	\$ 20,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Parks																								
JB Park - New Mulch	Prop	SP&R	12,298			12,298		12,298																
JB Park - Bathroom Roof Replacement	Prop	SP&R	6,100			6,100		6,100																
JB Park - Bench, Trashcans, Shelter Upgrades/Bridges	Prop	CI-Gen	20,000					-			20,000	-	-			20,000								
JB Park - Replace Pipe Under Concert Area	Prop	CI-Gen	20,000					-								20,000								
JB Park - Replace Curb & Gut - 10th St. & Cabin Loop	Prop	CI-Gen	40,000					-								40,000								
JB Park - ADA Ramp for Shelter House	Prop	CI-Gen	3,000					-								3,000								
JB Park - Replace 10th Street Bridge	Prop	CI-Gen	30,000					-										30,000						
JB Park - Replace Parker Avenue Bridge	Prop	CI-Gen	30,000					-										30,000						
JB Park - Realign Creeks & Const Energy Disipators	Prop	CI-Gen	10,000					-											10,000					
JB Park - Construct New Restrooms	Prop	CI-Gen	12,000					-											12,000					
JB Park - Construct Pavilion North of Playground	Prop	CI-Gen	20,000					-													20,000			
Develop East Side Park	Prop	CI-Gen	75,000					-														75,000		
Subtotal			\$ 278,398	\$ -	\$ -	\$ -	\$ 18,398	\$ 18,398	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ 83,000	\$ -	\$ 60,000	\$ -	\$ 22,000	\$ -	\$ 20,000	\$ 75,000	

CIP - FACILITIES

Description	Dept	Funding Source	Project Total	Prior Project Actual	2011 Actual	2012 Actual	2013 Actual	Total Prior Actual	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
									Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
Lake																							
City Lake - Replace Fishing Dock	Prop	CI-Gen	5,000					-								5,000							
City Lake - Construct Earthen Fishing Weirs	Prop	CI-Gen	5,000					-								5,000							
City Lake - Remove Horse Arena, Const Campground	Prop	CI-Gen	5,000					-								5,000							
City Lake - Replace Playground Equipment	Prop	CI-Gen	15,000					-									15,000						
City Lake - Construct Restrooms on E Side of Lake	Prop	CI-Gen	12,000					-											12,000				
City Lake - Construct Restrooms on W Side of Lake	Prop	CI-Gen	12,000					-											12,000				
Subtotal			\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 24,000	\$ -	\$ -	\$ -
Trail																							
Trail - Improvements	Prop	CI-Gen/Grant	275,000					-			25,000			250,000		275,000							
Trail - Construct Trailhead Parking and Road	Prop	CI-Gen	70,000					-									70,000						
Subtotal			\$ 345,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 275,000	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	
Public Works & Utilities - Buildings & Workshops																							
Shop, Storage, Office Addition to Exist PW Shop	DPWU	SPLIT	120,000					-								120,000							
Salt Storage Structure	DPWU	General	8,000					-								8,000							
Workshop for Parks & Recreation	Prop	CI-Gen	-					-												50,000			
Subtotal			\$ 128,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	
Power Plant & Sub-Stations																							
RICE Conversion	Elec	CI-Gen	242,036			242,036	242,036	-															
Upgrade Meters on Switchgear	Elec	CI-Gen	30,381			13,478	13,478	-	21,522	16,903													
Substation Breaker Replacement - Plant	Elec	Electric	140,000					-			35,000		35,000	35,000		35,000	35,000	35,000	35,000	35,000			
Replace/Repair Water Plant Breaker	Elec	Electric	-					-			40,000												
New Generation	Elec	Electric/Debt	-					-			48,000						8,000,000						
Clean/Test Generators & Switchgear	Elec	Electric	-					-			45,000												
Substation Replacement & New Electric Shop	Elec	Debt	-					-						3,500,000									
Subtotal			\$ 412,417	\$ -	\$ -	\$ -	\$ 255,514	\$ 255,514	\$ 21,522	\$ 16,903	\$ 168,000	\$ -	\$ 35,000	\$ 3,535,000	\$ -	\$ 35,000	\$ 8,035,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ -	\$ -	
Water Plant																							
Replace Chlorine Tank	Water	Water	49,530		27,241		22,289	49,530															
Repair Basin	Water	Water	-					-	250,000														
UltraSonic Level Indicator for Clearwell	Water	Water	10,000					-	10,000			10,000											
Intake Water Meter	Water	Water	18,000					-					18,000										
Clean Sludge Lagoon	Water	Water	120,000					-					60,000				60,000					60,000	
Replace Filter Media	Water	Loan/Water	-					-						50,000									
Autmation and Alarms at Plant and Towers	Water	Loan/Water	-					-						50,000									
Replace #1 High Service Pump	Water	Loan/Water	-					-						40,000									
Replace/Add Filter Back Wash Pump	Water	Loan/Water	-					-						20,000									
Clean & Dredge Intake	Water	Water	-					-									25,000						
Expand Water Treatment Plant to 6MGD	Water	Debt	-					-										5,000,000					
Subtotal			\$ 197,530	\$ -	\$ 27,241	\$ -	\$ 22,289	\$ 49,530	\$ 260,000	\$ -	\$ -	\$ 10,000	\$ 88,000	\$ 160,000	\$ -	\$ -	\$ 85,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	
Sewer Plant																							
Upgrade Alarms at Lift Stations	Sewer	Sewer	-					-						20,000									
Plant Upgrade - Phase I - Headworks & Sludge Press	Sewer	SRLF/Sew	1,274,925			301,209	301,209	-	1,017,887	869,331	-	148,555	104,384										
Sludge Truck Repairs	Sewer	Sewer	-					-	4,000														
Maintenance - Replace 1 decanter arm drive	Sewer	Sewer	3,000					-			3,000		3,000										
Plant Upgrade - Phase II - UV Replacement	Sewer	SRLF	476,500					-			476,500				476,500	476,500							
Plant Upgrade - Phase III - Optimization	Sewer	SRLF	700,000					-			700,000				700,000	700,000							
Subtotal			\$ 2,454,425	\$ -	\$ -	\$ -	\$ 301,209	\$ 301,209	\$ 1,021,887	\$ 869,331	\$ 1,179,500	\$ 148,555	\$ 107,384	\$ 20,000	\$ 1,176,500	\$ 1,176,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

