

**OSAWATOMIE CITY COUNCIL**

**REVISED AGENDA**

November 20, 2014

6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
  - A. Approve November 20 Agenda
  - B. **2014 Standard Traffic Ordinance** – corrections to the ordinance from Nov 13
  
6. Presentations; Comments from the Public
  - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor*
  
7. Public Hearings – None.
  
8. Unfinished Business
  - A. Resolutions to Condemn Certain Properties
    1. 345 Parker
    2. 403 Chestnut
    3. 715 Chestnut
    4. 812 South Street
    5. 901 Chestnut
    6. 1006 5<sup>th</sup> Street
  
  - B. Union Pacific Sales Agreement
  
9. New Business
  - A. Appointments – None
  - B. Proposed Budget Amendments
  - C. Proposed Utility Rates and Fees
  
10. Council Reports
11. Mayor's Report
12. City Manager's Report
13. Executive Session(s)
14. Other Discussion/Motions
15. Adjournment

*REGULAR MEETING CANCELLED – December 11, 2014*

*NEXT REGULAR MEETING – December 18, 2014*

ORDINANCE NO. 3725

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF OSAWATOMIE, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES” EDITION OF 2014; AMENDING CHAPTER 14, ARTICLE 1, OF THE CITY OF OSAWATOMIE MUNICIPAL CODE; AND REPEALING EXISTING PROVISIONS.

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

SECTION ONE: Article 1 of Chapter 14 of the City of Osawatomie Municipal Code is hereby amended to read as follows:

**14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE.** There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Osawatomie, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” Edition of 2014, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by the Code of the City of Osawatomie,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**14-102. SAME; AMENDMENTS.** Section 33 of the Standard Traffic Ordinance as adopted is amended to read as follows:

**Sec. 33. Maximum Speed Limits.**

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:
- (1) In any business district, 20 miles per hours;
  - (2) In any urban district, 30 miles per hour;
  - (3) On any separated multilane highway, as designated and posted by the secretary of transportation 70 miles per hour;
  - (4) On any county or township highway, 55 miles per hour; and

- (5) On all other highways, 65 miles per hour.
- (b) No person shall drive a school bus to or from school, or interschool or intra-school functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities. (K.S.A. Supp. 8-1558)
- (c) The maximum speed limits in this section may be altered as authorized in K.S.A 8-1559 and K.S.A 8-1560, and amendments thereto.
- (d) The Governing Body having determined upon the basis of a traffic investigation that the speed limits permitted under state law and Section 33 of the Standard Traffic ordinance are less than reasonable and safe on some streets and are more than reasonable and safe on other streets, and does determine and declare that the speed limit (except when a special hazard exists that requires lower speed for compliance with Section 32) on the streets hereinafter set forth be the limits specified in this section, and no person shall drive a vehicle at a speed in excess of such maximum limits:
  - (1) Speed not in excess of 20 miles per hour shall be lawful on the following streets:
    - (A) Main Street between 15th Street and 18th Street.

**14-103. SAME; AMENDMENTS.** Section 93 of the Standard Traffic Ordinance as adopted is amended to read as follows:

**Sec. 93. Parking Disabled and Other Vehicles.**

- (a) No person shall park or store any farm machinery, trailer or semi-trailer of any kind, or parts of the same, or any dead, damaged or disabled motor vehicle or farm machinery, trailer or semi-trailer of any kind, in the roadway of any highway, or between the property line or sidewalk and the curb line of any street. No person shall park or store any operable motor vehicle between the property line or sidewalk and the curb line of any street except on a designated driveway.
- (b) A person shall not use the public highway to abandon vehicles or use the highway to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leaves a motor vehicle on a public highway or other property open to use by the public, the city having jurisdiction of such highway or other property open to use by the public, after 48 hours or when the motor vehicle interferes with public highway operations, may remove and impound the motor vehicle. (K.S.A. 8-1102)

**14-104. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory

provision that is classified as a traffic infraction in K.S.A. 8-2118.

- (b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses. (Ord. 3632, Sec. 5; Code 2008)

**14-105. PENALTY FOR SCHEDULED FINES.** The fine for violation of an ordinance traffic infraction or any other traffic offense shall be established by the Municipal Judge. (Code 2008)

**14-106. AMENDMENTS.** Section 23 of the Standard Traffic Ordinance as adopted is amended to read as follows:

**Sec. 23. Accident Involving Death or Personal Injuries; Penalties.**

- (a) The driver of any vehicle involved in an accident resulting in injury *to*, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.
- (b) A person who violates subsection (a) when an accident results in:
- (1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.
  - (2) Injury to any person or total property damages in excess of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.
- (c) The driver shall comply with the provisions of section 26.1. (K.S.A. Supp. 8-1602)

**14-107. AMENDMENTS.** Section 200 of the Standard Traffic Ordinance as adopted is amended to read as follows:

**Sec. 200. Motor Vehicle Liability Insurance.**

- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle:
- (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f);
  - (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school;

- (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or
  - (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (d)
  - (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall transmit a copy of the insurance verification form prescribed by the secretary of revenue with the copy of the citation transmitted to court.
  - (2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.
- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable

electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.

- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 nor more than \$1,000 or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one year, or both such fine and imprisonment. (K.S.A. Supp. 40-3104)

**SECTION THREE: EXISTING SECTION REPEALED.** Chapter 14, Article 1 of the Code of the City of Osawatomie as adopted prior to the passage of this Ordinance is hereby repealed.

**SECTION FOUR: EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 20<sup>th</sup> day of November, 2014.

APPROVED AND SIGNED by the Mayor.

\_\_\_\_\_  
L. Mark Govea, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Ann Elmquist, City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 20, 2014

**AGENDA ITEM:** **Condemnation of Properties from November 13, 2014 Hearing**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** At its November 13 Meeting, the City Council held a public hearing on six properties recommended for condemnations. Based upon this hearing, six resolutions have been drafted to condemn the properties and begin the process of notifying owners to fix the properties or tear them down.

Below are the remaining steps in the process from the hearings to the possible demolition of properties.

### Remaining Procedure for Condemnations

1. At the date set for the hearing the Governing Body hears all evidence submitted by the owner, the owner's agent, lienholders of record and occupants having an interest in the structure as well as evidence submitted by the enforcing officer filing the statement.
2. Governing Body makes findings. If the Governing Body finds that the structure is unsafe or dangerous such resolution shall direct the structure to be repaired or removed and the premises made safe and secure. If the Governing Body finds that the property is abandoned, the governing body may authorize the rehabilitation of the property as provided by K.S.A. 12 1756a.
3. Resolution containing findings is published once in the official city paper and a copy mailed to the owners, agents, lienholders of record and occupants in the same manner provided for the notice of hearing, i.e., certified mail within three days of the publication of the Resolution to last known address marked as "deliver to addressee only."
4. Resolution should fix a reasonable time within which the repair or removal of the structure shall be commenced and a statement the if the owner of such structure fails

to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be repaired or razed and removed in the case of unsafe or dangerous structures or rehabilitated in the case of abandoned property.

5. If the owner fails to commence the repair or removal of the structure within the time stated in the resolution or has failed to diligently prosecute the same thereafter, the city may proceed to raze and remove such structure, make the premises safe and secure , or let the same to contract. The City shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay the costs of removing such structure and making the premises safe and secure. Any money is excess of the costs shall be paid to the owner of the premises upon which the structure was located.
6. The City shall give notice to the owner of the structure by restricted mail of the total costs incurred by the city in removing the structure and making the premises safe and secure and providing notice. The notice shall state that payment of such cost is due and payable within 30 days following receipt of such notice. If the cost is not paid with the thirty-day period and if there is not salvageable material or if money received from the sale, the balance shall be collected in the manner provided by K.S./A 12-1,115 or assessed as a special assessment against the lot or parcel. See 12-1755 for procedure.

### **Proposed Condemnations**

Resolutions are included for the following properties that had a hearing on November 13, 2014.

345 Parker	403 Chestnut	715 Chestnut	812 South Street
901 Chestnut	1006 5 <sup>th</sup> St.		

**COUNCIL ACTION NEEDED:** Consider each proposed resolution and make any necessary modifications.

**STAFF RECOMMENDATION TO COUNCIL:** Vote on each resolution as presented.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT LOT 19, IN BLOCK 25, IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS, THENCE EAST 7 FEET, THENCE NORTH 75 FEET, THENCE WEST 7 FEET TO THE WEST LINE OF LOT 19, THENCE SOUTH 75 FEET TO PLACE OF BEGINNING; COMMONLY KNOWN AND REFERRED TO AS 345 PARKER STREET, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatomie, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11<sup>th</sup> day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17th day of September, 2014 and on the 24<sup>th</sup> day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City. The following parties in interest failed to appear or appeared and did not present evidence: Miami County Kansas, the owner.

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

1. The Governing Body hereby finds that the structure located at Lot 19, in Block 25, in the City of Osawatomie, Miami County, Kansas, thence East 7 feet, thence North 75 feet, thence West 7 feet to the West line of Lot 19, thence South 75 feet to place of beginning; commonly known and referred to as **345 Parker Street**, Osawatomie, Kansas, is unsafe and dangerous based on the following findings:
  - a. The structure is dilapidated and beyond repair.
  - b. The structure is unsecured and filled with trash and personal items.
  - c. Most of the electrical and plumbing fixtures have been removed from the structure.

Ordinance No. \_\_\_\_-Continued

- d. The structure has a large hole in the west exterior wall near the chimney and the siding and framing members are rotten in that area.
  - e. The garage is unsecured and the south fence on the property has fallen down.
2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.
3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT LOT 6, AND THE EAST HALF OR LOT 5, IN BLOCK 2, OR MARTIN'S RE-SURVEY ADDITION TO THE CITY OF OSAWATOMIE AS PER RECORDED PLAT OF SAID ADDITION, EXCEPT A STRIP OF GROUND BEGINNING 55 FEET WEST OF THE SOUTHEAST CORNER OF LOT 6, THENCE NORTHERLY 5 ½ FEET, THENCE EAST 27 ½ FEET TO A POINT ON THE SOUTH LINE OF LOT 6, THENCE TO THE PLACE OF BEGINNING; ALSO A TRIANGULAR STRIP OF GROUND BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LOT 6 THENCE SOUTHERLY 7 ½ FEET, THENCE WESTERLY 55 FEET TO A POINT ON LOT 5 THENCE EASTERLY TO PLACE OR BEGINNING. SAID LINE MARKED & ESTABLISHED BY PARTIES OF THE FIRST AND SECOND PART AND MARKED BY CONCRETE POST ON THE WEST LINE OF 4<sup>TH</sup> STREET, IN MIAMI COUNTY, KANSAS; COMMONLY KNOWN AT **403 CHESTNUT**, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatome, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11<sup>th</sup> day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17<sup>th</sup> day of September, 2014 and on the 24<sup>th</sup> day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City and Willis Graves, 409 Chestnut, Osawatome, Kansas. The following parties in interest failed to appear or appeared and did not present evidence: William A. Monthey, the owner.

