

OSAWATOMIE CITY COUNCIL
REVISED AGENDA

August 14, 2014

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Norlita Kaul – First Presbyterian Church
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
 - A. Approve August 14 Agenda
 - B. Approve Minutes of July 10 and July 17 Council Meetings
 - C. Approve Appropriation Ordinance 2014-7
 - D. Approve WWTP Improvements Project Pay App 2
6. Presentations; Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
 - A. Norlita Kaul – First Presbyterian Church
7. Public Hearing – None
8. Unfinished Business
 - A. Waste Water Treatment Plant Project – Change Order No. 1
9. New Business
 - A. Appointments – None
 - B. Accept Councilmember Cristina Ramirez’s Resignation
 - C. 2015 Main Street Improvements Project – Brian Kingsley
 - D. 2015 Main Street Improvements Engineering Agreement with BG Consultants
 - E. WWTP Optimization and West Lift Station Projects**
 - F. WWTP Optimization Engineering Agreement with BG Consultants, Addendum 4**
 - G. West Lift Station Engineering Agreement with BG Consultants, Addendum 5**
 - H. Ordinance Designating Main Trafficways and Trafficway Connectors
 - I. Ordinance Authorizing Issuance of Bonds for Street Improvements – Main, 1st–5th
 - J. Resolution Authorizing the Issuance of Temporary Notes
 - K. Approve Purchase of Vehicles**
10. Council Reports
11. Mayor’s Report
12. City Manager’s Report
13. Executive Session(s)
14. Other Discussion/Motions
15. Adjournment

REGULAR MEETING – August 28, 2014

REGULAR MEETING – September 11, 2014

Osawatomie, Kansas. **July 10, 2014.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel, Ramirez, and Walmann. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Briggs Baltzell, Brad Baltzell, Pastor Debra Huss & Pat Huss, Elizabeth Trigg and Colleen Truelson.

INVOCATION. Pastor Debra Huss, Let There Be Light Fellowship.

CONSENT AGENDA. Approval of July 10 Agenda, approval of the minutes of June 12 and June 26 Council Meetings, approval of Appropriation Ordinance 2014-5 and approval of WWTP Improvements Project Pay App 1. Motion made by LaDuex, seconded by Hunter to approve the Consent Agenda with amendments to the minutes. Yeas: All.

Presentations, Comments from the Public:

Pastor Debra Huss said their church began in Lane, KS in 2001 and they built the church at their current location in 2005. They do outreach in the community. They have youth groups and a men's and a women's ministry group. They have done outreach in prison and also some mission work.

City Manger Cawby introduced Andy Haney and his wife Sharon. He has been serving as the City's Public Works Director since June 2. Haney was the Public Works Director at Ottawa and retired recently with 25 years of municipal service.

Boy Scout Briggs Bartzell is working toward the rank of Eagle Scout. His project is to create a reading garden south of the Library in their vacant lot. He has worked with Library Director Elizabeth Trigg. It would be about 30 feet by 30 feet edged with railroad ties and have a mulch surface. There will be two benches and a shade tree. Motion made by Walmann, seconded by LaDuex to accept his Eagle Scout project and give him permission to move forward. Yeas: All.

Public Hearings: none

Unfinished Business: none

New Business:

APPOINTMENTS – ASSIGNMENT OF LIBRARY BOARD TERMS.

At the previous meeting two individuals were appointed to serve full terms on the Library Board. If appointing them to full terms wasn't possible, it would be brought back to the Council. Motion made by Maichel, seconded by LaDuex for Lisa DeLeon's term to expire in 2015 and Gus Hart's in 2016. Yeas: All.

FIDUCIARY ENGAGEMENT AGREEMENT WITH FINANCIAL ADVISOR GEORGE K. BAUM & CO. David Arteberry explained that the temporary notes for the new Police Station and the City Hall renovation were being rolled over to next year before the issuance of the GO bonds. The advisory fees are 1% of the principal amount of the notes. Motion made by LaDuex, seconded by Hunter authorizing the signing of the Fiduciary Engagement Agreement with George K. Baum and amending the principal amount from \$590,000 to \$615,000 to cover costs of issuance and interest due. Yeas: All.

RESOLUTION AUTHORIZING THE SALE OF RENEWAL TEMPORARY NOTES FOR THE NEW POLICE STATION. The temporary notes are in the principal amount of approximately \$615,000. Motion made by LaDuex, seconded by Maichel to authorize the issue up to another \$100,000 of temporary notes to cover the design of Main Street, subject to the appropriate legal authorization Yeas: All. The Resolution was assigned No. 683.

POSSIBLE BUDGET WORK SESSION. Additional work sessions will be held July 17 and July 31. The budget hearing notice will be published August 6 with the hearing held the second meeting of the month on August 28.

Council Reports:

Ramirez: Ward 2 will be having their ice cream social July 20 in the park's shelter house.

LaDuex: Ward 3 held their ice cream social June 29 at the Anna January Park. It was very well attended.

Hunter: Enjoyed the City's 4th of July display at the Lake. Dan Macek, again, was the pyro technician assisted by the same volunteers. Received a letter from Amy Neussen against the misuse of fireworks. Ward 1 will have their social July 12 in the railroad museum's courtyard.

Maichel: Ward 3 held their ice cream social July 3 with about 90 people attending. Went to a Girl Scouts award ceremony. She received an award from Girl Scout Troop #886 thanking her for being a positive role model.

Mayor's Report:

Attended the presentation of KDOC business of the month awarded to three businesses in Osawatomie. They recipients were Donna & Viola's Shirts, Mi Lady's Hair Salon, and Life Care Center of Osawatomie.

City Manager's Report:

Projects: none

Issues: none

EXECUTIVE SESSION – ACQUISITION OF REAL PROPERTY. At 7:26 p.m. motion was made by LaDuex, seconded by Hunter, to recess into executive session for the purpose of discussion of acquisition measures, with City Manager Cawby, City Attorney Wetzler, and City Clerk Elmquist present; and that the Council will reconvene the open meeting in this room at 7:32 p.m. Yeas: All. Meeting reconvened at 7:35 p.m. No action taken.

Motion made by LaDuex, seconded by Hunter to approve the City Manager to negotiate with the Union Pacific. Yeas: All.

OTHER DISCUSSION/MOTIONS: none

Motion made at 7:45 by Hunter, seconded by Dickinson to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatomie, Kansas, **July 17, 2014**. The Special Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. **The purpose of the meeting was: 2015 Budget Workshop.** Council members present were Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel, Rodriquez and Walmann. Also present was City Manager Cawby. There were no visitors.

BUDGET WORK SESSION. City Manager Cawby presented preliminary 2015 budget projections for the City's utility funds.

Motion made at 8:31 p.m. by Hunter, seconded by Maichel to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Record of Ordinances

ORDINANCE NO. 2014-07

DATE WARRANTS ISSUED:
July 31, 2014

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

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

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

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
KMEA	Nearman Electricity	1488	42,222.58
KMEA	WAPA Hydro Electricity	1489	10,946.20
KMEA	SPA Hydro Electricity	1490	2,488.91
KMEA	GRDA Electricity	1491	118,141.67
City of Paola	Pool Passes	44005	375.00
Void	44006-44012		-
Tommy Callahan	Baseball Official	44013	50.00
CenturyLink	Services	44014	2,360.82
CenturyLink	Services	44015	317.24
Coleman Equipment, Inc.	Relay, Fuel Tank, Lift Shafts	44016	892.56
Evco Wholesale Food Corp.	Gatorade, Hot Dogs, Straws	44017	552.02
Fastenal	18V Hammer/Impact Driver	44018	281.24
Richard Fisher Jr, LLC	Attorney Fees	44019	1,075.00
William Fisher	WWI Presentation	44020	300.00
Jennifer Haefele	Contractual for Library	44021	250.00
Hanes Florist & Greenhouse	Pageant Flowers, Balloons	44022	106.50
Kyle Hendrickson	Baseball Official	44023	50.00
Nathan Hodges	Baseball Official	44024	160.00
Home Depot	Pond Pump, Work Light, Driver	44025	409.17
Inland Truck Parts	Combo Gold Seal	44026	72.84
Jackson Welding	U Bolts	44027	193.60
John Deere Landscapes	Turface Gamesaver, Herbicide	44028	598.21
KABA	Legion Entry Fees	44029	300.00
Kansas Dept. of Commerce	JTC Oil Lease-Aug 2014	44030	1,000.00
Kansas One Call	Locates	44031	64.80
Logan Contractors Supply, Inc.	Diamond Grid Fence, Marking Paint	44032	276.38
Lybarger Oil, Inc.	Propane	44033	3,113.00
Travis Marsh	Baseball Official	44034	240.00
Kelcey Medina	Baseball Official	44035	70.00
Miami County Fire Dist. #1	Emergency Reporting	44036	103.50
Miami Lumber, Inc.	Lumber, Wood Glue, Fence, Plastic	44037	748.84
Deric Moore	Mowing of Delinquent Properties	44038	255.00
Drew Needham	Baseball Official	44039	140.00
NEKLS	Computers, Flash Drive, Thermal Rolls	44040	1,685.54
New Century Dodge	Water Pump, Wheel Nut	44041	284.00
Douglas North	Baseball Official	44042	100.00
Olathe Winwater Works	Pipe	44043	36.00
Paola American Legion Baseball	Baseball Official	44044	300.00
Paving Maintenance Supply, Inc.	Polyflex	44045	2,477.75
Quill.com	Printer, Ink, Staples, Markers	44046	997.81

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
John Rayl	Baseball Official	44047	50.00
Trenton Riley	Baseball Official	44048	130.00
Rural Water District #1	Services	44049	294.75
Suddenlink	Internet	44050	269.80
Larissa Thompson	Baseball Official	44051	22.50
UPS Store	Badges	44052	51.15
USA Blue Book	Buffers, Electrode Cleaner	44053	103.96
Wade Quarries	Gravel	44054	304.17
Jenna Wendt	Baseball Official	44055	180.00
John Wendt	Baseball Official	44056	157.50
City of Osawatomie	Petty Cash Reimbursement	1492	1,832.05
Pomona Recreation	Recreation Tournament	44057	300.00
Apparatus Services, LLC	2 Pump Tests, Repair Plumbing Leak	44058	791.70
Applied Maintenance & Supplies	Screwdriver, Curved Jaw Channel locks	44059	66.47
AT&T	RTU'S	44060	221.96
Baker & Taylor	Books	44061	183.02
Beachner Grain, Inc.	Surfactant	44062	64.48
Bollings Bargain	Bungee Cords	44063	5.70
Spencer Booe	Baseball Official	44064	162.50
Chief State Boiler Inspector	Boiler Certification	44065	60.00
City of Osawatomie	Utilities	44066	14,747.30
Ditch Witch Sales, Inc.	Bolts	44067	29.85
Donna & Viola's Shirts	T Shirts, Patches	44068	989.50
Elliott Insurance	Added Ice Machine	44069	25.00
EMG, Inc.	Energy Consulting	44070	1,428.40
Entersect	Police Online	44071	79.00
Family Center	Trimmers, Water Seal, Screwdrivers	44072	1,980.40
Galls, LLC	Unity Spotlight Bracket Kit	44073	39.94
Gerken Rental	Propane, Banquet Tables	44074	655.20
Grainger	Circuit Breaker	44075	988.20
Jennifer Haeefe	Contractual For Library	44076	160.00
Jerry's Sports Center	Ammo	44077	236.40
John Deere Financial	Gasket, Thermostat, Regulator	44078	116.61
Kansas City Wilbert	Grave Openings	44079	2,050.00
Kansas Municipal Utilities	3rd Qtr. Dues	44080	2,292.00
Kansas State Treasurer	Training Funds	44081	670.00
Kelcon Technologies, Inc.	Install Office 2013	44082	135.00
Courtney Kilbourn	Baseball Official	44083	60.00
L&K Services	Refuse, Tire Pick Up	44084	36,262.84
Lybarger Oil	Fuel	44085	8,890.65
Travis Marsh	Baseball Official	44086	130.00
Martin Pringle Attorneys At Law	Municipal Matters, City Prosecutor	44087	6,288.82
Kelccey Medina	Baseball Official	44088	30.00
Midland Contractors, Inc.	WWTP Imp. - Application #1	44089	36,957.10
Midway Ford Truck Center	Park Cont Valve	44090	34.68