CIP - FACILITIES

Description	Dept	Funding Source	Project Total	Prior	2011	2012	2013	Total	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
				Project Actual	Actual	Actual	Actual	Prior Actual	Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
Golf Course																							
Golf Course Repairs from Storm and Drought	Golf	CI-Gen	14,560			4,060	10,500	14,560															
Zoysia on Fairways	Golf	Industrial	42,742				42,742	42,742															
On-Course Bathroom/Shelter	Golf	CI-Gen	-					-			12,000		-										
Clubhouse - Counter, Ceiling, Floor Upgrade	Golf	CI-Gen	10,683					-					10,683										
Bentgrass Sod on #3 & #4 Greens	Golf	Golf	15,000					-						2,500				15,000					
Level / Sand Cap Tee Boxes / Reseed	Golf	Golf	3,500					-						5,000									
Cart Path Upgrades	Golf	Debt?	175,000					-												150,000			
Drainage Along 9-12-13-14	Golf	CI-Gen	30,000					-															
Clubhouse - Kitchen Upgrade	Golf	CI-Gen	28,500					-															
Clubhouse - Bathroom Remodel	Golf	Golf	1,500					-															
Clubhouse - Deck Upgrades	Golf	Golf	2,000					-															
On Course Shelter; Bathrooms; Irrigation Controls	Golf	CI-Gen	32,500					-															
Cart Storage Pad & Permanent Tent	Golf	CI-Gen	75,000					-															
Zoysia Tee Box Expansion	Golf	CI-Gen	8,000					-															
Irrigation Addition to Range	Golf	CI-Gen	20,000					-															
Maintenance Facility Upgrades	Golf	CI-Gen	30,000					-										125,000		30,000			
Subtotal			\$ 488,985	\$ -	\$ -	\$ 4,060	\$ 53,242	\$ 57,302	\$ -	\$ -	\$ 12,000	\$ -	\$ 10,683	\$ 7,500	\$ -	\$ 226,000	\$ 125,000	\$ 45,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -
TOTAL			\$ 6,578,949	\$ 4,016	\$ 112,480	\$ 16,778	\$ 1,094,031	\$ 1,227,305	\$ 1,729,314	\$ 940,773	\$ 1,429,500	\$ 568,859	\$ 1,024,371	\$ 7,072,500	\$ 1,196,500	\$ 2,060,500	\$ 9,160,000	\$ 940,000	\$ 5,035,000	\$ 231,000	\$ 50,000	\$ 20,000	\$ 135,000