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

1. The Governing Body hereby finds that the structure located at Lot 6, and the East Half or Lot 5, in Block 2, or Martin's Re-Survey Addition to the City of Osawatome as per

recorded plat of said addition, except a strip of ground beginning 55 feet West of the Southeast corner of Lot 6, thence Northerly 5 ½ feet, thence East 27 ½ feet to a point on the South line of Lot 6, thence to the place of beginning; Also a triangular strip of ground beginning at a point at the Southeast corner of Lot 6 Thence Southerly 7 ½ feet, thence Westerly 55 feet to a point on Lot 5 thence Easterly to place or beginning; Said line marked & established by parties of the first and second part and marked by concrete post on the West line of 4<sup>th</sup> Street, in Miami County, Kansas and commonly known and referred to as **403 Chestnut**, Osawatomie, Kansas, is unsafe and dangerous based on the following findings:

- a. The structure is dilapidated and beyond repair.
- b. The structure is unsecured.
- c. The lot is overgrown with vines and tress and the owner has not cared for the property for almost 10 years.
- d. The masonry chimney on the north side of the home is pulling away from the house appears to be in danger of collapse.
- e. The roof has been leaking and is causing floor failure below the leaking areas.
- f. Mold is growing on walls and the ceiling.
- g. The front porch has a hole in the roof and has partially fallen in.
- h. The neighbor has complained about the structure harboring wild animals, creating a nuisance for his property.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

Ordinance No. \_\_\_\_-Continued

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas  
this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT PART OF LOT 3 BLOCK 3, J.C. CHESTNUT'S ADDITION, EXCEPT A STRIP OF LAND 30 FEET WIDE, ADJOINING AND ADJACENT TO THE MISSOURI PACIFIC RAILWAY RIGHT OF WAY ACROSS SAID LOT 3, CITY OF OSAWATOMIE; PART OF LOT 2, BLOCK 3, J.C. CHESTNUT'S AUDITION TO OSAWATOMIE, EXCEPT A STRIP OF LAND 30 FEET WIDE, ADJOINING AND ADJACENT TO THE MISSOURI PACIFIC RAILWAY RIGHT OF WAY ACROSS SAID LOT 2, CITY OF OSAWATOMIE; COMMONLY KNOWN AND REFERRED TO AS 715 CHESTNUT, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatome, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11th day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17th day of September, 2014 and on the 24<sup>th</sup> day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City. The following parties in interest failed to appear or appeared and did not present evidence: William G. Smith & John S. Snyder, the owners.

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

1. The Governing Body hereby finds that the structure located at Part of Lot 3 Block 3, J.C. Chestnut's Addition, except a strip of land 30 feet wide, adjoining and adjacent to the Missouri Pacific Railway right of way across said Lot 3, City of Osawatome; Part of Lot 2, Block 3, J.C. Chestnut's Audition to Osawatome, except a strip of land 30 feet wide, adjoining and adjacent to the Missouri Pacific Railway right of way across said Lot 2, City of Osawatome; commonly known and referred to as **715 Chestnut**, Osawatome, Kansas, is unsafe and dangerous based on the following findings:

- a. The structure is dilapidated and beyond repair.
- b. The structure has been uninhabited for several years.
- c. The hot water heater has been removed.
- d. The air conditioning unit has been removed.
- e. The interior walls have been stripped to the studs.
- f. Skirting around the trailer has been removed
- g. The lot needs to be mowed.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT LOT SIXTEEN (16), BLOCK FOUR (4), J.C. CHESTNUT'S ADDITION TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; COMMONLY KNOWN AND REFERRED TO AS 812 SOUTH STREET, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatome, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11th day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17th day of September, 2014 and on the 24th day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City. The following parties in interest failed to appear or appeared and did not present evidence: Cody R. McMullen and Melinda McMullen, the owner.

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

1. The Governing Body hereby finds that the structure located at Lot Sixteen (16), Block Four (4), J.C. Chestnut's Addition to the City of Osawatome, Miami County, Kansas; commonly known and referred to as **812 South Street**, Osawatome, Kansas, is unsafe and dangerous based on the following findings:

- a. The structure is dilapidated and beyond repair.
- b. The structure is unsecured.
- c. The trailer skirt is missing in several areas.
- d. Stair are missing from one entrance.
- e. Interior is in disrepair.
- f. Needs electric service cut off, and gas service abandoned.



g. Recently sold to current owner who plans to remove the trailer without a replacement.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

---

Ann Elmquist  
City Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT THE LOT 1, IN BLOCK 2, ROBERT'S SECOND ADDITION, A SUBDIVISION IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; ACCORDING TO THE RECORDED PLAT THEREOF; COMMONLY KNOWN AND REFERRED TO AS 901 CHESTNUT, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatomie, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11th day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17th day of September, 2014 and on the 24<sup>th</sup> day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City. The following parties in interest failed to appear or appeared and did not present evidence: Randall S. Page, the owner.