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Moon's IGA	Cleaning Supplies, Pop, Chips	44091	604.20
Robert Neal	Baseball Official	44092	140.00
Drew Needham	Baseball Official	44093	60.00
NPG Newspapers	Weather Preparedness, Demolitions	44094	1,067.72
Oil Patch Pump & Supply	PVC Cap, Couplings	44095	4.81
Old Dominion Brush Company	Tube Broom, Hex Nut	44096	770.00
Osawatomie Pet Clinic	Examination/Boarding	44097	25.00
Pace Analytical	Analytical Service	44098	301.00
Paola Do It Best Hardware	Spray Grip, Caulk, PVC Caps, Fan	44099	100.18
Pat's Signs	Fire Department Decals, Yard Signs	44100	494.03
John Rayl	Baseball Official	44101	145.00
Trenton Riley	Baseball Official	44102	95.00
Romans Outdoor Power	Bearing, Seal	44103	33.85
Smitty's Lawn & Garden Equipment	Coil Charging	44104	87.21
Suddenlink	Internet	44105	134.19
Superior Lamp, Inc.	Bulbs	44106	758.58
Larissa Thompson	Baseball Official	44107	65.00
USD 367	Transportation Services	44108	820.50
Visa	Computer, Lodging, Legion Dues	44109	3,851.81
Jenna Wendt	Baseball Official	44110	65.00
Winkler, Domoney & Schultz	Municipal Court Judge	44111	2,060.00
Winterscheid Auto Parts	Calipers, Belts, Filters, Battery	44112	1,909.42
Wycoff's Locksmithing	Keys	44113	29.00
KMEA	EMP Electric Transmission	1493	24,748.44
Crawford Sales Company	Budweiser	44114	252.10
Barco Municipal Products, Inc.	Ratchet Wrench	44115	94.95
C&G Merchants Supply, Inc.	Paper Goods, Cups, Candy	44116	234.17
California Contractors Supplies, Inc.	Gloves, Plastic Ties	44117	279.95
Tommy Callahan	Baseball Official	44118	225.00
CenturyLink	Move Fax Line	44119	250.00
CMI, Inc.	Adjust Calibration-Intox	44120	639.40
CPI Tools	Oil Level Gauge	44121	27.98
Dish Network	Services	44122	100.12
Environmental Laboratories, Inc.	Wastewater Sample & Analysis	44123	265.00
Gallagher Benefit Services, Inc.	Administration Fees	44124	372.00
Hasty Awards	Awards, Fishing Derby Trophies	44125	332.28
Brant Johnson	Baseball Official	44126	105.00
Kansas Rural Water Association	Training	44127	360.00
Killough Construction	Asphalt	44128	691.68
Kincaid Ready Mix	Concrete	44129	420.00
Madden Rental	Portable Toilet Rental	44130	2,330.00
Travis Marsh	Baseball Official	44131	260.00
Miami County Medical Center	Vaccinations	44132	747.01
Mid-States Energy Works, Inc.	Install and Program Relays	44133	16,903.00
National Sign Company, Inc.	Highway Striping Paint	44134	137.28

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Robert Neal	Baseball Official	44135	70.00
Drew Needham	Baseball Official	44136	360.00
Princeton Recreation	Tournament Registration	44137	100.00
Quill	Colored Paper, Envelopes	44138	142.31
John Rayl	Baseball Official	44139	420.00
Reflective Group	Services, Phones	44140	867.78
Ricoh	Copies	44141	495.12
Trenton Riley	Baseball Official	44142	75.00
Sprayer Specialties, Inc.	1335 Gallon Tank	44143	1,784.63
T&R Electric	Transformers	44144	468.75
Tri-County Ice Co. Inc.	Car Wash Tokens	44145	200.00
Turfwerks	Field Decoders	44146	1,072.25
University of Kansas	Water & Wastewater Operator School	44147	75.00
Viking Industrial Supply	Paper Goods	44148	246.80
Visa	Dvd's Cleaning Supplies, Books	44149	916.74
Brad Waggoner	Baseball Official	44150	623.73
Jordan Welch	Baseball Official	44151	105.00
Department of the Treasury	Federal Excise Tax	1494	47.00
Kansas Department of Revenue	Compensating Use Tax	1495	608.71
Kansas Department of Revenue	Sales Tax	1496	996.69
Kansas Department of Revenue	Sales Tax	1497	889.65
Kansas Department of Revenue	Sales Tax	1498	9,686.67
KMEA	Nearman Electricity	1499	43,024.18
Applied Maintenance Supplies	Curved Jaw Plier	44152	37.41
BG Consultants	Consulting Services	44153	18,149.25
Bowes Automotive Products	Oil Filters, Fuel Filters	44154	71.05
Centurylink	RTU'S	44155	236.56
Computers & More, LLC	Virus Removal, Install Avast	44156	1,347.90
Crowley Carpet & Floor Service	Cleaned Carpets	44157	250.00
Ryan Crowley	Tolls	44158	9.00
Demco	Jacket Covers	44159	106.32
Design 4 Printing	Business Cards	44160	26.75
Dennis Fenoughty	Mowing Delinquent Properties	44161	1,215.00
Hach Company	Colorimeter Assy	44162	438.47
Jennifer Haefele	Contractual For Library	44163	440.00
Kansas City Power & Light	Service	44164	1,985.40
KS Dept. of Health & Environment	Analytical Service	44165	773.00
Kansas Gas Service	Services	44166	455.50
Kriz Davis Co.	Wire, Ballast, Wood Brace, Cutout	44167	7,380.85
Macek's Auto Body	Lag Bolts, Lumber	44168	313.41
Mississippi Lime Company	Lime	44169	1,875.00
ND&H Attorneys at Law	Attorney Fee	44170	1,165.00
NPG Newspapers, Inc.	Summer Fun Ad, Rezoning	44171	173.68
Osawatomie Pet Clinic	Examination	44172	25.00
Pepsi Beverages Company	Pop, Gatorade	44173	1,754.61

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Pitney Bowes	Postage Meter Lease, Ink Cartridge	44174	311.88
Brandon Ream	First Aid, CPR and AED Training	44175	238.00
Ricoh	Copies	44176	895.81
Ricoh	Copier Lease-PD	44177	183.90
Ricoh	Copier Lease	44178	280.78
Ruan Logistics Corporation	Freight for Lime	44179	1,567.86
Scott Michie Planning Services	Consulting Services	44180	297.45
Sprint	Service	44181	18.23
Suddenlink	Internet	44182	59.95
University of Kansas	Water & Wastewater Operator School	44183	75.00
Walmart	Water, Buns, Work Shoes	44184	1,038.95
Zep Sales	Liners, Cherry Bomb, Magnet	44185	522.04
City of Osawatomie	Petty Cash Reimbursement	1500	2,831.79
Crawford Sales Company	Budweiser	44186	322.90
Postmaster	Utility Billing	44187	1,000.00
AES Lawn Parts	Ignition Coil, Carburetor Repair Kit	44188	225.43
Altec Parts	Relay for Throttle Control	44189	728.21
Baker & Taylor	Books	44190	840.38
Bison Profab	Fan	44191	50.12
Bradley A/C & Heating	A/C Low on Freon	44192	185.00
Brenntag Mid-South, Inc.	Sodium Hypochlorite	44193	3,939.34
Correct Care Solutions, LLC	Inmate Healthcare Repricing	44194	17.50
Country Vintage Inn	Lodging-Jamboree	44195	100.00
Delta Dental	Dental Insurance	44196	5,171.82
Gerken Rent-All	Propane, Sod Cutter	44197	433.80
Grainger	Digital Clamp Meter, Lockout Breakers	44198	612.86
Kansas Assoc. of Court Management	Fall Conference	44199	50.00
Kansas Employment Security Fund	2nd Qtr. Unemployment	44200	4,628.76
Killough Construction	Asphalt	44201	702.25
Miami County Medical Center	Medical Care for Prisoner	44202	87.02
Mid-America Research Chemical	Foaming Root Control	44203	232.65
NPG Newspapers	Booster Banners, Down Thru the Years	44204	97.50
Paving Maintenance Supply	Polyflex	44205	2,419.45
Pocket Press, Inc.	Handbook of Kansas Laws	44206	40.46
Rejis Commission	Leweb Subscription	44207	31.50
Superior Vision	Vision Insurance	44208	1,058.91
Debbie Talley	Memorial Hall Janitorial	44209	375.00
Elizabeth Trigg	Donuts, Gum, Table Coverings	44210	88.53
United Healthcare	Health Insurance	44211	32,022.19
United Laboratories	Snail Control	44212	260.50
USA Blue Book	Cleaning Compound, Chart Pens	44213	150.02
Wade Quarries	Gravel	44214	98.11
Payroll 07/11/14			95,063.05
Fica 07/11/14			6,764.41
Payroll 07/25/14			103,892.62

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Osawatometie, Kansas
P.O. Box 37
439 Main Street
Osawatometie, Kansas 66064

PROJECT: Wastewater Treatment Facility Imps.
Osawatometie, Kansas

APPLICATION NO.: 2
 PERIOD TO: 7/31/2014
 PROJECT NOS.: 2014-058
 CONTRACT DATE: 4/24/2014

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Midland Contractors, Inc.
835 NE Hwy 24
Topeka, Kansas 66608

VIA ARCHITECT: BG Consultants, Inc
4806 Vue Du Lac Place
Manhattan, Kansas 66503

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$626,000.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$626,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$97,719.81

(Column G on G703)

5. RETAINAGE:

a. <u>5</u> % of Completed Work	<u>\$4,679.54</u>
(Columns D + E on G703)	
b. <u>5</u> % of Stored Material	<u>\$206.45</u>
(Column F on G703)	

Total retainage (Line 5a + 5b or

Total in Column I of G703)..... \$4,885.99

6. TOTAL EARNED LESS RETAINAGE.....	<u>\$92,833.82</u>
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(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)..... \$38,902.21

8. CURRENT PAYMENT DUE.....	<u>\$53,931.61</u>
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9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$533,166.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MIDLAND CONTRACTORS, INC.

By: [Signature]

Date: 7-29-14

State of: Kansas

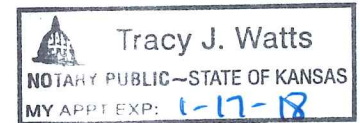
County of: Shawnee

Subscribed and sworn to before

me this 28th day of July, 2014

Notary Public: Tracy J. Watts

My Commission expires: 1-17-18



APPROVALS

City of Osawatometie Kansas

Date

[Signature]

BG Consultants, Inc.

7-30-14

Date

Change Order

No. 1

Date of Issuance: 7-12-14 Effective Date: _____

Project: <u>WASTEWATER TREATMENT FACILITY IMPROVEMENTS</u>	Owner: <u>CITY OF OSAWATOMIE</u>	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: <u>MIDLAND CONTRACTORS INC.</u>		Engineer's Project No.: <u>12-122SL</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ADDITIONAL COST FOR CMU BLOCK COLOR

Attachments (list documents supporting change): EMAIL FROM MIDWESTERN MASOARY, MIDLAND CONTRACTORS INC CHANGE ORDER

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 626,000.00

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ 0

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order: \$ 626,000.00

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [~~Decrease~~] of this Change Order: \$ 1,122.78

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order: \$ 627,122.78

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 7-13-14

Date: _____

Date: 7-12-14

Approved by Funding Agency (if applicable): _____

Date: _____



CONTRACTORS, INC.