CIP - INFRASTRUCTURE

Description	Dept	Funding Source	Total Project	Prior Project Actual	2011 Actual	2012 Actual	2013 Actual	Total Prior Actual	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
									Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
Levees & Cemeteries																							
Levee Certification - Planning & Inspection	Prop	CIP/GF	384,931	239,090	119,709	26,132		384,931															
New Section in Cemetery	Prop	Gen/CI-G	5,801		2,142	1,523	2,136	5,801															
Levee Certification - Construction	Prop	Debt	-					-						350,000									
Subtotal			\$ 390,732	\$ 239,090	\$ 121,851	\$ 27,655	\$ 2,136	\$ 390,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets																							
Brown & Pacific Replacement	Streets	CDBG/Loan	1,039,721		949,077	90,644		1,039,721															
Chip Seal Program	Streets	Street Fund	1,058,225				58,225	58,225	70,000							250,000	250,000		250,000			250,000	
LMI Survey - for Main Street Project	Streets	CI-Gen	13,142				13,142	13,142	13,142														
Reconstruct Main Street from 1st to 5th	Streets	CDBG/Loan	1,437,025					-		33,986	1,500,000		1,403,039										
Unassigned Street Replacement	Streets	Street Fund	150,000					-			50,000		50,000	50,000		25,000	50,000	25,000	50,000	25,000	50,000	25,000	
West Lake Road - Rip up, Rock, Double Chip-Seal	Streets	CI-Gen	20,000					-			20,000		20,000	20,000									
Overlay/Replace Main Street from 7th to 12th	Streets	CDBG/Loan	950,000					-						950,000									
Unassigned Sidewalk Construction/Replacement	Streets		80,000					-								20,000	20,000		20,000			20,000	
Pacific - 1st to East/ Oscar - Mill to Pacific	Streets	Debt	500,000					-								500,000							
Brown from 16th to 18th, 18th from Brown to Main	Streets	CDBG/Loan	850,000					-											850,000	850,000			
8th from Main to Pacific & 9th from Main to Pacific	Streets	CDBG/Loan	850,000					-												850,000	850,000		
Subtotal			\$ 6,948,113	\$ -	\$ 949,077	\$ 90,644	\$ 71,367	\$ 1,111,088	\$ 83,142	\$ 33,986	\$ 1,570,000	\$ -	\$ 1,473,039	\$ 1,020,000	\$ -	\$ 1,745,000	\$ 50,000	\$ 295,000	\$ 900,000	\$ 1,145,000	\$ 900,000	\$ 1,145,000	\$ -
Electric Distribution																							
Poles	Elec	Electric	122,525		8,189	7,962	8,103	24,254	15,000	8,271	15,000		15,000	15,000		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Transformers	Elec	Electric	157,596		11,145	4,828	11,245	27,218	20,000	10,378	20,000		20,000	20,000		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Wire	Elec	Electric	229,938		20,073	19,577	21,647	61,297	25,000	18,641	25,000		25,000	25,000		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Power Line Replacement			-					-															
Between Main and Main Terrace from 16 to 18 (under)	Elec	Electric	10,120				10,120	10,120															
Between Main st. Terr and Brown from 16 to 18 (under)	Elec	Electric	18,127					-	18,000	18,127													
Between Main st. and Parker from 16 to 18 (under)	Elec	Electric	35,000					-			35,000		35,000										
Between Main and Parker from 5th to 7th (over)	Elec	Electric	15,000					-						15,000		15,000							
Replace poles, insu.& crossarms 34.5k E of town	Elec	Electric	27,000					-									27,000	27,000					
Upgrade Distribution System - Start Changing Feeders	Elec	Debt	120,000					-											40,000	40,000	40,000	40,000	40,000
Subtotal			\$ 735,307	\$ -	\$ 39,407	\$ 32,367	\$ 51,115	\$ 122,889	\$ 78,000	\$ 55,418	\$ 95,000	\$ -	\$ 95,000	\$ 75,000	\$ -	\$ 75,000	\$ 87,000	\$ 87,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Water																							
Finish 8-in Loop on 11th & Walnut	Water	Water	-					-	2,000														
Replace Main on 3rd & Walnut	Water	Water	13,013					-	18,000	13,013													
Replace Water Main Valves	Water	Water	-					-	15,000		15,000						15,000		10,000				
Water Main on Main Street from 1st to 5th, 7th to 12th	Water	Loan/USDA	1,273,183					-			1,000,000		1,273,183										
Replace Main on 5th Street	Water	Water	32,213					-		22,213	35,000	12,787	10,000										
Replace Main on 4th Street	Water	Water	40,000					-						40,000									40,000
Water Main on Reed - 3rd to 5th	Water	Water	35,000					-						20,000		35,000	20,000						
Water Main on Main St. - 14th to 16th St.	Water	Loan/Wtr	45,000					-									60,000	45,000					
Water Main on Main St. - 16th to 18th St.	Water	Loan/Wtr	45,000					-											60,000	45,000			
Subtotal			\$ 1,483,409	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,226	\$ 1,050,000	\$ 12,787	\$ 1,283,183	\$ 60,000	\$ -	\$ 35,000	\$ 95,000	\$ 45,000	\$ 70,000	\$ 45,000	\$ -	\$ 40,000	\$ -
Sewer																							
Replace Sewer Line - Shady Lane to Lift Station	Sewer	Sewer	20,000					-	20,000		20,000		20,000										
Replace Sewer Line - 15th Street to 15th Terrace	Sewer	Sewer	35,000					-			35,000		35,000										
Replace West Lift Station	Sewer	Debt	300,000					-			300,000								300,000	300,000			
Subtotal			\$ 445,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 355,000	\$ -	\$ 55,000	\$ -	\$ 300,000	\$ 300,000	\$ 60,000	\$ 45,000	\$ 60,000	\$ 45,000	\$ -	\$ -	\$ -
Stormwater																							
Drainage Study	DPWU	General	15,000					-								15,000							
West Parker Ave	DPWU	General	20,000					-								20,000							
4th Street Ditch - Lincoln to Carr	DPWU	General	12,000					-								12,000							
13th St. Ditch - Parker to Pacific	DPWU	General	200,000					-										200,000					
East Side Ditch - 3rd to 4th Street	DPWU	General	60,000					-										60,000					
Subtotal			\$ 642,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000	\$ -	\$ 35,000	\$ -	\$ 300,000	\$ 347,000	\$ -	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 10,219,560	\$ 239,090	\$ 1,110,335	\$ 150,666	\$ 124,618	\$ 1,624,709	\$ 216,142	\$ 124,629	\$ 3,070,000	\$ 12,787	\$ 2,906,222	\$ 1,505,000	\$ 300,000	\$ 2,202,000	\$ 232,000	\$ 687,000	\$ 1,070,000	\$ 1,290,000	\$ 1,000,000	\$ 1,285,000	\$ 100,000