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

1. The Governing Body hereby finds that the structure located at The Lot 1, in Block 2, Robert's Second Addition, a subdivision in the City of Osawatomie, Miami County, Kansas; according to the recorded plat thereof; commonly known and referred to as **901 Chestnut**, Osawatomie, Kansas, is unsafe and dangerous based on the following findings:

- a. The structure is dilapidated and beyond repair.
- b. Many broken windows covered with plywood from inside.
- c. Porch/deck is in disrepair.
- d. Walkway to front entrance over a drainage way with dangerous and unstable bridge.
- e. No building permit has been requested for the property.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

---

Ann Elmquist  
City Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT LOT NINE (9), IN BLOCK ONE (1), MARTINS SECOND ADDITION TO THE CITY OF OSAWATOMIE; COMMONLY KNOWN AND REFERRED TO AS 1006 FIFTH STREET, OSAWATOMIE, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Osawatomie, Kansas, did on the 11th day of September, 2014, file with the Governing Body of said City a statement in writing that a certain structure, hereinafter described was abandoned or unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 685, dated the 11th day of September, 2014, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties in interest of such structure would appear and show cause why such structure should not be condemned and ordered repaired or demolished and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 685 was published in the official City newspaper on the 17th day of September, 2014 and on the 24<sup>th</sup> day of September, 2014, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of November, 2014, the Governing Body did conduct the hearing scheduled in Resolution No. 685 and took evidence from the following: the Enforcing Officer on behalf of the City. The following parties in interest failed to appear or appeared and did not present evidence: Robert Dean Arehart, the owner.

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

1. The Governing Body hereby finds that the structure located at Lot Nine (9), in Block One (1), Martins Second Addition to the City of Osawatomie; commonly known and referred to as **1006 5<sup>th</sup> Street**, Osawatomie, Kansas, is unsafe and dangerous based on the following findings:

- a. The structure is dilapidated and beyond repair.
- b. The structure is unsecured.
- c. The roof leaks badly in several areas and is causing floor failure in those areas.
- d. Mold is growing on walls and the ceiling.
- e. Ceiling covering has fallen down in many areas.
- f. Holes have been knocked into walls.
- g. It appears that someone may have recently been illegally living in the home.

2. The owner of such structure is hereby directed to commence the removal of the property within 14 days from the date of publication of this resolution (not later than the 10th day of December, 2014), and to have the removal completed within 30 days of the commencement. Provided, that upon due application by the owner and for good cause shown, the Governing Body, in its sole discretion, may grant the owner additional time to complete the removal of the property.

3. If the owner fails to commence the repair of the structure within the time stated herein, or any additional time granted by the Governing Body, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1755, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 20<sup>th</sup> day of November, 2014, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

---

L. Mark Govea  
Mayor

(SEAL)

ATTEST:

---

Ann Elmquist  
City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 20, 2014

**AGENDA ITEM:** Trail Purchase Agreement

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** In August 2013, the Union Pacific Railroad requested abandonment of its rail in the City of Osawatomie from Milepost 335.0 to 335.5, a total distance of 0.50 miles. The City, with guidance from the Kanza Rail-Trails Conservancy, applied for this section to be rail-banked for trail use, rather than to have it outright abandoned. We applied to the Surface Transportation Board for approval and received it, subject to an agreement on the transfer of the property.

Since October of 2013, we have been in negotiations with the Union Pacific for this property. The final negotiations resulted in the Union Pacific accepting \$12,000 for the property in an as-is condition. The City was considering not paying that price, but the Kanza Rail-Trails Conservancy stepped in and said they would pay that amount, subject to us giving control of the property to the Conservancy. We agreed to terms with the Conservancy and the Union Pacific in August and the attached purchase agreement is the result of that agreement.

The plan is for the City to purchase the property from the Union Pacific and then turn around and sell our interest in the property to the Kanza Rail-Trails Conservancy in the next couple of weeks. This was deemed to be the best course of action so as to not complicate purchase of the property with the Union Pacific.

**COUNCIL ACTION NEEDED:** Review the proposed sale agreement.

**STAFF RECOMMENDATION TO COUNCIL:** Authorize the Mayor and City Manager to execute the sale agreement with the Union Pacific Railroad.

## **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of November, 2014 ("Execution Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **CITY OF OSAWATOMIE**, a municipal corporation of the State of Kansas, whose address is 439 Main Street, Osawatomie, Kansas 66064 ("Buyer"), WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

### **Section 1. Purchase and Sale of the Property.**

A. Seller hereby agrees to sell and Buyer hereby agrees to purchase, on the terms and conditions of this Agreement, all of Seller's right, title and interest in and to the real property in Miami County, Kansas, extending from Milepost 335.05 to Milepost 335.5 on Seller's Osawatomie Industrial Lead as shown on the print and described on **Exhibit A**, attached hereto and made a part hereof (the "Land"), together with other personal property, fixtures and improvements thereon, including without limitation, ballast, track, ties and culverts, to the extent owned by Seller (the "Personal Property"). The Land and the Personal Property are hereafter sometimes collectively called the "Property".