835 N.E. US Highway 24 | Topeka, KS 66608 | P: 785-234-8800 | F: 785-234-8802

DATE: 7-11-2014

PROJECT : WWTF Imps. Osawatomie, Kansas
 REFERENCE : Masonry
 DESCRIPTION : Block Color

TIME EXTENSION REQUESTED: CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUBCONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
Midwestern Masonry	1	Lump Sum	\$900.00	\$900.00		\$0.00	\$0.00
WORK SCOPE SUBTOTALS			\$900.00			\$0.00	\$0.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUBCONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		MH					
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	1	LS				\$0.00	
*JOBSITE PHONE 2% BARE LABOR	1	LS				\$0.00	
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS				\$0.00	
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS				\$0.00	
*SMALL TOOLS 10% BARE LABOR	1	LS				\$0.00	
*GENERAL CLEANING 1% BARE LABOR	0	LS				\$0.00	
*TEMPORARY TOILETS 1% BARE LABOR	1	LS				\$0.00	
*SAFETY EQUIPMENT 4 % OF BARE LABOR	1	LS				\$0.00	
*PICKUP TRUCKS 5% BARE LABOR	1	LS				\$0.00	
FIELD OVERHEAD SUBTOTALS			\$0.00			\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	46 %		\$0.00
TOTAL LABOR	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$900.00
TAX ON MATERIAL	0 %		\$0.00
SUBCONTRACT BONDS	3.25 %		\$29.25
SUBTOTALS			
GENERAL CONTRACT	-	-	\$29.25
SUBCONTRACTORS	-	-	\$900.00
SUBTOTAL			\$929.25
MCI INSURANCE	3 %		\$27.88
SUBTOTAL			\$957.13
OVERHEAD	10 %		\$95.71
SUBTOTAL			\$1,052.84
PROFIT ON MCI SELF PERFORM	10 %		\$2.93
PROFIT ON SUBCONTRACTOR WORK	5 %		\$45.00
SUBTOTAL			\$1,100.77
MCI BOND	2 %		\$22.02
TOTAL THIS CHANGE			\$1,122.78

Kevin Watts

From: midwesternmasonry@rock.com
Sent: Friday, July 11, 2014 1:31 PM
To: Kevin Watts
Subject: RE: Osawatomie Schedule

The cost for the Kansas White colored split faced block will be \$900.00 more for material cost. We will need a signed change order before we can order the block to be made. We need to do this as soon as possible.
Thank you.

JP

-----Original Message-----

From: "Kevin Watts" <kevin.midlandcontractorsinc.com@kansas.net>
Sent: Friday, July 11, 2014 11:56am
To: midwesternmasonry@rock.com
Subject: RE: Osawatomie Schedule

I will get that from the engineer as soon as I can. The block color will be Kansas White with the standard gray mortar color. Please send me an original email stating the additional costs for colored block and I will get the process going. I don't have an email from you stating the cost because we talked on the phone about it. I just need the documentation to send to the engineer.

Thanks Jim!

MIDLAND

CONTRACTORS, INC.
DBE/WBE Certified Contractor

Kevin Watts

Superintendent/Project Manager
785-817-2094 (cell)
785-234-8800 (office)
785-234-8802 (fax)
www.midlandcontractorsinc.com

From: midwesternmasonry@rock.com [<mailto:midwesternmasonry@rock.com>]
Sent: Friday, July 11, 2014 10:47 AM
To: Kevin Watts
Subject: RE: Osawatomie Schedule

Please give us the final decision on the mortar and block color. If color is selected we will need a change order before we can order the block.
Today would be good.
Thank you.

JP
Midwestern Masonry

-----Original Message-----

From: "Kevin Watts" <kevin.midlandcontractorsinc.com@kansas.net>
Sent: Friday, July 11, 2014 11:26am

Mill/Overlay Main Street (1st to 5th)

Opinion of Probable **PROJECT COSTS**

Osawatomie, Kansas

BG Consultants, Inc. Project #14-1022L

August 11, 2014

SCOPE: 1st to 5th: mill existing pavement 2" and overlay with 4". Reconstruct intersection aprons, driveways to the right-of-way line, sidewalks and sidewalk ramps.

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Contractor Construction Staking	1	L.S.	\$ 7,500.00	\$ 7,500.00
2.	Mobilization	1	L.S.	\$ 50,000.00	\$ 50,000.00
3.	Removal of Existing Structures	1	L.S.	\$ 10,000.00	\$ 10,000.00
4.	Clearing and Grubbing	1	L.S.	\$ 7,500.00	\$ 7,500.00
5.	Unclassified Excavation	3,500	Cu. Yd.	\$ 10.00	\$ 35,000.00
6.	Pavement Removal	2,000	Sq. Yd.	\$ 8.00	\$ 16,000.00
7.	Compaction of Earthwork	3,500	Cu. Yd.	\$ 5.00	\$ 17,500.00
8.	Select Soil (Contractor Furnished)	600	Cu. Yd.	\$ 35.00	\$ 21,000.00
9.	Adjustment of Manholes, Water Meters, Water Valve Boxes	1	L.S.	\$ 7,500.00	\$ 7,500.00
10.	Inlet (Curb)(Setback)(Precast)	2	Each	\$ 4,250.00	\$ 8,500.00
11.	Storm Sewer (18")	100	Lin. Ft.	\$ 35.00	\$ 3,500.00
12.	Flowable Fill (Low Strength)	50	Cu. Yd.	\$ 70.00	\$ 3,500.00
13.	Sidewalk Construction (4")(AE)	2,200	Sq. Yd.	\$ 35.00	\$ 77,000.00
14.	Sidewalk Ramp (AE)	24	Each	\$ 900.00	\$ 21,600.00
15.	Concrete Pavement (6" Uniform)(AE)(driveways)	1,150	Sq. Yd.	\$ 55.00	\$ 63,250.00
16.	Concrete Pavement (8" Uniform)(AE)(intersections)	450	Sq. Yd.	\$ 65.00	\$ 29,250.00
17.	Aggregate Base (AB-3)(8")	750	Sq. Yd.	\$ 12.00	\$ 9,000.00
18.	Curb and Gutter (Combined)(AE)	4,000	Lin. Ft.	\$ 23.00	\$ 92,000.00
19.	Milling	8,250	Sq. Yd.	\$ 2.50	\$ 20,625.00
20.	Hot Mix Asphalt - Commercial Grade (Class A)	2,000	Tons	\$ 80.00	\$ 160,000.00
21.	Hot Mix Asphalt - Commercial Grade (Class A)(Patching)	100	Tons	\$ 175.00	\$ 17,500.00
22.	Temporary Erosion Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
23.	Seeding	1	L.S.	\$ 7,500.00	\$ 7,500.00
24.	Pavement Markings	1	L.S.	\$ 2,500.00	\$ 2,500.00
25.	Permanent Signing	1	L.S.	\$ 2,500.00	\$ 2,500.00
26.	Traffic Control	1	L.S.	\$ 25,000.00	\$ 25,000.00
					SUBTOTAL A = \$ 720,225.00
					+10% Contingency = \$ 72,023.00
					SUBTOTAL B = \$ 792,248.00
					+10% Construction Administration = \$ 79,300.00
					SUBTOTAL C (CONSTRUCTION TOTAL) = \$ 871,548.00
					+10% Engineering Design = \$ 79,300.00
					+Easements & Rights-of-Way = None Expected
					+Utility Relocation = None Expected
					+Grant Administration = \$ 20,000.00
					SUBTOTAL D (PROJECT TOTAL) = \$ 970,848.00

Working Days

Estimated Working Days = 75

Asphalt Reconstruction of Main Street (1st to 5th)

Opinion of Probable **PROJECT COSTS**

Osawatomie, Kansas

BG Consultants, Inc. Project #14-1022L

August 11, 2014

SCOPE: 1st to 5th: reconstruct pavement with 9" asphalt on 8" crushed stone base. Reconstruct intersection aprons, driveways to the right-of-way line, sidewalk ramps and misc. appurtenances.

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Contractor Construction Staking	1	L.S.	\$ 7,500.00	\$ 7,500.00
2.	Mobilization	1	L.S.	\$ 60,000.00	\$ 60,000.00
3.	Removal of Existing Structures	1	L.S.	\$ 15,000.00	\$ 15,000.00
4.	Clearing and Grubbing	1	L.S.	\$ 7,500.00	\$ 7,500.00
5.	Unclassified Excavation	4,500	Cu. Yd.	\$ 10.00	\$ 45,000.00
6.	Pavement Removal	10,000	Sq. Yd.	\$ 8.00	\$ 80,000.00
7.	Compaction of Earthwork	3,500	Cu. Yd.	\$ 5.00	\$ 17,500.00
8.	Select Soil (Contractor Furnished)	600	Cu. Yd.	\$ 35.00	\$ 21,000.00
9.	Adjustment of Manholes, Water Meters, Water Valve Boxes	1	L.S.	\$ 7,500.00	\$ 7,500.00
10.	Inlet (Curb)(Setback)(Precast)	2	Each	\$ 4,250.00	\$ 8,500.00
11.	Storm Sewer (18")	100	Lin. Ft.	\$ 35.00	\$ 3,500.00
12.	Flowable Fill (Low Strength)	50	Cu. Yd.	\$ 70.00	\$ 3,500.00
13.	Sidewalk Construction (4")(AE)	2,200	Sq. Yd.	\$ 35.00	\$ 77,000.00
14.	Sidewalk Ramp (AE)	24	Each	\$ 900.00	\$ 21,600.00
15.	Concrete Pavement (6" Uniform)(AE)(driveways)	1,150	Sq. Yd.	\$ 55.00	\$ 63,250.00
16.	Concrete Pavement (8" Uniform)(AE)(intersections)	450	Sq. Yd.	\$ 65.00	\$ 29,250.00
17.	Aggregate Base (AB-3)(8")	9,300	Sq. Yd.	\$ 12.00	\$ 111,600.00
18.	Curb and Gutter (Combined)(AE)	4,000	Lin. Ft.	\$ 23.00	\$ 92,000.00
19.	Hot Mix Asphalt - Commercial Grade (Class A)	3,800	Tons	\$ 80.00	\$ 304,000.00
20.	Temporary Erosion Control	1	L.S.	\$ 7,500.00	\$ 7,500.00
21.	Seeding	1	L.S.	\$ 7,500.00	\$ 7,500.00
22.	Pavement Markings	1	L.S.	\$ 2,500.00	\$ 2,500.00
23.	Permanent Signing	1	L.S.	\$ 2,500.00	\$ 2,500.00
24.	Traffic Control	1	L.S.	\$ 30,000.00	\$ 30,000.00
SUBTOTAL A =					\$ 1,025,200.00
+10% Contingency =					\$ 102,520.00
SUBTOTAL B =					\$ 1,127,720.00
+10% Construction Administration =					\$ 112,800.00
SUBTOTAL C (CONSTRUCTION TOTAL) =					\$ 1,240,520.00
+10% Engineering Design =					\$ 112,800.00
+Easements & Rights-of-Way =					None Expected
+Utility Relocation =					None Expected
+Grant Administration =					\$ 20,000.00
SUBTOTAL D (PROJECT TOTAL) =					\$ 1,373,320.00

Working Days

Estimated Working Days = 100

Concrete Reconstruction of Main Street (1st to 5th)

Opinion of Probable **PROJECT COSTS**

Osawatomie, Kansas

BG Consultants, Inc. Project #14-1022L

August 11, 2014

SCOPE: 1st to 5th: reconstruct pavement with 7" of concrete pavement on 6" crushed stone subgrade. Reconstruct intersection aprons, driveways to the right-of-way line, sidewalk ramps and misc. appurtenances.