CIP - TECHNOLOGY

Description	Dept	Funding Source	Total Project	Prior Project Actual	2011 Actual	2012 Actual	2013 Actual	Total Prior Actual	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
									Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
City Hall																							
Workstation Replacement/Upgrades	Admin	General	30,338			7,338		7,338	2,000		3,000		3,000	4,000		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Upgrade to VOIP Telephone System	ALL	SPLIT	8,376					-	-	3,022			5,354										
Court Only Software	Court	General	3,000					-					3,000										
Upgrade Finance Software/Court Module	Admin	General	-					-						30,000			50,000						
Replace/Expand File Server	Admin	General	-					-						10,000									
Subtotal			\$ 41,714	\$ -	\$ -	\$ 7,338	\$ -	\$ 7,338	\$ 2,000	\$ 3,022	\$ 3,000	\$ -	\$ 11,354	\$ 44,000	\$ -	\$ 4,000	\$ 54,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Public Safety																							
Workstation Replacement/Upgrades (Requested)	Police	General	6,485		6,485			6,485	4,000		4,000			4,000					4,000		4,000		
New RMS (\$13k annual operating cost)	Police	General	25,000					-								25,000							
Digital Tickets (\$500/month)	Police	General	6,000					-								6,000							
Dispatch Computer	Police	General	1,800					-								1,800							
Tablets (15 @ \$600 each)	Police	General	9,000					-								9,000							
Subtotal			\$ 48,285	\$ -	\$ 6,485	\$ -	\$ -	\$ 6,485	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000	\$ -	\$ 41,800	\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -
Public Works & Utilities																							
Microstation	DPWU	Split	7,916					-		7,916													
GIS Software	DPWU	Split	15,000					-								15,000							
Computer Equip & Software	Prop	General	1,421					-		1,421													
Purchase 3 Tablet	St/Prop	General	600					-								600							
Meter System Upgrade/Replacement	DPWU	Elec/Wat	-					-															
Computer Equipment & Software	Elec	Elec	1,979					-		1,979													
Purchase 1 Tablet	Elec	Elec	1,200					-								1,200							
Purchase 1 Tablet	Water	Water	600					-								600							
Subtotal			\$ 28,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 118,714	\$ -	\$ 6,485	\$ 7,338	\$ -	\$ 13,823	\$ 6,000	\$ 14,337	\$ 7,000	\$ -	\$ 11,354	\$ 48,000	\$ -	\$ 63,200	\$ 54,000	\$ 4,000	\$ 8,000	\$ 4,000	\$ 8,000	\$ 4,000	\$ 4,000

CIP - EQUIPMENT

Description	Dept	Funding Source	Total Project	Prior				Total Prior Actual	2014 Revised	2014 Actual	2015 Approved	2014-15 Carry Over	2015 Revised	2016 Estimate	2015-16 Carry Over	2016 Request	2017 Estimate	2017 Request	2018 Estimate	2018 Request	2019 Estimate	2019 Request	2020 Request
				Project Actual	2011 Actual	2012 Actual	2013 Actual																
City Hall																							
General Equipment	Admin	General	16,715		305		390	695	10,000	7,020	15,000		9,000	13,000			13,000		13,000		13,000		
General Equipment	Court	General	1,301				338	338	1,000	963							1,000		1,000		1,000		
General Equipment	Cabin	General	-					-	1,000		1,000						1,000		1,000		1,000		
General Equipment	Code	General	1,153					-		1,153													
Subtotal			\$ 19,169	\$ -	\$ 305	\$ -	\$ 728	\$ 1,033	\$ 12,000	\$ 9,136	\$ 16,000	\$ -	\$ 9,000	\$ 14,000	\$ -	\$ -	\$ 14,000	\$ -	\$ 14,000	\$ -	\$ 14,000	\$ -	
Public Safety																							
General Equipment/Office Furniture	Police	General	9,897		6,485	60	210	6,755	2,000	3,142	2,000			2,000			2,000		2,000		3,000		
Equipment and Gear	Fire	PS/CI-Gen	7,568					-	9,068	7,568	10,000						10,000		10,000				
Replace Handguns (approx. 20)	Police	General	-					-															
Tasers	Police	General	4,700					-															
Surveillance Equipment	Police	General	7,000					-															
Ballistic Vest Replacement (3 per year)	Police	General	11,500					-															
Power Washer	Police	General	300					-															
Uniforms (\$3k)	Police	General	3,000					-															
Personal Recorders (16)	Police	General	8,000					-															
Body Cameras (16)	Police	General	1,600					-															
Flashlights & Gun Lights (16)	Police	General	2,800					-															
Subtotal			\$ 56,366	\$ -	\$ 6,485	\$ 60	\$ 210	\$ 6,755	\$ 11,068	\$ 10,711	\$ 12,000	\$ -	\$ -	\$ 22,000	\$ -	\$ 29,500	\$ 12,000	\$ 2,200	\$ 2,000	\$ 2,300	\$ 3,000	\$ 2,400	\$ 2,500
Library																							
General Equipment	Lib	Library	3,346				7,965			3,346													
General Equipment	Lib	General	9,226				2,697		4,000	9,226	3,000			3,000			3,000		3,000		3,000		
Subtotal			\$ 12,573	\$ -	\$ -	\$ -	\$ 10,662	\$ -	\$ 4,000	\$ 12,573	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	
Parks & Property																							
Swimming Pool Safety Equipment	Prop	General	10,230			10,230		10,230															
Mower Replacement	Prop	SP&R	44,238		9,999	15,890	25,889				19,000		18,349	30,500			23,500		8,500				
Replace Gator	Prop	SP&R	9,000					-	9,000														
Purchase Mosquito Fogger	Streets	CI-Gen	9,534					-		9,534													
Purchase Tent	Prop	CI-Gen	7,019					-		7,019													
Crawler Video Camera for Pipe Inspection	Prop	Levee	45,000					-					45,000										
Camera Levee Outlets	Prop	Levee	15,000					-					15,000										
Lease Purchase Tractor-Mower	Prop	LP-Levee	53,185					-							10,637		10,637		10,637		10,637	10,637	
Subtotal			\$ 193,206	\$ -	\$ -	\$ 20,229	\$ 15,890	\$ 36,119	\$ 9,000	\$ 16,553	\$ 19,000	\$ -	\$ 78,349	\$ 30,500	\$ -	\$ 19,637	\$ 23,500	\$ 10,637	\$ 8,500	\$ 10,637	\$ -	\$ 10,637	\$ 10,637
Golf Course																							
Range Picker and Beverage Cart	Golf	Golf	2,500					-					2,500										
Purchase Fairway Mower (2011 TORO RM5510)	Golf	CI-Gen	16,000					-					16,000	43,245									
Replace Greensmower (2011 TORO GR3150)	Golf	CI-Gen	13,000					-					13,000	28,091									
Purchase Utility Vehicle (2011 Workman HDX)	Golf	CI-Gen	8,500					-					8,500										
Replace Dakota Topdresser	Golf	Golf	13,888					-						13,888		13,888							
Golf Cart Fleet Expansion (6-10)	Golf	Golf	30,000					-						18,000		30,000							
Purchase New 15' Pull Behind Finish Mower	Golf	Golf	-					-									15,000						
Purchase New Rotary Trim Mower	Golf	Golf	-					-									12,000						
Subtotal			\$ 83,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 103,224	\$ -	\$ 43,888	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	