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Buyer, its successors or assigns.

B. The purchase and sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights whether or not of record or open and obvious on the ground.

### **Section 2. Purchase Price.**

The purchase price for the Property is TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) ("Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at Closing.

### **Section 3. Compliance with Trails Act.**

This Agreement is being entered into in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in the Decision

served August 19, 2013 by the Surface Transportation Board in STB Docket No. AB-33 (Sub-No. 313X) ("Trails Use Decision"), as extended by Decisions served on March 7, 2014 and August 13, 2014. After Closing, Buyer agrees to assume full responsibility for management of the Property and for any legal liability arising out of such transfer or use. If rail service on the Property is reactivated pursuant to the National Trails System Act, then Seller shall have the right to repurchase the Property for the then-current fair market value of the Property (including all improvements thereon) as determined by appraisal. The provisions of this Section 3 shall survive the Closing and the delivery of the Deed.

#### **Section 4. Conditions Precedent to Sale.**

This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

A. **Feasibility Studies.** Commencing on the Execution Date and continuing to and including November 21, 2014 ("Feasibility Review Period"), Buyer, and its agents and contractors, are granted the privilege of entering upon the Property for the purpose of performing environmental assessments, soil tests, engineering and feasibility studies of the Property as Buyer may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Property. If Buyer wishes to perform any environmental sampling, then Buyer shall (i) before conducting any sampling, provide Seller with Buyer's work plan for sampling and shall modify the work plan as reasonably requested by Seller, (ii) give Seller reasonable advance notice of the dates when sampling will be conducted so that Seller and/or its consultants have the opportunity to be present, (iii) conduct any sampling in accordance with the work plan referred to under (i) above and with generally accepted environmental engineering standards, and (iv) provide Seller with the draft report on such sampling for Seller's review and comments prior to the report being placed in final form, and give reasonable consideration to such comments.

If the results of such assessments, tests or studies are unsatisfactory in Buyer's reasonable opinion, Buyer may, at its option, terminate this Agreement by giving Seller written notice of termination before expiration of the Feasibility Review Period. If no such written notice of termination is given by Buyer to Seller before expiration of the Feasibility Review Period, the Property shall be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all environmental assessments, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports shall become the sole property of Seller without cost or expense of Seller (and the contents of such reports shall be kept confidential by Buyer and Buyer's consultants), this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. Regardless of whether this Agreement is terminated, Buyer shall promptly furnish Seller with a copy of any and all reports on environmental assessments performed for the benefit of Buyer.

Any entry on the Property by Buyer, its agents or contractors, for the purposes set forth in this Section 4.A shall be subject to the following terms and conditions:

- (i) Buyer shall notify Seller in writing at least forty-eight (48) hours prior to the



date that each and every of such testing or inspections are to be conducted on the Land and shall provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured;

(ii) To the extent it may lawfully do so, Buyer agrees to indemnify, defend and save harmless Seller and/or Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of Buyer, Buyer's agents, contractors, servants or licensees prior to Closing;

(iii) Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon said premises, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing;

(iv) If the sale and purchase of the Property does not close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Land, failing in which Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense of the work within thirty (30) days after rendition of bill therefor by Seller; and

(v) Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason, Buyer nevertheless shall be obligated to comply with the provisions of this Section 4.A.

B. Buyer's Approval. The terms and conditions of this Agreement are subject to approval by the Mayor and City Council of the City of Osawatomie ("City Council Approval"). Notice of approval or disapproval shall be given by Buyer to Seller before the end of the Feasibility Review Period. If the terms of this Agreement have not received City Council Approval before the end of the Feasibility Review Period, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

C. Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer before the Closing Date, and failure to give such notice shall be deemed notice of disapproval. If the terms of this Agreement are not approved for any

reason in accordance with Seller's Management Policy Statement before the end of the Feasibility Review Period, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

D. Trails Use Decision. In the event the Trails Use Decision applicable to the Property lapses, expires or is invalidated prior to Closing, this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

E. Joint Notice to Surface Transportation Board. At Closing and in accordance with the requirements of 49 C.F.R. 1152.29(h), Buyer and Seller agree to execute (i) a Joint Notice to the Surface Transportation Board certifying that this Agreement includes a provision requiring Buyer to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3) ("Joint Notice"), and (ii) a Statement of Willingness to Assume Financial Responsibility ("Statement of Willingness"), both in the form attached hereto as **Exhibit B** and made a part hereof.

## **Section 5. Closing.**

A. The sale and purchase of the Property shall close ("Close" or "Closing") on or before November 26, 2014 ("Closing Date"). Possession of the Property shall pass to Buyer on Closing. Buyer shall have no right to possession or occupancy of or entry upon any portion of the Property (except as set forth in Section 4.A) and title thereto shall be and remain vested in Seller until Closing.

B. At the Closing, Buyer shall deliver to Seller the Purchase Price and the following documents referenced in Section 6 as duly executed by Buyer:

- (i) Bill of Sale in the form of **Exhibit D**;
- (ii) Assignment and Assumption Agreement in the form of **Exhibit E**;  
and
- (iii) The Joint Notice and Statement of Willingness in the form of **Exhibit B** referred to in Section 4.E.