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Contractor Construction Staking	1	L.S.	\$ 7,500.00	\$ 7,500.00
2.	Mobilization	1	L.S.	\$ 60,000.00	\$ 60,000.00
3.	Removal of Existing Structures	1	L.S.	\$ 15,000.00	\$ 15,000.00
4.	Clearing and Grubbing	1	L.S.	\$ 7,500.00	\$ 7,500.00
5.	Unclassified Excavation	4,500	Cu. Yd.	\$ 10.00	\$ 45,000.00
6.	Pavement Removal	10,000	Sq. Yd.	\$ 8.00	\$ 80,000.00
7.	Compaction of Earthwork	3,500	Cu. Yd.	\$ 5.00	\$ 17,500.00
8.	Select Soil (Contractor Furnished)	600	Cu. Yd.	\$ 35.00	\$ 21,000.00
9.	Adjustment of Manholes, Water Meters, Water Valve Boxes	1	L.S.	\$ 7,500.00	\$ 7,500.00
10.	Inlet (Curb)(Setback)(Precast)	2	Each	\$ 4,250.00	\$ 8,500.00
11.	Storm Sewer (18")	100	Lin. Ft.	\$ 35.00	\$ 3,500.00
12.	Flowable Fill (Low Strength)	50	Cu. Yd.	\$ 70.00	\$ 3,500.00
13.	Sidewalk Construction (4")(AE)	2,200	Sq. Yd.	\$ 35.00	\$ 77,000.00
14.	Sidewalk Ramp (AE)	24	Each	\$ 900.00	\$ 21,600.00
15.	Concrete Pavement (6" Uniform)(AE)(driveways)	1,150	Sq. Yd.	\$ 55.00	\$ 63,250.00
16.	Concrete Pavement (8" Uniform)(AE)(intersections)	450	Sq. Yd.	\$ 65.00	\$ 29,250.00
17.	Crushed Stone Subgrade (6")	9,300	Sq. Yd.	\$ 12.00	\$ 111,600.00
18.	Curb and Gutter (Combined)(AE)	4,000	Lin. Ft.	\$ 23.00	\$ 92,000.00
19.	Concrete Pavement (7" Uniform)(AE)(NRDJ)	7,400	Tons	\$ 50.00	\$ 370,000.00
20.	Temporary Erosion Control	1	L.S.	\$ 7,500.00	\$ 7,500.00
21.	Seeding	1	L.S.	\$ 7,500.00	\$ 7,500.00
22.	Pavement Markings	1	L.S.	\$ 2,500.00	\$ 2,500.00
23.	Permanent Signing	1	L.S.	\$ 2,500.00	\$ 2,500.00
24.	Traffic Control	1	L.S.	\$ 30,000.00	\$ 30,000.00
SUBTOTAL A =					\$ 1,091,200.00
+10% Contingency =					\$ 109,120.00
SUBTOTAL B =					\$ 1,200,320.00
+10% Construction Administration =					\$ 120,100.00
SUBTOTAL C (CONSTRUCTION TOTAL) =					\$ 1,320,420.00
+10% Engineering Design =					\$ 120,100.00
+Easements & Rights-of-Way =					None Expected
+Utility Relocation =					None Expected
+Grant Administration =					\$ 20,000.00
SUBTOTAL D (PROJECT TOTAL) =					\$ 1,460,520.00

Working Days

Estimated Working Days = 100



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Main Street Improvements

1st Street to 5th Street

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

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

SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 **GENERAL DUTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Design Fee and Expense** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for the design of this project is a total of \$ 78,835.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

Engineering Admin Maximum Total Fee and Expense: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$ 28,700.00 Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before January 1, 2016. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

Construction Observation Maximum Total Fee and Expense: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$ 71,720.00 Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before January 1, 2016. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in

writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

5.4.3. CONSULTANT shall indemnify and save CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor’s project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant’s Services are so limited. CONSULTANT will not assume the role of “prime contractor”, “constructor”, “controlling employer”, “supervisor” or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Osawatomie, KS

By: _____

By: _____

Printed Name: Brian P. Kingsley

Printed Name: Mark Govea

Title: Vice President

Title: Mayor

Attest: _____

Ann Elmquist, City Clerk

END OF CONSULTANT-CLIENT AGREEMENT

Exhibit 1 – SCOPE OF WORK

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

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

Exhibit 2 – COST AND SCHEDULE

Design services set forth in Exhibit 1 items 1 through 11 the LUMP SUM FEE of **\$78,835.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant.

Services will be performed a schedule including the following milestones:

1. Preliminary Construction Plans within 3 months of notice to proceed by the City.
2. Final Construction Plans within 30 days of Review by City.

Construction Engineering services set forth in Section I items 13 through 14 will be billed hourly, at discounted City Engineering hourly rates, NOT TO EXCEED **\$28,700.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant.

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

1. The fee included within this contract is based upon construction being accomplished within **88** working days. Construction duration beyond this duration may result in additional fees. Additional fees associated with construction duration would require City Council and KDHE approval, as appropriate, and would be identified in a supplement to this agreement.

Construction services set forth in Section I items 10 through 12 will be billed hourly, at discounted City Engineering hourly rates, NOT TO EXCEED **\$71,120.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant.

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

The fee included within this contract is based upon construction being accomplished within **88** working days. Construction duration beyond this duration may result in additional fees. Additional fees associated with construction duration would require City Council and KDHE approval, as appropriate, and would be identified in a supplement to this agreement.

Exhibit 3 – SPECIAL PROVISIONS

1. The Consultant shall operate within all known KDHE SRF requirements including the following (See Attachments to Exhibit 3):
 - a. Appendix E-1 - Participation By Disadvantaged Business Enterprises
 - b. Appendix E-3 - DBE Utilization
 - c. Subpart C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - d. Appendix D – Certification Regarding Lobbying
 - e. Kansas Act Against Discrimination

2014 BG CONSULTANTS DISCOUNTED HOURLY RATES

<u>POSITION</u>	<u>DISCOUNTED PER HOUR 2014</u>
PRINCIPAL	\$129.00
PROJECT ENGINEER IV	\$123.50
PROJECT ENGINEER III	\$116.50
PROJECT ENGINEER II	\$103.00
PROJECT ENGINEER I	\$95.00
SENIOR DESIGN ENGINEER	\$97.00
DESIGN ENGINEER	\$85.50
ASSISTANT DESIGN ENGINEER	\$72.00
ARCHITECT	\$123.50
PROJECT ARCHITECT	\$97.00
DESIGN ARCHITECT	\$85.50
ASSISTANT ARCHITECT	\$72.00
TECHNICIAN II	\$80.50
TECHNICIAN I	\$70.00
SENIOR CONSTRUCTION INSPECTOR	\$81.50
CERTIFIED CONSTRUCTION INSPECTOR	\$66.00
CONSTRUCTION INSPECTOR	\$58.50
SENIOR PROJECT SURVEYOR	\$112.00
PROJECT SURVEYOR	\$104.00
FIELD SUPERVISOR	\$91.50
SURVEYOR	\$67.00
GPS SURVEYOR	\$82.50
CAD SYSTEM AND OPERATOR	\$83.50
CLERICAL	\$50.50

Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.

2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.

Special Note: "Discounted" rates are only applicable for City or County Engineering Contracts

Automatic Calculation	User Input	
Construction Total =	959,984.00	
Design Engineering	97,600.00	
Construction Observation	71,720.00	
Construction Engineering	28,728.00	
Grant Administration =	20,000.00	Check with Grant Administrator for current fee
Legal Administration	5,000.00	Check with City Attorney for current fee
Misc. (Geology, Etc.)	0.00	
Bonding and Interim Interest	23,700.00	2% Percent of Total project
Total Project Cost* =	1,183,032.00	

Design Fees:

Enter Number of Bid Lettings =	1	
% from Fee Schedule =	7.49%	
Add additional % for Rehab./Complexity =	2.0%	use 2% for renovation of existing facilities
Design Subtotal =	\$91,102.25	
Add Lump Sum Amount for Bidding Services =	\$6,500.00	
DESIGN TOTAL =	\$ 97,602.25	Note: Round to \$97,500 Note Subtract 44% of Survey (\$18,665)

Proposed Design Fee: \$78,835

Inspection Fees Waterline Project

Working Days (estimate Only)

	Units	Units/Day	# of Working Days
Mobilization	8	1	8
4 Blocks Street Construction	80	1	80
	0	0	0
	0	0	0
	0	0	0
Total =	Total	88	Working Days

Inspector Rate	Hours per day
\$81.50	10

Construction Observation Total: \$71,720.00 (\$73,201.69 75% of Design (Check))

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

Construction Engineering Admin. Total: \$ 28,728.00

Add USDA PER if needed: N/A

These Columns allow for the automation of the fee curve

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

**Osawatomie Main Street Improvements
Osawatomie, KS**

Man-hour Estimate - Including Topo for Street Improvements

Task	Project Manager	Project Engineer III	Project Engineer I	Design Engineer	Sen. Project Surveyor	GPS Surveyor	Surveyor	CAD Sys & Operator	SUBTOTAL
1 Field Survey									
Total Hours	4	4	0	0	48	220	220	32	528
Labor Rate	\$129.00	\$116.50	\$95.00	\$85.50	\$112.00	\$82.50	\$67.00	\$83.50	
Total Labor	\$ 516.00	\$ 466.00	\$ -	\$ -	\$ 5,376.00	\$ 18,150.00	\$ 14,740.00	\$ 2,672.00	\$ 41,920.00

Task	Project Manager	Project Engineer III	Project Engineer I	Design Engineer	Sen. Project Surveyor	GPS Surveyor	Surveyor	CAD Sys & Operator	SUBTOTAL
2 Concept Waterline Design (15% Design)									
Total Hours	16	24	48	0	0	0	0	24	112
Labor Rate	\$129.00	\$116.50	\$95.00	\$85.50	\$112.00	\$82.50	\$67.00	\$83.50	
Total Labor	\$ 2,064.00	\$ 2,796.00	\$ 4,560.00	\$ -	\$ -	\$ -	\$ -	\$ 2,004.00	\$ 11,424.00

Task	Project Manager	Project Engineer III	Project Engineer I	Design Engineer	Sen. Project Surveyor	GPS Surveyor	Surveyor	CAD Sys & Operator	SUBTOTAL
2 Preliminary Waterline Design (75% Design)									
Total Hours	24	48	64	64	0	0	0	100	300
Labor Rate	\$129.00	\$116.50	\$95.00	\$85.50	\$112.00	\$82.50	\$67.00	\$83.50	
Total Labor	\$ 3,096.00	\$ 5,592.00	\$ 6,080.00	\$ 5,472.00	\$ -	\$ -	\$ -	\$ 8,350.00	\$ 28,590.00

Task	Project Manager	Project Engineer III	Project Engineer I	Design Engineer	Sen. Project Surveyor	GPS Surveyor	Surveyor	CAD Sys & Operator	SUBTOTAL
2 Final Waterline Design (100% Design)									
Total Hours	24	32	48	36	0	0	0	64	204
Labor Rate	\$129.00	\$116.50	\$95.00	\$85.50	\$112.00	\$82.50	\$67.00	\$83.50	
Total Labor	\$ 3,096.00	\$ 3,728.00	\$ 4,560.00	\$ 3,078.00	\$ -	\$ -	\$ -	\$ 5,344.00	\$ 19,806.00

Estimated Fee:	\$ 101,740.00
Not To Exceed Fee:	\$ 101,740.00

**ADDENDUM NO. 4
TO
AGREEMENT FOR ENGINEERING SERVICES**

This Addendum No. 4 amending the Agreement for Engineering Services dated September 27, 2012 and titled 2012 WWTP Improvements City of Osawatomie, Kansas, party of the first part, hereinafter referred to as the "CLIENT", and the firm of BG Consultants, Inc., located in Lawrence, Kansas, party of the second part, hereafter referred to as the "CONSULTANT".

The CLIENT requests that CONSULTANT provide WWTP evaluation services including evaluation and optimization recommendations for the WWTP Treatment Facility. A detailed description of additional services included in this addendum are attached (4-1 and 4-2).

These improvements will be hereinafter referred to as the "IMPROVEMENT".

In consideration of these premises and the mutual covenants herein contained, the Parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES
TO BE PROVIDED BY THE CONSULTANT**

1. The CONSULTANT shall commence from the date of this agreement to provide the services required under this section.
2. The CONSULTANT will provide design services in accordance with the original contract for the additional IMPROVEMENT.
3. In the event the scope of additional work described in this contract changes, the scope of work and compensation paid to the CONSULTANT will be renegotiated.