CIP - EQUIPMENT

Description	Dept	Funding Source	Total Project	Prior	2011	2012	2013	Total	2014	2014	2015	2014-15	2015	2016	2015-16	2016	2017	2017	2018	2018	2019	2019	2020
				Project Actual	Actual	Actual	Actual	Prior Actual	Revised	Actual	Approved	Carry Over	Revised	Estimate	Carry Over	Request	Estimate	Request	Estimate	Request	Estimate	Request	Estimate
Streets																							
Purchase Metal Curb & Sidewalk Forms	Streets	Street	-					-	5,000				-										
Replace Walk Behind Saw	Streets	Street	-					-	2,400				-										
Lease Trac Loader	DPWU	SPLIT	21,000					-		7,000			7,000			7,000							
Office Furniture & Equipment	Streets	CI-Gen	1,500					-		1,500													
Operational/Construction Equipment	Streets	CI-Gen	1,099					-		1,099													
Snow Plow	DPWU	Streets	6,153					-		6,153													
Replace Crack Seal Machine	Streets	Street	37,775					-		37,775				15,000									
Lease Payment Street Sweeper	Streets	LP-Street	101,920					-		25,480	25,480		25,480			25,480		25,480					
Skid Steer Lease	DPWU	Split	14,000					-					7,000			7,000							
Purchase Bucket for Skid Steer Loader	DPWU	Split	1,865					-					1,865										
Skid Steer Loader for all Departments	DPWU	SPLIT	-					-					-		30,000								
Purchase Small Used Asphalt Paver	Streets	General	-					-					-	10,000									
Purchase Curb Roller Screed	Streets	CI-Gen	2,000					-					-			2,000							
Purchase Dozer Blade for Bobcat	Streets	CI-Gen	7,000					-					-			7,000							
Replace Case 580L Backhoe	Streets	CI-Gen	70,000					-					-			70,000							
Replace Motorgrader with small used unit	Streets	CI-Gen	50,000					-					-				50,000	50,000					
Purchase Broom Attachment for Bobcat	Streets	CI-Gen	7,000					-					-					7,000					
Replace Air Compressor	Streets	CI-Gen	-					-					-										
Replace Roller Compactor	Streets	CI-Gen	-					-					-										
Replace Elgin Street Sweeper	Streets	CI-Gen	-					-					-										
Subtotal			\$ 321,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,400	\$ 79,007	\$ 25,480	\$ -	\$ 41,345	\$ 55,000	\$ -	\$ 118,480	\$ 50,000	\$ 82,480	\$ -	\$ -	\$ -	\$ -	\$ -
Electric																							
Skid-steer Trencher	Elec	Electric	25,966		25,966			25,966															
Dump Trailer	Elec	Electric	7,195			7,195		7,195															
Lease Mini Excavator	Elec	Electric	24,000			6,000		6,000	6,000	6,000			6,000	6,000		6,000							
Replace 1992 Chipper Unit	Elec	Electric	-					-					-				35,000						
Replace Trencher	Elec	Electric	30,000																			30,000	
Replace Dump Trailer	Elec	Electric	-					-					-										
Subtotal			\$ 87,161	\$ -	\$ -	\$ 25,966	\$ 13,195	\$ 39,161	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Water & Sewer																							
Enclosed Tool Trailer for Water/Sewer	Water	Water	4,295			4,295		4,295															
Water Plant Equipment	Water	Water	-					-	10,000		10,000			10,000			10,000		10,000			10,000	
Water Distribution Equipment	Water	Water	9,350					-	10,000	9,350	10,000			10,000			10,000		10,000			10,000	
Sewer Plant Equipment	Sewer	Sewer	2,485					-	5,000	2,485	10,000			10,000			10,000		10,000			10,000	
New Mower at Sewer Plant	Sewer	Sewer	-					-					-				11,000						
Replace 580M Backhoe	Water	W/WW	70,000					-					-			85,000							70,000
Subtotal			\$ 86,130	\$ -	\$ -	\$ -	\$ 4,295	\$ 4,295	\$ 25,000	\$ 11,835	\$ 30,000	\$ -	\$ -	\$ 126,000	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 70,000
TOTAL			\$ 859,805	\$ -	\$ 6,790	\$ 46,255	\$ 44,980	\$ 87,363	\$ 74,468	\$ 145,815	\$ 111,480	\$ -	\$ 174,694	\$ 359,724	\$ -	\$ 217,505	\$ 194,500	\$ 95,317	\$ 57,500	\$ 12,937	\$ 50,000	\$ 43,037	\$ 83,137