C. Seller shall deliver to Buyer the following documents referenced in Section 6 as duly executed by Seller:

- (i) Quitclaim Deed in the form of **Exhibit C**,
- (ii) Bill of Sale in the form of **Exhibit D**;
- (iii) Assignment and Assumption Agreement in the form of **Exhibit E**;  
and

- (iv) A copy of the fully executed Joint Notice and Statement of Willingness in the form of **Exhibit B**.

D. Seller shall pay Seller's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing.

E. At Closing, Buyer shall pay the following costs:

- (i) Buyer's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing;
- (ii) The cost of recording the Quitclaim Deed;
- (iii) The Kansas State real estate excise tax, if any; and
- (iv) The cost of the required state revenue stamps, if any.

#### **Section 6. Form of Quitclaim Deed; Bill of Sale.**

A. Title. Upon Closing as set forth in Section 5, Seller's right, title and interest in and to the Land shall be transferred by Seller to Buyer by a duly executed Quitclaim Deed in the form marked **Exhibit C**, attached hereto and hereby made a part hereof, and Seller's right, title and interest in the Personal Property shall be transferred by Seller to Buyer by Bill of Sale in the form of **Exhibit D**, attached hereto and made a part hereof. Title to the Land shall be free and clear of all liens, encumbrances, exceptions and reservations other than the following:

- (i) The mineral reservation set forth in Section 1.A;
- (ii) The Identified Licenses referred to in Section 7; and
- (iii) Non-delinquent real property taxes (whether general or special).

B. Mortgage. The Property is subject to that certain General (Income) Mortgage dated January 1, 1955, executed by Missouri Pacific Railroad Company (predecessor in interest to Seller) in favor of Manufacturer's Trust Company (now The Chase Manhattan Bank, corporate successor Trustee) and Charles Herman (now Donnell Reid, individual successor Trustee). It is understood and agreed that promptly upon Closing, application will be made to the Mortgage Trustee for the release of the Property from the lien of the Mortgage. Immediately upon receipt of the Partial Release, the same will be forwarded to Buyer. Seller agrees to indemnify and hold Buyer harmless against failure to provide such Partial Release.

#### **Section 7. Assignment of Leases and Licenses.**

A. Identified Licenses. Upon Closing, Seller shall assign to Buyer, and Buyer shall

assume, all of Seller's right, title and interest in and to the license and other agreements (the "Identified Licenses") listed on **Exhibit B to Exhibit E** attached hereto and made a part hereof, but only to the extent the Identified Licenses affect the Property. Such assignment and assumption shall be by duly executed Assignment and Assumption Agreement in the form attached hereto as **Exhibit E** and made a part hereof. Buyer acknowledges that rentals and other payments under the Identified Licenses, if any, will not be prorated between Seller and Buyer as of the Closing Date.

B. Unidentified Licenses. Buyer acknowledges that the Property may be subject to licenses and other third party rights that have not been identified by Seller to Buyer from Seller's review of its records. It is the responsibility of Buyer to determine if any unidentified rights exist. If any unidentified license that affects the Property is identified after the Execution Date, Seller's rights and obligations under such unidentified license will be assigned to and assumed by Buyer at or after Closing by Assignment and Assumption Agreement in the form of **Exhibit E**.

### **Section 8. Post-Sale Covenants.**

The Property shall be quitclaimed by Seller subject to the following covenants, conditions and restrictions which Buyer by the acceptance of the Quitclaim Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Fence Covenant. Buyer, at its sole cost and expense, shall install, within one hundred eighty (180) days after the date of delivery of the Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Seller adjacent to the southeast boundary of the Property as shown on the print attached as **Exhibit A**. The fencing or barrier must be of a design and type satisfactory to Seller, and in compliance with applicable building codes. Buyer shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Assistant Vice President-Real Estate (Folder No. 2786-57)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Seller shall complete such review and make appropriate response to Buyer within twenty (20) days after receipt of such plans by Seller. Seller shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

(c) Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing covenants, conditions and

restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Section 9. As Is; Release and Indemnity.**

A. As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad right-of-way purposes. Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

B. Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

C. Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS,

CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

D. General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

E. Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Buyer are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

## **Section 10. Notices.**

A. Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: UNION PACIFIC RAILROAD COMPANY  
 ATTN: Rick L. Harris, Manager – Real Estate (Folder No. 2786-57)  
 1400 Douglas Street, Mail Stop 1690  
 Omaha, Nebraska 68179  
 Telephone: (402) 544-8588

with copy to: UNION PACIFIC RAILROAD COMPANY  
 ATTN: Madeline Roebke, General Attorney  
 1400 Douglas Street, Mail Stop 1580  
 Omaha, Nebraska 68179  
 Telephone: (402) 544-1121

Buyer: CITY OF OSAWATOMIE  
 ATTN: Donald R. Cawby  
 439 Main Street  
 Osawatomie, Kansas 66064  
 Telephone: (913) 755-2146

with copy to: MARTIN PRINGLE LAW FIRM  
 ATTN: Richard S. Wetzler  
 6900 College Blvd., Suite 700  
 Overland Park, Kansas 66211  
 Telephone: (913) 491-5500

B. Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

**Section 11. Assignment.**

Buyer shall not transfer or assign this Agreement, or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

**Section 12. Waiver of Breach.**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**Section 13. Time of the Essence.**

Time is of the essence of this Agreement.