**ARTICLE II
RESPONSIBILITY OF THE CLIENT**

The CLIENT shall provide information, assistance and compensation as follows:

1. For additional services set forth in this Article I, Items 1 through 3 above, an hourly fee.
 - a. The total amount for work identified in Article I, Items 1 through 3, shall be billed hourly according to the original contract not to exceed **\$36,500.00**, unless specifically authorized by the CLIENT. The original maximum contract amount for section B shall be increased to **\$245,396.00**.
2. To provide compensation to the CONSULTANT as follows:
 - a. Payment will be in accordance with the *Original Contract Section 4*.

**ARTICLE III
RESPONSIBILITY OF THE CONSULTANT**

The CONSULTANT Agrees to provide the following Additional Services as part of the overall scope of services for this project:

1. The CONSULTANT will provide design services in accordance with the original contract.
2. To accept compensation for the herein Additional Services, described in such amounts and at such periods as indicated in Article II Section 1a.

**ARTICLE IV
MUTUAL AGREEMENTS**

It is Mutually-Agreed by the Parties Hereto:

1. This agreement amendment shall become part of the original agreement dated September 27, 2012.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their only authorized officers in four counterparts, each of which shall be deemed an original, on the day and year first written.

ATTEST:

CITY OF OSAWATOMIE, KS

City Clerk

Mayor

ATTEST:

BG CONSULTANTS, INC.

Brian P. Kingsley, P.E.
Principal

TASK

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
1	Review Influent and Effluent DMR's									
	Total Hours		2	4		4				10
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ 258.00	\$ 466.00	\$ -	\$ 342.00	\$ -	\$ -	\$ -	\$ 1,066.00

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
2	Review KDHE Compliance Parameters									
	Total Hours		2	4						6
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ 258.00	\$ 466.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 724.00

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
3	Original and Current Operational Parameters									
	Total Hours		8	15		15				38
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ 1,032.00	\$ 1,747.50	\$ -	\$ 1,282.50	\$ -	\$ -	\$ -	\$ 4,062.00

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
4	Asset Inventory									
	Total Hours			30	4	15				49
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ -	\$ 3,495.00	\$ 516.00	\$ 1,282.50	\$ -	\$ -	\$ -	\$ 5,293.50

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
5	Operational Budget Analysis									
	Total Hours			10		5				15
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ -	\$ 1,165.00	\$ -	\$ 427.50	\$ -	\$ -	\$ -	\$ 1,592.50

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
6	System Optimization Alternatives									
	Total Hours		10	60		40	5	10		125
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ 1,290.00	\$ 6,990.00	\$ -	\$ 3,420.00	\$ 617.50	\$ 720.00	\$ -	\$ 13,037.50

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
7	Short and Long Term Facility Impr. Recommendations									
	Total Hours		15	40	10	20	5	10		100
	Labor Rate		\$129.00	\$116.50	\$129.00	\$85.50	\$123.50	\$72.00	\$83.50	
	Total Labor		\$ 1,935.00	\$ 4,660.00	\$ 1,290.00	\$ 1,710.00	\$ 617.50	\$ 720.00	\$ -	\$ 10,932.50

			Principal	Project Engineer	Structural Engineer	Design Engineer	Architect	Assistant Architect	CAD Sys & Operator	SUBTOTAL
	Total Hours		37.00	163.00	14.00	99.00	10.00	20.00	0.00	337.00
	Total Labor Cost		\$ 4,773.00	\$ 18,989.50	\$ 1,806.00	\$ 8,464.50	\$ 1,235.00	\$ 1,440.00	\$ -	\$ 36,708.00
								Not to Exceed Contract Price:		\$ 36,500.00



OSAWATOMIE WWTF EVALUATION
SCOPE OF SERVICES
EXHIBIT 4-2

1. Review Influent Monitoring Reports (3 years)
 - a. BOD
 - b. TSS
 - c. Total Phosphorous (as P)
 - d. Total Kjeldahl Nitrogen (as N)
2. Review Effluent Monitoring Reports (3 years)
 - a. BOD (must have 85% reduction)
 - b. TSS (must have 85% reduction)
 - c. Ammonia (as N)
 - d. pH
 - e. E.Coli
 - f. Total Phosphorous
 - g. Nitrate (NO₃) + Nitrite (NO₂) (as N)
 - h. Total Kjeldahl Nitrogen (as N)
 - i. Total Nitrogen (TKN + NO₃ + NO₂)
 - j. Flow
3. Review KDHE compliance parameters
4. Review/Define Original Facility Operational Parameters
 - a. Screening/Aeration/RAS/WAS/Sludge/UV Disinfection/Peak Flow Basin
5. Review/Define Current Operational Parameters
 - a. Screening/Aeration/RAS/WAS/Sludge/UV Disinfection/Peak Flow Basin
6. Conduct an Inventory of existing WWTF Assets
 - a. Asset Identification
 - b. Asset Cost
 - c. Useful life remaining
 - d. Energy Consumption
7. Review existing operational and maintenance budget
 - a. Energy
 - b. Contractual Services
 - c. Labor
 - d. Chemical
8. System Optimization Alternatives
9. Recommend short term and long term facility improvements
 - a. Schedule
 - b. Capital improvement cost

**ADDENDUM NO. 5
TO
AGREEMENT FOR ENGINEERING SERVICES**

This Addendum No. 5 amending the Agreement for Engineering Services dated September 27, 2012 and titled 2012 WWTP Improvements City of Osawatomie, Kansas, party of the first part, hereinafter referred to as the "CLIENT", and the firm of BG Consultants, Inc., located in Lawrence, Kansas, party of the second part, hereafter referred to as the "CONSULTANT".

The CLIENT requests that CONSULTANT provide Design and Construction Observation Services for the West Lift Station Improvements. The West Lift Station Improvements are further defined through the attached Engineers Opinion of Probable Project Cost (5-1).

These improvements will be hereinafter referred to as the "IMPROVEMENT".

In consideration of these premises and the mutual covenants herein contained, the Parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES
TO BE PROVIDED BY THE CONSULTANT**

1. The CONSULTANT shall commence from the date of this agreement to provide the services required under this section.
2. The CONSULTANT will provide design services in accordance with the original contract for the additional IMPROVEMENT.
3. In the event the scope of additional work described in this contract changes, the scope of work and compensation paid to the CONSULTANT will be renegotiated.

**ARTICLE II
RESPONSIBILITY OF THE CLIENT**

The CLIENT shall provide information, assistance and compensation as follows:

1. For additional services set forth in this Article I, Items 1 through 3 above, an hourly fee.
 - a. The total amount for work identified in Article I, Items 1 through 3, shall be billed hourly according to the original contract not to exceed **\$77,220.00**, unless specifically authorized by the CLIENT. The original maximum contract amount for section B shall be increased to **\$322,616.00**.
2. To provide compensation to the CONSULTANT as follows:
 - a. Payment will be in accordance with the *Original Contract Section 4*.

**ARTICLE III
RESPONSIBILITY OF THE CONSULTANT**

The CONSULTANT Agrees to provide the following Additional Services as part of the overall scope of services for this project:

1. The CONSULTANT will provide design services in accordance with the original contract.
2. To accept compensation for the herein Additional Services, described in such amounts and at such periods as indicated in Article II Section 1a.

**ARTICLE IV
MUTUAL AGREEMENTS**

It is Mutually-Agreed by the Parties Hereto:

1. This agreement amendment shall become part of the original agreement dated September 27, 2012.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their only authorized officers in four counterparts, each of which shall be deemed an original, on the day and year first written.

ATTEST:

CITY OF OSAWATOMIE, KS

City Clerk

Mayor

ATTEST:

BG CONSULTANTS, INC.

Brian P. Kingsley, P.E.
Principal

City of Osawatomie, KS
West Lift Station Improvements
Engineers Opinion of Probable Cost
August 5, 2014

General

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
2	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00
3	Contractor Construction Staking	1	LS	\$ 3,500.00	\$ 3,500.00
4	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
5	Seeding	1	LS	\$ 6,500.00	\$ 6,500.00
6	Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00
Subtotal					\$ 36,500.00

Lift Station Improvements

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
7	Site Grading	1	LS	\$ 7,500.00	\$ 7,500.00
8	Bypass Pumping	1	LS	\$ 15,000.00	\$ 15,000.00
9	4" Forcemain	560	LF	\$ 35.00	\$ 19,600.00
10	8" Casing (Jack and Bore)	60	LF	\$ 250.00	\$ 15,000.00
11	Connection to Existing Manhole	1	EA	\$ 1,500.00	\$ 1,500.00
12	Flowable Fill	40	CY	\$ 95.00	\$ 3,800.00
13	Remove and Replace (Concrete Surfacing)	20	SY	\$ 100.00	\$ 2,000.00
14	Equipment Demolition	1	LS	\$ 12,500.00	\$ 12,500.00
15	Pump Station Mechanical Equipment	1	LS	\$ 60,000.00	\$ 60,000.00
16	Pump Station Electrical Equipment	1	LS	\$ 20,000.00	\$ 20,000.00
17	Wet Well Corrosion Protection	16	VF	\$ 550.00	\$ 8,800.00
18	Portable Davit Crane	1	LS	\$ 4,500.00	\$ 4,500.00
Subtotal					\$ 170,200.00

Construction Total	\$	206,700.00
Contingency (10%)	\$	20,670.00
Engineering Design	\$	33,500.00
Construction Observation	\$	30,970.00
Construction Engineering	\$	12,750.00
Total Estimated Project Cost	\$	304,590.00

Note: This estimate is based on utilizing the existing wet well to house the new submersible pumps. If wet well is not large enough, an alternate estimate will need to be developed incorporating a new wet well.

Automatic Calculation	User Input	
Construction Total =		227,370.00
Design Engineering		35,500.00
Construction Observation		30,970.00
Construction Engineering		12,768.00
Grant Administration =	0.00	Check with Grant Administrator for current fee
Legal Administration	0.00	Check with City Attorney for current fee
Misc. (Geology, Etc.)	0.00	
Bonding and Interim Interest =	6,200.00	2% Percent of Total project
Total Project Cost* =		306,608.00

Design Fees:

Enter Number of Bid Lettings =	1	
% from Fee Schedule =	9.77%	
Add additional % for Rehab./Complexity =	3.0%	use 2% for renovation of existing facilities
Design Subtotal =	\$29,032.78	
Add Lump Sum Amount for Bidding Services =	\$6,500.00	
DESIGN TOTAL =	\$ 35,532.78	Note: Use \$33,500 from Man-hour Estimate

Inspection Fees Waterline Project

Working Days (estimate Only)	Units	Units/Day	# of Working Days
Mobilization	8	1	8
4 Blocks Street Construction	30	1	30
	0	0	0
	0	0	0
	0	0	0
Total =	Total		38 Working Days

Inspector Rate	Hours per day
\$81.50	10

Construction Observation Total	\$30,970.00	\$26,649.59	75% of Design (Check)
--------------------------------	--------------------	-------------	-----------------------

Construction Engineering Admin.	Rate/HR	Hrs/Week	Number of Weeks
	\$133.00	12	8

Construction Engineering Admin. Total	\$ 12,768.00	Note: Round \$12,750
---------------------------------------	--------------	-----------------------------

Add USDA PER if needed: N/A

These Columns allow for the automation of the fee curve

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

BG Consultants, Inc.