CIP - VEHICLES

Project Number	Description	Dept	Funding Source	Total Project	Prior				Total														
					Project Actual	2011 Actual	2012 Actual	2013 Actual	Prior Actual	2014 Revised	2014 Actual	2015 Approved	2014-15 Carry Over	2015 Revised	2016 Estimate	2015-16 Carry Over	2016 Request	2017 Estimate	2017 Request	2018 Estimate	2018 Request	2019 Estimate	2019 Request
City Hall																							
	Purchase used pickups	Admin	CI-Gen	144,009			8,250		8,250	30,000	30,759	15,000		15,000	30,000		30,000			30,000	30,000		30,000
	Subtotal			\$ 144,009	\$ -	\$ -	\$ 8,250	\$ -	\$ 8,250	\$ 30,000	\$ 30,759	\$ 15,000	\$ -	\$ 15,000	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 30,000
Public Safety																							
	Replace Patrol Units (\$30k Every 2 years)	Police	CI-Gen	115,200			13,200	27,000	40,200			15,000		15,000			30,000	30,000			30,000	30,000	
	New Pumper Truck	Fire	LP	-					-						450,000								
	Subtotal			\$ 115,200	\$ -	\$ -	\$ 13,200	\$ 27,000	\$ 40,200	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ 450,000	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000
Parks																							
	New Trailer Truck for Mowing Crews	Property	CI-Gen	4,000					-			20,000		4,000									
	Replace 2000 Ford Ranger	Property	CI-Gen	17,000					-								15,000					17,000	
	Replace 2006 Ford F-150	Property	CI-Gen	24,000					-														24,000
	Subtotal			\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 4,000	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ 24,000
Streets & Cemeteries																							
	New Supervisors Truck	Streets	St Imp	17,506		17,506			17,506														
	Trailer for Skid Steer	DPWU	Split	5,015					-					5,015									
	Replace Inmate Super. 2001 Truck 4dr/4wd 1 ton	Cemetery	CI-Gen	30,000					-						30,000		30,000						
	Replace Street Fore Pickup/Transfer Plow & Spreader	Streets	CI-Gen	32,000					-								32,000	32,000					
	Replace 1998 GMC 2500			27,000					-											27,000			
	Replace 1990 Chevrolet Kodiak Tandem-axle Dump			100,000					-														100,000
	Replace 2005 Ford F-350			30,000					-														30,000
	Subtotal			\$ 241,521	\$ -	\$ 17,506	\$ -	\$ -	\$ 17,506	\$ -	\$ -	\$ -	\$ -	\$ 5,015	\$ 30,000	\$ -	\$ 30,000	\$ 32,000	\$ 32,000	\$ -	\$ 27,000	\$ -	\$ 130,000
Electric Distribution																							
	Digger Truck	Electric	Electric	161,122		161,122			161,122														
	Replace 1987 Chipper Truck	Electric	Electric	45,000					-						45,000		45,000						
	Replace 1998 3/4 Ton Utility Pickup	Electric	Electric	35,000					-								35,000	35,000					
	Replace 2002 Ford F-350			30,000					-														30,000
	Subtotal			\$ 271,122	\$ -	\$ 161,122	\$ -	\$ -	\$ 161,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ 30,000
Water																							
	Replace 2002 Ford F-350 Service Truck	Water	Water	40,000					-								40,000	50,000					
	Subtotal			\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer																							
	Replace Plant Truck	Sewer	Sewer	15,000					-						15,000		15,000						
	Replace 2001 Ford Ranger			17,000					-											17,000			
	Subtotal			\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 17,000	\$ -	\$ -
Golf Course																							
	Work Truck	Golf	CIP-Gen	15,000					-					15,000									
	Subtotal			\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL				\$ 871,852	\$ -	\$ 178,628	\$ 21,450	\$ 27,000	\$ 227,078	\$ 30,000	\$ 30,759	\$ 50,000	\$ -	\$ 39,015	\$ 570,000	\$ -	\$ 160,000	\$ 162,000	\$ 97,000	\$ 30,000	\$ 57,000	\$ 30,000	\$ 77,000



MEMORANDUM

To: Mayor and City Council

From: Don Cawby, City Manager

Re: **Projects & Issues Update**

Date: June 25, 2015

Projects

Condemnation Demolition. Condemnation demolition is complete. We will have our staff come back in and knock down any weeds or trees on the properties and get them shaped up. We ran into a couple of hiccups, but our contractor worked with us to keep the projects within budget and get them done. We will not pay the contractor until we receive their weight tickets from the demolition waste.