**Section 14. Law Governing.**

This Agreement shall be governed in all respects by the laws of the State of Kansas.

**Section 15. Merger.**

The terms, provisions, covenants and conditions herein contained shall merge into the deed to be delivered by Seller to Buyer at closing and shall not survive the closing of escrow, except for the provisions of Sections 3, 4.A, 7.B, 8, 9, 16 and 18.

**Section 16. No Brokers.**

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties hereto for brokerage commissions or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

**Section 17. Successors and Assigns.**

Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**Section 18. Certification of Non-Foreign Status.**

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as **Exhibit F**.

**Section 19. Not An Offer.**

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

**Section 20. Entire Agreement.**

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF OSAWATOMIE,  
a municipal corporation of the State of Kansas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



DATE	02/28/2014
BY	ELLEN
PROJECT	KS090010-278657.CIT
FILE NAME	

**LEGEND**

SALE AREA: [Red Hatched Box]

UPPER/LOWER R/W OUTLINED: [Dashed Line]

FENCE SHOWN: [Red Line]

**NOTE: BEFORE YOU BEGIN ANY WORK, SEE ADJACENT PROPERTY OWNERS FOR PERMITS.**

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

OSAWATOMIE, MIAMI COUNTY, KANSAS

M.P. 335.05 TO 335.15 - OSAWATOMIE, KANSAS

TO ACCOMPANY AGREEMENT WITH CITY OF OSAWATOMIE, KANSAS

SCALE: 1" = 200'

OFFICE OF REAL ESTATE

OSAWATOMIE, KANSAS

DATE: 11-6-2014

9.0B FILE: 0278657

**Union Pacific Railroad Company**

**Miami County, Kansas**

**Exhibit "A"**

All right, title and interest in and to that part of the Osawatomie Industrial Lead of the Union Pacific Railroad Company, formerly the St. Louis, Kansas and Arizona Railway Company, beginning at Mile Post 335.05 and ending at Mile Post 335.5 of said Osawatomie Industrial Lead, located in the South Half of Section 9, Township 18 South, Range 22 East of the 6<sup>th</sup> Principal Meridian, Miami County, Kansas.

Union Pacific Railroad Co.  
Real Estate Department  
Omaha, NE.

LD 0278675  
November 6, 2014

**EXHIBIT B**

\_\_\_\_\_, 20\_\_\_\_

**VIA E-FILE**

The Honorable Cynthia T. Brown  
 Chief, Section of Administration  
 Surface Transportation Board  
 395 E. Street, S.W., Room #100  
 Washington, DC 20423-0001

**JOINT NOTICE OF INTERIM TRAIL USE / RAIL BANKING AGREEMENT  
 BETWEEN UNION PACIFIC RAILROAD COMPANY AND  
 CITY OF OSAWATOMIE, KANSAS IN ACCORDANCE WITH 49 C.F.R. 1152.29(h)**

**Re: Abandonment of and Discontinuance of Service of a portion of the Osawatomie  
 Industrial Lead, Miami County, Kansas; STB Docket No. AB-33 (Sub-No. 313X)**

Dear Ms. Brown:

Union Pacific Railroad Company ("Union Pacific") and City of Osawatomie ("City") have entered into a trail use/rail banking agreement (the "Trail Use Agreement") covering the rail line from milepost 333.05 to milepost 333.5 in Miami County, Kansas on the Osawatomie Industrial Lead for a total distance of .45 miles (the "Line"). Attached to this Joint Notice as **Exhibit A** and made a part hereof is a map depicting an accurate description of the Line, including mileposts, that is the subject of said Trail Use Agreement. In accordance with the requirements of 49 C.F.R. 1152.29(h), Union Pacific and City hereby certify that the Trail Use Agreement includes provisions requiring the trail sponsor, City of Osawatomie, to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3). A copy of City's Statement of Willingness to Assume Financial Responsibility under the Trail Use Agreement is attached hereto as **Exhibit B** and is hereby made a part hereof.

Sincerely,

UNION PACIFIC RAILROAD COMPANY

\_\_\_\_\_  
 General Attorney

Sincerely,

CITY OF OSAWATOMIE

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

Enclosure

cc:

**EXHIBIT A TO  
JOINT NOTICE**



**EXHIBIT B TO**  
**JOINT NOTICE**

**City of Osawatomie's Statement of Willingness To Assume Financial Responsibility**

City of Osawatomie, through authorization by \_\_\_\_\_, acquired the Line as defined below on \_\_\_\_\_, 2014 under a Purchase and Sale Agreement between Union Pacific Railroad Company and City of Osawatomie dated \_\_\_\_\_, 2014.

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to the right-of-way owned by Union Pacific Railroad Company [see Discontinuance of Service AB-33 (Sub-No. 313X)], City of Osawatomie hereby represents to the Surface Transportation Board and Union Pacific Railroad Company that City of Osawatomie assumes responsibility for (1) managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify Union Pacific Railroad Company against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right of way. The right of way is known as Osawatomie Industrial Lead from milepost 335.05 to milepost 335.5, and extends for a total distance of .45 miles in Miami County, Kansas (the "Line"). The right-of-way is part of a line of railroad proposed for abandonment by Union Pacific Railroad Company in Docket No. STB AB-33 (Sub No. 313X). A map of the property depicting the right-of-way is attached hereto as **Exhibit A** and is hereby made a part hereof.