Man-hour Estimate

West Lift Station

Osawatomie, Kansas

2014 BG Consultants Standard Hourly Rates Used

	Principal	Project Engineer III	Design Engineer	CAD Sys & Operator	Senior Project Surveyor	Project Surveyor	GPS Surveyor	SUBTOTAL
Survey								
Total Hours				15	2	8	24	49
Labor Rate	\$ 129.00	\$ 116.50	\$ 85.50	\$ 83.50	\$ 112.00	\$ 104.00	\$ 82.50	
Total Labor	\$ -	\$ -	\$ -	\$ 1,252.50	\$ 224.00	\$ 832.00	\$ 1,980.00	\$ 4,288.50

	Principal	Project Engineer II	Design Engineer	CAD Sys & Operator	Senior Project Surveyor	Project Surveyor	3-Man Survey Crew	SUBTOTAL
Field Check Plans								
Total Hours	8	45	45	35				133
Labor Rate	\$ 129.00	\$ 116.50	\$ 85.50	\$ 83.50	\$ 112.00	\$ 104.00	\$ 82.50	
Total Labor	\$ 1,032.00	\$ 5,242.50	\$ 3,847.50	\$ 2,922.50	\$ -	\$ -	\$ -	\$ 13,044.50

	Principal	Project Engineer II	Design Engineer	CAD Sys & Operator	Senior Project Surveyor	Project Surveyor	3-Man Survey Crew	SUBTOTAL
Final Check Plans								
Total Hours	8	32	45	30				115
Labor Rate	\$ 129.00	\$ 116.50	\$ 85.50	\$ 83.50	\$ 112.00	\$ 104.00	\$ 82.50	
Total Labor	\$ 1,032.00	\$ 3,728.00	\$ 3,847.50	\$ 2,505.00	\$ -	\$ -	\$ -	\$ 11,112.50

	Principal	Project Engineer II	Design Engineer	CAD Sys & Operator	Senior Project Surveyor	Project Surveyor	3-Man Survey Crew	SUBTOTAL
Bidding and Project Award								
Total Hours	8	24	16					48
Labor Rate	\$ 129.00	\$ 116.50	\$ 85.50	\$ 83.50	\$ 112.00	\$ 104.00	\$ 82.50	
Total Labor	\$ 1,032.00	\$ 2,796.00	\$ 1,368.00	\$ -	\$ -	\$ -	\$ -	\$ 5,196.00

	Principal	Project Engineer II	Design Engineer	CAD Sys & Operator	Senior Project Surveyor	Project Surveyor	3-Man Survey Crew	TOTAL
Hours	24	101	106	80	2	8	24	345
Total	\$ 3,096.00	\$ 11,766.50	\$ 9,063.00	\$ 6,680.00	\$ 224.00	\$ 832.00	\$ 1,980.00	\$ 33,641.50

Not To Exceed Contract Amount: \$33,500

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING CERTAIN STREETS AND PORTIONS THEREOF AS MAIN TRAFFICWAYS WITHIN THE CITY OF OSAWATOMIE, KANSAS, UNDER THE AUTHORITY OF K.S.A. 12-685 ET SEQ.; AMENDING AND REPEALING CHAPTER 14, ARTICLE 2, SECTION 209 OF THE MUNICIPAL CODE OF THE CITY OF OSAWATOMIE OF KANSAS.

WHEREAS, the Governing Body of the City of Osawatomie, Kansas, (the "City") is empowered pursuant to K.S.A. 12-685 et seq. (the "Act") to designate as main trafficways and trafficway connections certain existing or proposed streets, boulevards or avenues, or parts thereof, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the City or between such areas within the City and traffic facilities outside the City performing the function of main trafficways and to provide adequate connections with and between such main trafficways; and

WHEREAS, in the judgment of the Governing Body of the City, such streets, as hereinafter designated, qualify for designation as main trafficway and traffic way connections within the City; and

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

SECTION ONE: CODE AMENDED. Chapter 14, Article 2, Section 209, of the Code of the City of Osawatomie is hereby amended to read as follows:

14-209. MAIN TRAFFICWAYS. In order to facilitate the movement of through traffic between areas of concentrated activity within the city, the following public streets are hereby designated and established as Main Trafficways and Trafficway Connections:

- (a) Main Street, 1st Street to 18th Street;
- (b) Brown Avenue, O'Neal Street to 12th Street;
- (c) Brown Avenue, 14th Street to 18th Street;
- (d) Pacific Avenue, 1st Street to 14th Street;
- (e) Parker Avenue, 11th Street to west city limits;
- (f) Walnut Avenue, 7th Street to 12th Street;
- (g) 1st Street, Carr Avenue to Walnut Avenue;
- (h) 4th Street, Carr Avenue to Kelly Avenue;
- (i) 6th Street, north city limits to south city limits;
- (j) 8th Street, Carr Avenue to Chestnut Avenue;
- (k) 9th Street, Lincoln Avenue to Main Street;

- (l) 9th Street, Pacific Avenue to Walnut;
 - (m) 10th Street, Main Street to Walnut Avenue;
 - (n) 11th Street, Parker Avenue to Pacific Avenue;
 - (o) 12th Street, Parker Avenue to Walnut;
 - (p) 14th Street, Main Street to Pacific Avenue;
 - (q) Intersection of 14th and Parker Avenue;
 - (r) Oscar Street, E. Mill Street to E. Pacific Avenue; and
 - (s) Industrial Drive.
- (Ord.. 3148, Sec 1; Ord. 3158, Sec. 2; Code 1977; Ord 3301, Sec. 2; Ord. 3313, Sec 2; Ord. 3434, Sec. 2; Ord. 3487, Sec. 2; Ord. 3518, Sec. 2; Ord. 3596, Sec. 1; Ord. 3653, Sec. 1; Code 2008; Code 2010.)

SECTION TWO: EXISTING SECTION REPEALED. Section 14-209 of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance is hereby repealed.

SECTION THREE: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Miami County, Kansas, a majority being in favor thereof, this 14th day of August, 2014.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk

(Published in the *Osawatomie Graphic* on August 20, 2014) **1t**

ORDINANCE NO. 3720

AN ORDINANCE AUTHORIZING STREET IMPROVEMENTS WITHIN THE CITY OF OSAWATOMIE, KANSAS PURSUANT TO K.S.A. 12-685 to 12-690; AND ISSUANCE OF BONDS OR NOTES OF THE CITY TO PAY A PORTION OF THE COSTS THEREOF AND AMENDING ORDINANCE NO. 3712.

WHEREAS, K.S.A. 12-685 through 12-690 (the “Act”) authorizes the governing body of any city designate and establish existing or proposed streets, boulevards, avenues or parts thereof within the city as main trafficways, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city or between such areas within the city and traffic facilities outside the city performing the function of a major trafficway; and

WHEREAS, pursuant to the Act and Ordinance No. 3719 (adopted August 14, 2014), the City of Osawatomie, Kansas (the “City”) has designated the following streets as main trafficways under the Act: Main Street between 1st Street and 5th Street and between 7th Street and 12th Street; and

WHEREAS, the Act authorizes the City to make improvements to designated main trafficways in the City; and

WHEREAS, the City has determined it necessary to construct and reconstruct Main Street from 1st through 5th Street and from 7th Street to 12th Street as follows: (1) reconstruct pavement with 9” asphalt on 8” crushed stone base from 1st Street to 5th Street, (2) mill existing pavement 2” and overlay with 4” asphalt from 7th Street to 12th Street and (3) reconstruct intersection aprons, driveways to the right-of-way line, sidewalks and sidewalk ramps and all things necessary and related, according to plans and specifications previously approved by the Governing Body and City staff (the “Street Project”), and to issue general obligation bonds or temporary notes of the City to pay part of the estimated costs of the Street Project; and

WHEREAS the Governing Body of the City has adopted Ordinance No. 3712 (the “Original Ordinance”) which authorized the Public Building Project defined therein at total estimated cost of \$600,000; and

WHEREAS, the final costs of the Public Building Project together with estimated costs and expenses of financing it exceed the authorized amount stated in the Original Ordinance and it is necessary to amend the Original Ordinance to increase the estimated cost of the Public Building Project to \$650,000 including fees and expenses of financing.

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

Section 1. Authorization of Project. The Street Project (as defined above) is authorized and directed to be completed pursuant to the Act.

Section 2. Street Project Costs, Bonds. The estimated total cost of the Street Project is \$2,650,000, and such costs are authorized to be paid by the city-at-large through issuance of general obligation bonds of the City in the estimated amount of \$1,850,000, as provided by the Act, and from the proceeds of two CDBG grants to the City in the amount of \$800,000. Temporary Notes of the City may be issued to pay a portion of the costs of the Project until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

Section 3. Amendment of Ordinance 3712. Section 2 of Ordinance No. 3712 adopted by the Governing Body of the City on August 22, 2013 is repealed and replaced with the following Section 2:

Section 2. General obligation bonds of the City in an amount of \$650,000 are authorized to be issued under the Public Building Act to pay the costs of the Public Building Project and all things necessary and related thereto, including costs of issuance. Temporary Notes of the City may be issued, to pay for a portion of the costs until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

Section 4. This ordinance shall be in full force and effect after its passage by the Governing Body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas
this 14th day of August, 2014.

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 August 14, 2014, 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, there came on for consideration and discussion the following:

AN ORDINANCE AUTHORIZING STREET IMPROVEMENTS WITHIN THE CITY OF OSAWATOMIE, KANSAS PURSUANT TO K.S.A. 12-685 to 12-690; AND ISSUANCE OF BONDS OR NOTES OF THE CITY TO PAY A PORTION OF THE COSTS THEREOF AND AMENDING ORDINANCE NO. 3712.

After discussion, upon motion by _____, seconded by _____, the Ordinance was passed by a majority of the members elect.

The Ordinance was assigned No. ____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the August 14, 2014 regular meeting of the Governing Body of the City of Osawatomie, Kansas.

[seal]

Ann Elmquist, City Clerk

RESOLUTION NO. 684

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2014-1 OF THE CITY OF OSAWATOMIE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$700,000 TO PROVIDE FUNDS TO REFINANCE NOTES OF THE CITY ISSUED TO PAY A PORTION OF THE COSTS OF CONSTRUCTING CERTAIN PUBLIC BUILDING IMPROVEMENTS AND FINANCING A PORTION OF THE MAIN TRAFFICWAY IMPROVEMENTS IN THE CITY; AND ESTABLISHING THE TERMS AND CONDITIONS OF SUCH TEMPORARY NOTES.

WHEREAS, pursuant to K.S.A. 12-1736 *et seq.*, as amended and supplemented, (the “Public Building Act”) and Ordinance No. 3712, as amended by Ordinance No. 3720, the City of Osawatomie, Kansas (the “City”) has authorized the acquisition and renovation of an existing building to be used a new police station, including construction of an addition to the building, acquisition and relocation of an existing building for construction of a public parking facility and related improvements and the renovation and repair of the current police station space in City Hall for use as a council chamber and municipal court room (the “Public Building Project”); and

WHEREAS, pursuant to K.S.A. 12-685 through 12-690, as amended and supplemented (the “Main Trafficway Act”) and Ordinance No. 3719, the City has authorized construction and reconstruction of Main Street from 1st through 5th Street and from 7th Street to 12th Street, with such improvements to include (1) reconstruct pavement with 9” asphalt on 8” crushed stone base from 1st Street to 5th Street, (2) mill existing pavement 2” and overlay with 4” asphalt from 7th Street to 12th Street and (3) reconstruct intersection aprons, driveways to the right-of-way line, sidewalks and sidewalk ramps and all other things necessary and related thereto, according to plans and specifications previously approved by the Governing Body and City staff (the “Main Trafficway Project”); and

WHEREAS, the Governing Body of the City finds and determines it to be necessary to provide for the issuance of temporary notes of the City to finance the City’s share of the costs of the Public Building Project during construction and to pay at maturity the City’s Series 2013-1 General Obligation Temporary Notes (“Series 2013-1 Notes”) previously issued to pay a portion of such costs; and

WHEREAS, the construction of the Public Building Project is not complete and permanent financing of the Public Building Project is not feasible before the maturity date of the 2013-1 Notes; and

WHEREAS, pursuant to K.S.A. 10-123, the Governing Body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds as funds are needed for orderly construction of the Public Building Project and the Main Trafficway Project (collectively, the “Project”).

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

SECTION 1. Authority for the Notes; Security. The City's General Obligation Temporary Notes, Series 2014-1 in the principal amount of \$700,000, dated August 28, 2014 (the "Notes") are authorized and directed to be issued.

The Notes shall be general obligations of the City payable as to both principal and interest from the proceeds of the City's general obligation bonds issued to permanently finance the Project or from current revenues of the City lawfully available for such purposes, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms.

The Governing Body covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds of the City for the Project (as defined above) and/or applying any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be issued in the principal amount of \$700,000, designated "City of Osawatomie, Kansas, General Obligation Temporary Notes, Series 2014-1", dated August 28, 2014 ("Dated Date"), and shall mature October 1, 2015 ("Maturity Date").