Swimming Pool. We have been talking with the school district concerning the construction of a new pool. We will need to coordinate the demolition of the old pool with the contractor to see what can be done to keep the project on schedule. It may end up being a better solution to just work a contract with the school's contractor, to get it done as fast as possible and to their specifications. Right now, depending on the ability to dump locally, that cost may be around \$30,000 to \$35,000.

To speed the process along, we had an asbestos inspection performed today and the preliminary results are that only the roof will need to be taken to a C&D landfill. We will await the final report to know for sure.

We also have contacted Dick Allenbrand with Allenbrand-Drews to survey the property and divide out the section to from about 10 feet to the west of the old tennis court and everything to the west. The fee will be included in our calculation of recreation related expenses for the year, so it will end up being paid for by the school.

Issues

Memorial Hall Piano. We no longer have a use for the piano in Memorial Hall and it really just takes up valuable space. We had talked about trying to donate it to someone, but I believe that it was originally donated in connection with the Pickers and Fiddlers that meet there. I would

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: May 2015	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	661,399.00		221,176.07	440,222.93
Codes Enforcement	130,862.00		34,698.04	96,163.96
Police	950,918.00		370,544.82	580,373.18
John Brown Cabin	38,049.00		13,860.49	24,188.51
Public Works	243,618.00		79,331.74	164,286.26
Swimming Pool	-		89.90	(89.90)
Properties & Maintenance	315,692.00		79,252.69	236,439.31
Fire	62,050.00		22,715.24	39,334.76
Municipal Court	143,324.00		47,200.72	96,123.28
Levees & Storm Water	14,030.00		3,711.30	10,318.70
Library	147,974.00	656.71	51,137.01	97,493.70
TOTAL	2,707,916.00	656.71	923,718.02	1,784,854.69
WATER				
Administration	331,147.00		70,309.11	260,837.89
Water Treatment	386,559.00		142,044.67	244,514.33
Water Distribution	263,742.00		118,966.76	144,775.24
TOTAL	981,448.00	-	331,320.54	650,127.46
ELECTRIC				
Administration	1,173,789.00		432,959.33	740,829.67
Electric Production	2,492,626.00		807,744.55	1,684,881.45
Elect Transmission	558,026.00		173,338.83	384,687.17
TOTAL	4,224,441.00	-	1,414,042.71	2,810,398.29
EMPLOYMENT BENEFIT	752,580.00	61,196.65	431,235.58	382,541.07
REFUSE	396,700.00		148,137.52	248,562.48
LIBRARY	106,394.00		2,608.79	103,785.21
RECREATION	4,268.00		3,390.05	877.95
RURAL FIRE	60,000.00		33,211.88	26,788.12
INDUSTRIAL	71,463.00		8,979.22	62,483.78
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	159,813.00		35,987.70	123,825.30
ST IMPROVEMENT	157,980.00		13,626.47	144,353.53
BOND & INTEREST	766,705.00		67,052.50	699,652.50
PUBLIC SAFETY EQUIP.	3,704.00		-	3,704.00
FIRE INS PROCEEDS	-		-	-
SEWER	997,099.00		303,128.56	693,970.44
REC EMP BENEFITS	672.00		436.94	235.06
GOLF COURSE	270,362.00	-	183,926.12	86,435.88
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	76,550.00	-	10,899.70	65,650.30
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	279,900.00		267,296.64	12,603.36
CAPITAL IMP. - STREET	1,365,979.00		21,882.94	1,344,096.06
CAPITAL IMP - SEWER	102,682.00	2,392.50	97,682.62	7,391.88
CAPITAL IMP - GRANTS	252,050.00		37,303.25	214,746.75
CAFETERIA 125 #50	52,500.00		17,524.13	34,975.87
COURT ADSAP #51	-		-	-
COURT BONDS #52	-		1,300.00	(1,300.00)
FOREITURES #53	-		300.00	(300.00)
OLD STONE CHURCH #54	-		-	-
PAY PAL #55	-		-	-
GRAND TOTAL	13,791,206.00	64,245.86	4,354,991.88	9,500,459.98