The Notes shall be fully registered certificated securities, numbered as the Note Registrar determines, and issued in the denomination of \$5,000 or integral multiples thereof. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 1.00% per annum, payable on the Maturity Date or on the Redemption Date authorized by this Resolution (the "Interest Payment Date").

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in Topeka, Kansas.

If an Interest Payment Date, Redemption Date or Maturity Date is on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is not open in the normal course of its operations, then the payment of principal, premium or interest may be paid on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

SECTION 3. Redemption of Notes in Advance of Maturity. The Notes may be prepaid and redeemed by the City, in whole or in part, on April 1, 2015 or any date thereafter, by the payment of the principal amount called for prepayment and redemption, plus the accrued and unpaid interest on such amount to the Redemption Date. If the City elects to prepay the Notes, the City will give written notice to the Treasurer of the State of Kansas and the Paying Agent (defined below) not less than forty-five (45) days prior to the selected Redemption Date. The City shall also give or direct the Paying Agent to give written notice of such redemption to the Owners of

the Notes, with notice to the Owners to be delivered by United States first class mail not less than 30 days before the selected Redemption Date. The City shall also give such additional notice of its election to prepay the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon giving notice as described above and upon payment in full on the Redemption Date of the principal amount of and all accrued and unpaid interest to such date, interest of the Notes or portion of the Notes redeemed shall cease to accrue from and after the Redemption Date and the Notes (or portion of the Notes) shall no longer be entitled to the protection, benefits and security of this Resolution.

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

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement, Initial Registration as Book-Entry Securities. Pursuant to K.S.A. 10-620 *et seq.*, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the “Paying Agent” or “Note Registrar”). The duties of the Note Registrar and Paying Agent for the Notes are contained in an “Agreement between Issuer and Agent”, dated as of August 28, 2014 (the “Agreement”). The Agreement is hereby approved and accepted by the Governing Body on behalf of the City and the Mayor and City Clerk are hereby authorized to execute and deliver the Agreement. The Agreement is incorporated here by this reference.

If elected by the Original Purchaser (as later defined in this Resolution), the Notes shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Notes as authorized by this Resolution. Notwithstanding anything in this Resolution to the contrary, so long as the Notes remain in book-entry-only form the manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the provisions of this Section and a Letter of Representations (the “Letter of Representations”) from the City to DTC, previously executed and delivered on behalf of the City.

One certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be delivered to DTC in New York, New York; and such certificate will be immobilized in its custody. Purchases of the Notes in denominations authorized by this Resolution must be made by or through Direct Participants of DTC (as defined in the Letter of Representation), which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be affected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and

its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to Beneficial Owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event (a) the City determines (i) that DTC is unable to properly discharge its responsibilities, or (ii) that DTC is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Notes being issued to any owner other than Cede & Co. is no longer in the best interest of the Beneficial Owners of the Notes; or (b) the Note Registrar receives written notice from Participants having interest in not less than 50% of the Notes outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, then the Note Registrar shall notify the registered owners of such determination or such notice, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Notes”); provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the provisions hereof to effect book-entry transfers. If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

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

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

to the successor securities depository in appropriate denominations and form as provided in this Resolution.

While the Notes are in book-entry form the Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Notes; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners.

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

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall also recite that they are issued for the purpose of temporarily financing the costs of constructing the Project under K.S.A. 12-1736 *et seq.*, and K.S.A. 12-685 through 12-690, all as amended and supplemented, and that they are subject to redemption to maturity under the terms of this Resolution. The City's Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, and subject to the requirements of Section 4, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books;") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

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

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed thereon, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the

manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature appears on the Notes ceases to be such officer before the actual delivery of the Notes, such signature shall remain valid and sufficient for all purposes, as if such officer had remained in office until delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication is duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note is deemed duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation of Funds and Accounts, Disposition of Proceeds. The following funds and accounts are created by the City in connection with the Notes:

- (A) Project Fund (the "2014 Project Fund"); and
- (B) Principal and Interest Account (the "2014 Notes Principal and Interest Account").

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by this Section 9, and shall be applied as follows:

- (A) Accrued interest on the Notes, premium, if any, shall be deposited in the 2014 Notes Principal and Interest Account; and
- (B) \$700,000 of the proceeds of the Notes shall be deposited in the 2014 Project Fund.

The 2014 Project Fund and 2014 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Amounts deposited in the 2014 Notes Principal and Interest Account and shall be applied to the payment of principal of, or interest on the Notes as the same may become due, on the Maturity Date or upon an earlier Redemption Date. The 2014 Notes Principal and Interest Account may be created as a sub-account of the City's Bond and Interest Fund. Any moneys or investments remaining in the 2014 Notes Principal and Interest Account after retirement of the indebtedness represented by the Notes shall be transferred to the City's Bond and Interest Fund.

Moneys in the 2014 Project Fund shall be used to pay the costs associated with the Main Trafficway Project, costs of issuing the Notes, and to redeem and pay the Series 2013-1 Notes. Any moneys remaining in the 2014 Project Fund after completion of the Project shall be deposited in the 2014 Notes Principal and Interest Account and applied to pay principal of or interest on the Notes.

Moneys held in the funds and accounts created by this Resolution may be invested by the City in investments permitted by State law, in amounts and maturing at times that reasonably provide for moneys to be available when required in such funds or accounts. All interest earnings on such investment shall accrue to and become part of the fund or account.

SECTION 10. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form directed by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement, and to cause the registration and countersignature of the Notes, as required by this Resolution. The Notes have been sold to The Kansas State Bank, Ottawa, Kansas, (the "Original Purchaser"), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

SECTION 11. Sale of the Notes. The Notes shall be sold to the Original Purchaser, at a price equal to the principal amount of the Notes, plus accrued interest from the Dated Date to the date of delivery of the Notes, if any and any premium paid by the Original Purchaser. If requested by the Original Purchaser, the Mayor and City Clerk are authorized to execute a Purchase Agreement on behalf of the City with the Original Purchaser; such Purchase Agreement to be in such final form as may be agreed upon by the Governing Body and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements of the City contained here, shall constitute a contract between the City and the holders of the Notes (the "Owner"), and the Owner shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas as related to the Notes,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured by this Resolution shall have no right in any manner whatsoever to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right

hereunder, except in the manner provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of the Owners of any or all of the Notes then outstanding. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay the principal of and the interest on the Notes to the Owner thereof on the Maturity Date or any Redemption Date, or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy conferred by this Resolution upon an Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here or now or subsequently existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy, however given. No delay or omission of the Owner to exercise any right or power accruing shall be deemed acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision, or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 16) or future applicable Federal laws concerning tax-exempt obligations like the Notes. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City, consented to by 100% of the Owners as evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, which is filed with the City Clerk. The following modifications and amendments shall require written consent of 100% of the Owners:

- (A) Extension of the Maturity of any payment of principal or interest due on the Notes, or
- (B) A reduction in the amount which the City is required to pay by way of principal or interest on the Notes.

Amendments or modifications of the Notes not described in the preceding paragraph may be made by the City with the written consent of the Owners of not less than two-thirds of the principal amount of the Notes then outstanding.

Any and all amendments or modifications described by this Section shall be effective upon adoption of a resolution of the City authorizing such amendment or modifications. It shall not be necessary to note on any outstanding Notes a reference to such modification or amendment. A

certified copy of any such resolution shall be filed with the City Clerk and made available for inspection by the Owners or any prospective purchaser of a Note.

SECTION 15. Tax Covenants. The Governing Body of the City covenants that so long as the Notes remain outstanding and unpaid, it will not make or permit the use of the Note proceeds in a manner which, if such use had been reasonably expected on the date of the Notes were issued and delivered, would cause Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”). The City will comply with all applicable requirements of Section 148 of the Code and rules and regulations of the United States Treasury Department issued there under for so long as the Notes remain outstanding and unpaid. The Governing Body hereby further covenants to take all such action in its power as may be required from time to time in order to assure that interest on the Notes remains excluded from gross income for purposes of federal income taxation, 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.

SECTION 16. Designation as Qualified Tax-Exempt Obligations. The Governing Body of the City designates the Notes as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 17. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 18. Note Purchase Agreement; Further Authority. The City and its officers, agents and employees are authorized and directed to execute a Note Purchase Agreement, in substantially the form presented with this Resolution between the City and the Original Purchaser and to further take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to issue the Notes and carry out the intent of this Resolution, including final certificates required to be included in the official transcript of proceedings relating to the authorization and issuance of the Notes, all without further authorization from the Governing Body.

SECTION 19. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas
this 14th day of August, 2014.

APPROVED AND SIGNED by the Mayor

CITY OF OSAWATOMIE, KANSAS

By _____
L. Mark Govea, Mayor

[Seal]

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 August 14, 2014, 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, there came on for consideration and discussion the following:

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2014-1 OF THE CITY OF OSAWATOMIE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$700,000 TO PROVIDE FUNDS TO REFINANCE NOTES OF THE CITY ISSUED TO PAY A PORTION OF THE COSTS OF CONSTRUCTING CERTAIN PUBLIC BUILDING IMPROVEMENTS AND FINANCING A PORTION OF THE MAIN TRAFFICWAY IMPROVEMENTS IN THE CITY; AND ESTABLISHING THE TERMS AND CONDITIONS OF SUCH TEMPORARY NOTES.

The Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. _____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the August 14, 2014, meeting of the Governing Body of the City of Osawatomie, Kansas.

[Seal]

Ann Elmquist, City Clerk

Dated as of August 28, 2014
Executed for delivery this 14th day of August, 2014

NOTE PURCHASE AGREEMENT

CITY OF OSAWATOMIE, KANSAS
439 Main St.
P.O. Box 37
Osawatomie, Kansas 66064

Ladies and Gentlemen:

The Kansas State Bank, Ottawa, Kansas (the “Original Purchaser”) offers to enter into this Note Purchase Agreement, executed and delivered the date set forth above, with the Governing Body of the City of Osawatomie, Kansas (the “Issuer”), with respect to the purchase by the Original Purchaser from the Issuer of \$700,000 aggregate principal amount of the Issuer’s General Obligation Temporary Notes, Series 2014-1, dated August 28, 2014 (the “Notes”).

This offer is made subject to your acceptance hereof and, upon such acceptance, this Note Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Original Purchaser.

The Notes are being issued for the purpose of (1) refinancing the Issuer’s General Obligation Temporary Notes, Series 2013-1, which financed the acquisition and renovation of an existing building to be used as a new police station, including construction of an addition to the building, acquisition and relocation of an existing building for construction of a public parking facility and related improvements and the renovation and repair of the current police station space in City Hall for use as a council chamber and municipal court room, (2) financing a portion of the costs for certain street improvements in the City and (3) to pay the costs of issuance of the Notes.

The Notes are issued pursuant to a certain Resolution adopted by the Issuer on August 14, 2014 (the “Resolution”).

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Original Purchaser:

(A) The Issuer is a duly organized and existing municipality of the State of Kansas. The Issuer has, to the best of its knowledge and belief, in all pertinent respects, complied with the Constitution and laws of the State of Kansas, has full legal right, power and authority to enter into this Note Purchase Agreement, and has authorized the issuance,

sale and delivery of the Notes and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated hereby.

(B) The adoption of the Resolution and the execution and delivery of this Note Purchase Agreement and the Notes, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(C) To the Issuer's knowledge, there is no action, suit, proceedings, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Resolution, this Note Purchase Agreement, or which, in any way, would adversely affect the validity or enforceability of the Notes, the Resolution, this Note Purchase Agreement, or any agreement or instrument to which the Issuer is a party, used or contemplated for use in the consummation of the transactions contemplated by this Note Purchase Agreement or the Resolution.

(D) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Original Purchaser shall be deemed a representation by the Issuer to the Original Purchaser as to the truth of the statements therein made.

(E) The Issuer acknowledges and agrees that: (i) the primary role of the Original Purchaser, as an Original Purchaser, is to purchase the Notes in an arms-length commercial transaction between the Issuer and the Original Purchaser, (ii) the Original Purchaser has financial and other interests that differ from those of the Issuer, (iii) the Original Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated herein and the discussions, undertakings and proceedings in connection therewith (irrespective of whether the Original Purchaser has provided advice concerning the structure, timing, terms and other similar matters concerning the Notes or other services, or is currently providing other services to the Issuer on other matters), (iv) the only obligations the Original Purchaser has to the Issuer with respect to the transaction contemplated herein are expressly set forth in this Agreement, and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE NOTES; REPRESENTATIONS OF ORIGINAL PURCHASER

On the basis of the representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, at the closing time stated below (the “Closing Time”), the Issuer agrees to sell to the Original Purchaser, and the Original Purchaser agrees to purchase from the Issuer, the Notes at an aggregate purchase price of \$700,000, plus accrued interest from the dated date of the Notes to the date of payment and delivery, if any.

The Original Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluation investment merit and risks associated with its purchase of the Notes. The Original Purchase has been furnished and has reviewed the provisions of the Note Resolution relating to the authorization and security for payment of the Notes. Prior to the execution hereof, the Original Purchase also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information, materials and the Original Purchaser’s investigation, the Original Purchaser has made the decision to purchase the Notes and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Notes.

The Original Purchaser is purchasing the Notes as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the 1933 Securities and Exchange Act. The Original Purchaser acknowledges that (1) the Notes will not be registered under the 1933 Act or any applicable state securities law and (2) no official statement or other offering document has been prepared in connection with the sale of the Notes.

The Notes shall mature, shall bear interest at the rates and have the terms as set forth in Schedule I to this Note Purchase Agreement. Payment for the Notes shall be made in immediately available funds by wire transferred Federal Reserve funds, payable to the order of the Issuer against the delivery of the Notes in definitive form at the Closing Time, at Osawatomie, Kansas, or at such other place as may be agreed to by the Original Purchaser and the Issuer. The Closing Time for the Notes shall be 9:00 o’clock a.m., on Thursday, August 28, 2014, or at such other time and on such other date as may be agreed to by the Original Purchaser and the Issuer. If requested by the Original Purchaser, the Notes shall be made available for final delivery to the Original Purchaser through the Depository Trust Company, New York, New York at the Closing Time or the Notes may be delivered by physical delivery, as determined by the Issuer and the Original Purchaser. The Issuer shall pay all costs of issuing the Notes at the Closing Time or as the same may become due in accordance with their terms from funds deposited in the accounts created by the Resolution.

SECTION 3. CONDITIONS OF THE ORIGINAL PURCHASER’S OBLIGATIONS

The obligation of the Original Purchaser to purchase and pay for the Notes will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the accuracy of

the statements of the Issuer made pursuant to the provisions hereof, to the performance by the Issuer of its obligations hereunder and to the following additional conditions precedent:

(A) The Resolution delivered to the Original Purchaser by the Issuer shall have been duly approved and executed by the appropriate officials of the Issuer, and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Original Purchaser, and there shall be in full force and effect such other resolutions and ordinances of such parties as in the opinion of Bond Counsel shall be necessary and appropriate in connection with the issuance of the Notes and with the transactions contemplated thereby.

(B) At the Closing Time, the Original Purchaser shall receive in form and substance satisfactory to it:

(1) The approving opinion of Bond Counsel;

(2) A certificate or certificates, in form and substance satisfactory to the Original Purchaser, of an authorized officer(s) of the Issuer, dated the date of closing, to the effect that:

(a) each of the representations and warranties of the Issuer as set forth in Section 1 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Note Purchase Agreement, to be complied with at or prior to the Closing Time, has been complied with as of such time,

(b) no litigation is pending, or to the knowledge of the signer(s) of such certificate or certificates, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Notes, or in any way contesting or affecting any authority for or the validity of the Notes, the Resolution or this Note Purchase Agreement or the creation and existence or the powers of the Issuer, and that none of the proceedings or authority for the issuance of the Notes has been repealed, revoked or rescinded,

(5) A copy of the Resolution;

(6) Such additional certificates, opinions, or documents as Bond Counsel or the Original Purchaser may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

(C) Subsequent to the Issuer's acceptance of this Note Purchase Agreement:

(1) There shall have not occurred any change, or any development involving a prospective change in or affecting particularly the business or properties

of the Issuer, which, in the judgment of the Original Purchaser, materially impairs the investment quality of the Notes, or

(2) The market price of the Notes, or the market price of general credit obligations issued by the United States or political subdivisions thereof, or the market price of general obligations of the character of the Notes shall (in the reasonable opinion of the Original Purchaser) not have been materially and adversely affected by reason of:

(a) legislation enacted by the Congress, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or

(b) a decision rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or

(c) an order, ruling or regulation made by the Treasury Department of the United States or the Internal Revenue Service, in each such case with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon such interest as would be received by the owners of the Notes, or

(d) the United States shall have become engaged in an outbreak of armed hostilities which result in the declaration of a national emergency.

(3) Trading in securities generally on the New York Stock Exchange shall not have been suspended, minimum prices shall not have been established on such Exchange, nor a banking moratorium declared either by Federal or Kansas authorities, or

(4) No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced nor shall any legislation have been enacted by the Congress, with the purpose or effect of prohibiting the issuing, offering or sale of the Notes as contemplated hereby.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Original Purchaser contained in this Note Purchase Agreement or if the obligations of the Original Purchaser shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Original Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 4. DEFAULT OF THE ORIGINAL PURCHASER

If the Original Purchaser defaults in its obligation to purchase the Notes hereunder, this Note Purchase Agreement may be terminated by the Issuer without further liability on the part of the Issuer.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Issuer hereunder shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Original Purchaser and shall survive delivery of the Notes.

SECTION 6. PARTIES IN INTEREST

This Note Purchase Agreement has been and is made solely for the benefit of the Original Purchaser and the Issuer and its successors and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Note Purchase Agreement. The terms “successors” and “assigns” shall not include any purchaser of the Notes from the Original Purchaser merely because of such purchase.

SECTION 7. NOTICE

All communications hereunder shall be in writing, and if sent to the Issuer, shall be mailed or delivered and confirmed to the address shown on the first page hereof and, if sent to the Original Purchaser, shall be mailed or delivered and confirmed to the Original Purchaser as follows:

The Kansas State Bank
236 Main Street
P.O. Box 720
Ottawa, KS 66067

SECTION 8. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and may not be assigned by the Issuer or the Original Purchaser.

SECTION 9. COUNTERPARTS

This Note Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank]

If the foregoing is in accordance with the Issuer's understanding of the agreement between the Issuer and the Original Purchaser, please sign and return to the undersigned the enclosed duplicate hereof, whereupon it will constitute a binding agreement between the Issuer and the Original Purchaser in accordance with its terms.

The Kansas State Bank

By _____
Blake C. Jorgensen, Executive Vice President

ACCEPTED AND APPROVED on August 28, 2014.

CITY OF OSAWATOMIE, KANSAS

By _____
L. Mark Govea, Mayor

[Seal]

ATTEST:

By _____
Ann Elmquist, City Clerk

SCHEDULE I

\$700,000
CITY OF OSAWATOMIE, KANSAS
TEMPORARY IMPROVEMENT NOTES
SERIES 2014-1
Dated Date: August 28, 2014

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
10/01/2015	\$700,000.00	1.00%	PAR

Interest payable at maturity or earlier redemption.

Optional Redemption: At the option of the City, the Notes may called for redemption prior to maturity, in whole or in part, on April 1, 2015 or any time thereafter, at a redemption price of 100% of the principal amount called for redemption, plus accrued interest thereon to the redemption date.

City of Osawatomie, Kansas

General Obligation Renewal Temporary Notes

Series 2014-1 (Final)

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City of Osawatomie, Kansas

General Obligation Renewal Temporary Notes

Series 2014-1 (Final)

Total Issue Sources And Uses

Dated 08/28/2014 | Delivered 08/28/2014

	Police & City Hall	Main Street	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$590,000.00	\$110,000.00	\$700,000.00
Issuer Contribution - Interest Due on 2013-1 Notes	10,035.74	-	10,035.74
Issuer Contribution - Principal Due on 2013-1 Note	13,080.00	-	13,080.00
Total Sources	\$613,115.74	\$110,000.00	\$723,115.74
Uses Of Funds			
Costs of Issuance	11,024.57	2,055.43	13,080.00
Redemption of Notes/Deposit to Project Construction Fund	590,000.00	110,000.00	700,000.00
Interest Due on 2013-1 Notes	10,035.74	-	10,035.74
Rounding Amount	2,055.43	(2,055.43)	-
Total Uses	\$613,115.74	\$110,000.00	\$723,115.74

City of Osawatomie, Kansas

General Obligation Renewal Temporary Notes

Series 2014-1 (Final)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/28/2014	-	-	-	-
10/01/2015	700,000.00	1.000%	7,641.66	707,641.66
Total	\$700,000.00	-	\$7,641.66	\$707,641.66

Yield Statistics

Bond Year Dollars	\$764.17
Average Life	1.092 Years
Average Coupon	0.9999991%
Net Interest Cost (NIC)	0.9999991%
True Interest Cost (TIC)	0.9970573%
Bond Yield for Arbitrage Purposes	0.9970573%
All Inclusive Cost (AIC)	2.7410562%

City of Osawatomie, Kansas

General Obligation Renewal Temporary Notes

Series 2014-1 (Final)

Proof Of Bond Yield @ 0.9970573%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/28/2014	-	1.0000000x	-	-
10/01/2015	707,641.66	0.9892012x	700,000.00	700,000.00
Total	\$707,641.66	-	\$700,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$700,000.00
Original Issue Proceeds	\$700,000.00

City of Osawatomie, Kansas

General Obligation Renewal Temporary Notes
Series 2014-1 (Final)

Detail Costs Of Issuance

Dated 08/28/2014 | Delivered 08/28/2014

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$7,000.00
Bond Counsel	\$5,200.00
Kansas Attorney General	\$250.00
State Treasurer	\$630.00
TOTAL	\$13,080.00



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 14, 2014

AGENDA ITEM: Vehicle Purchases

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: I am requesting that the City Council approve the purchase of the following vehicles from State and Federal surplus.

2006 CHEVY COLORADO 2WD, REG CAB

28,571 MILES

\$9,500 – down from \$10,000

3.5L I-5 ENGINE

AM/FM RADIO, CRUISE CONTROL, TILT WHEEL



2007 FORD RANGER XL 2WD, REG CAB

34,986 MILES

\$9,800 – down from \$10,000

3.0L V6 ENGINE

AM/FM RADIO, CRUISE CONTROL, TILT WHEEL



2007 DODGE DURANGO SXT 4X4

63,484 MILES

\$11,500

4.7L V8 ENGINE

7 PASSENGER, ALL POWER, RUNNING BOARDS

TILT, CD PLAYER, CRUISE, TINTED WINDOWS



The three vehicles will be purchased out of the CIP Fund which has \$30,000 budgeted for vehicles every year. The total for these vehicles will be \$30,800. Although, I can purchase the two smaller vehicles under my purchasing authority, the Durango is slightly above, so I am bringing all three vehicles to you for your consideration.

Chief Stiles and Andy Haney went to surplus to inspect the two smaller vehicles and found the Durango. They are satisfied with the quality and the price and believe they both would be good purchases.

The plan is to use the Durango for the Public Works & Utilities Director, one of the smaller vehicles for the Codes Officer/Meter Reader, and the third to replace one of our existing smaller trucks or to be used for the Building Official, depending on what changes are made in animal control.

The prices, mileage and quality were too good of a deal for us to pass up. And they meet several of our needs as a City. For example, we don't have an efficient vehicle that can comfortably haul over 3 people to a conference or training. Right now we end up taking half ton or larger vehicles with large V-8 engines for training. Having the Durango as a Director's vehicle gives us some options in this area.

We have these three vehicles on hold through tomorrow, Friday August 15.

COUNCIL ACTION NEEDED: Review and discuss.

STAFF RECOMMENDATION TO COUNCIL: Approve the proposed vehicle expenditures.