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: May 2015	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 5/31/2015
GENERAL OPERATING	234,071.92	1,089,720.34	923,061.31	400,730.95		400,730.95
WATER	122,292.04	341,884.26	331,320.54	132,855.76		132,855.76
ELECTRIC	622,115.36	1,529,728.62	1,414,042.71	737,801.27		737,801.27
EMPLOYEE BENEFIT	107,698.44	344,515.21	370,038.93	82,174.72		82,174.72
REFUSE	19,986.28	165,073.69	148,137.52	36,922.45		36,922.45
LIBRARY	102,054.01	9,205.87	2,608.79	108,651.09		108,651.09
RECREATION	3,267.99	122.06	3,390.05	-		-
RURAL FIRE	3,391.81	23,799.43	33,211.88	(6,020.64)		(6,020.64)
INDUSTRIAL	49,980.48	19,547.98	8,979.22	60,549.24		60,549.24
REVOLVING LOAN	72,758.43	473.25	-	73,231.68		73,231.68
SPECIAL PARKS & REC	90,821.54	22,357.45	35,987.70	77,191.29		77,191.29
STREET IMPROVEMENTS	127,185.86	58,598.65	13,626.47	172,158.04		172,158.04
BOND & INTEREST	119,631.91	284,574.37	67,052.50	337,153.78		337,153.78
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	351,985.81	303,128.56	406,266.56		406,266.56
RECREATION BENEFIT	421.66	15.28	436.94	0.00		0.00
GOLF COURSE	6,362.09	211,622.02	183,926.12	34,057.99		34,057.99
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	25,564.38	28,776.72	10,899.70	43,441.40		43,441.40
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	227,418.52	32,092.00	267,296.64	(7,786.12)		(7,786.12)
CAPITAL IMP. - STREETS	65,978.61	909,123.05	21,882.94	953,218.72		953,218.72
CAPITAL IMP - SEWER	(139,871.62)	232,876.99	95,290.12	(2,284.75)		(2,284.75)
CAPITAL IMP - GRANTS	252,049.88	6,033.28	37,303.25	220,779.91		220,779.91
CAPITAL IMP - WATER	-	1,210,000.00	-	1,210,000.00		1,210,000.00
CAFETERIA 125 # 50	26,578.57	10,551.01	17,524.13	19,605.45		19,605.45
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	7,249.54	3,662.00	1,300.00	9,611.54		9,611.54
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	6,886,468.70	4,290,746.02	5,135,292.03	-	5,135,292.03

CASH TRANSACTIONS REPORT

YEAR: THROUGH MAY
City of Osawatomie

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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	234,071.92	1,144,919.69	978,260.66	400,730.95
02-000-100.101	CASH & INVESTMENTS	122,292.04	346,409.52	335,845.80	132,855.76
03-000-100.101	CASH & INVESTMENTS	622,115.36	1,583,685.10	1,467,999.19	737,801.27
04-000-100.101	CASH & INVESTMENTS	107,698.44	405,711.87	431,235.59	82,174.72
05-000-100.101	CASH & INVESTMENTS	19,986.28	165,073.69	148,137.52	36,922.45
06-000-100.101	CASH & INVESTMENTS	102,054.01	9,205.87	2,608.79	108,651.09
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	23,799.43	33,211.88	-6,020.64
09-000-100.101	CASH & INVESTMENTS	49,980.48	19,547.98	8,979.22	60,549.24
10-000-100.101	CASH & INVESTMENTS	72,758.43	473.25	0.00	73,231.68
11-000-100.101	CASH & INVESTMENTS	90,821.54	33,317.33	46,947.58	77,191.29
12-000-100.101	CASH & INVESTMENTS	127,185.86	62,594.72	17,622.54	172,158.04
13-000-100.101	CASH & INVESTMENTS	119,631.91	284,574.37	67,052.50	337,153.78
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	357,708.19	308,850.94	406,266.56
17-000-100.101	CASH & INVESTMENTS	421.66	15.28	436.94	0.00
18-000-100.101	CASH & INVESTMENTS	6,362.09	214,728.51	187,032.61	34,057.99
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	28,841.72	10,964.70	43,441.40
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	33,053.17	268,257.81	-7,786.12
25-000-100.101	CASH & INVESTMENTS	65,978.61	909,123.05	21,882.94	953,218.72
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	6,285.11	37,555.08	220,779.91
28-000-100.101	CASH & INVESTMENTS	0.00	1,210,000.00	0.00	1,210,000.00
30-000-100.101	CASH & INVESTMENTS	0.00	2,507,604.77	2,507,604.77	0.00
50-000-100.101	CASH & INVESTMENTS	26,578.57	10,551.01	17,524.13	19,605.45
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	3,662.00	1,300.00	9,611.54
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	9,596,502.18	7,000,779.50	5,135,292.03
Total for 100.101		2,539,569.35	9,596,502.18	7,000,779.50	5,135,292.03
Grand Totals:		2,539,569.35	9,596,502.18	7,000,779.50	5,135,292.03

suggest that we offer the piano to that group for use or donation as they see fit. If the Council has any issues with that approach, please let me know as soon as possible.

Rotary Fundraiser at Fireworks. The Rotary Club/Foundation has asked to do a “boot block” at the entrances to the lake on the evening of the fireworks. I have approved them to do so. They will ask for donations that will be used for the shelterhouse project and at the same time hand out some information on our fireworks rules, info on a supper special at the Golf Course, info on the lake project, and letting people know about the simulcasting of music on KWJP with the fireworks. They plan to be there from around 5 to 9 PM.

Upcoming Meetings/Dates

July 4	City Fireworks at Osawatomie Lake
July 9	City Council Meeting
July 16	Possible Special Budget Workshop
July 23	City Council Meeting