City of Osawatomie acknowledges that use of the right-of-way is subject to City of Osawatomie's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad on the same date it is being served on the Surface Transportation Board.

CITY OF OSAWATOMIE

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

Title: \_\_\_\_\_

Agreed to and Acknowledged by Union Pacific Railroad Company this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Title: \_\_\_\_\_

**EXHIBIT C**

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*Space Above Line for Recorder's Use Only*

2786-57

**QUITCLAIM DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2014, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, Grantor, and **CITY OF OSAWATOMIE**, a municipal corporation of the State of Kansas, whose post office address is 439 Main Street, Osawatomie, Kansas 66064, Grantee:

WITNESSETH, That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, by these presents does REMISE, RELEASE and QUITCLAIM unto Grantee, its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situated in the County of Miami, State of Kansas, more particularly described in **Exhibit A** hereto attached and hereby made a part hereof (the, "Property").

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the Property or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Fence Covenant. Grantee, at its sole cost and expense, shall install, within one hundred eighty (180) days after the date of delivery of this Deed, and thereafter maintain fencing or



other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the southeast boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Assistant Vice President-Real Estate (Folder No. 2786-57)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

(c) Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed by its authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

**Attest:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF OSAWATOMIE,  
a Kansas municipal corporation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF MIAMI     )

On \_\_\_\_\_, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, respectively, of the CITY OF OSAWATOMIE, a Kansas municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**EXHIBIT D**

**BILL OF SALE**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), for and in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby sell, transfer and deliver to **CITY OF OSAWATOMIE**, a Kansas municipal corporation ("Buyer"), its successors and assigns, the following described personal property, to wit:

All ballast, track, ties, culverts and other personal property, fixtures and improvements to the extent owned by Seller ("Personal Property") located on that certain property in Miami County, Kansas, and located on Seller's Osawatomie Industrial Lead, extending from Milepost 335.05 to Milepost 335.5, described in **Exhibit A** attached hereto and hereby made a part hereof.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE BUYER IS PURCHASING THE PERSONAL PROPERTY DESCRIBED ABOVE IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS.

IN WITNESS WHEREOF, the Seller and Buyer have each duly executed this instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF OSAWATOMIE,  
a Kansas municipal corporation**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Union Pacific Railroad Company**

**Miami County, Kansas**

**Exhibit "A"**

All right, title and interest in and to that part of the Osawatomic Industrial Lead of the Union Pacific Railroad Company, formerly the St. Louis, Kansas and Arizona Railway Company, beginning at Mile Post 335.05 and ending at Mile Post 335.5 of said Osawatomic Industrial Lead, located in the South Half of Section 9, Township 18 South, Range 22 East of the 6<sup>th</sup> Principal Meridian, Miami County, Kansas.

Union Pacific Railroad Co.  
Real Estate Department  
Omaha, NE.

LD 0278675  
November 6, 2014

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**EXHIBIT E**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to CITY OF OSAWATOMIE, a municipal corporation of the State of Kansas, ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the license agreements (the, "Licenses") to the extent the Licenses affect the real property ("Property") described in **Exhibit A**, which Licenses are listed on **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of Assignee's failure to comply with terms of the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

The assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF OSAWATOMIE,  
a Kansas municipal corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Union Pacific Railroad Company**

**Miami County, Kansas**

**Exhibit "A"**

All right, title and interest in and to that part of the Osawatomic Industrial Lead of the Union Pacific Railroad Company, formerly the St. Louis, Kansas and Arizona Railway Company, beginning at Mile Post 335.05 and ending at Mile Post 335.5 of said Osawatomic Industrial Lead, located in the South Half of Section 9, Township 18 South, Range 22 East of the 6<sup>th</sup> Principal Meridian, Miami County, Kansas.

Union Pacific Railroad Co.  
Real Estate Department  
Omaha, NE.

LD 0278675  
November 6, 2014

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EXHIBIT "B"											
MILE POST NO. 335.05 to 335.5											
FOLDER NO. 2786-57											
PROJECT	AUDIT	FOLDER	LEG STAT	PARTY NAME	PURPOSE	COUNTY	CITY	ST	DISPOSITION	CONTAINED	
15235	CA19702		Active	JOHN W. SLAWSON	Crossing Pipeline	Miami	OSAWATOMIE	KS	Assigned	Totally	
15242	CA19773		Active	SINCLAIR PIPELINE COMPANY	Crossing Pipeline	Miami	OSAWATOMIE	KS	Assigned	Totally	
15502	CA21387		Active	SINCLAIR PIPELINE COMPANY	Crossing Pipeline	Miami	OSAWATOMIE	KS	Assigned	Totally	
20819	CA4009		Active	PRODUCERS PIPE LINE COMPANY, I	Crossing Pipeline	Miami	OSAWATOMIE	KS	Assigned	Totally	
55449	C5344		Active	ATLANTIC RICHFIELD COMPANY	Crossing Pipeline	Allen	IOLA	KS	Assigned	Partially	
345638	259245	106919	Active	SINCLAIR REFINING CO	Crossing Pipeline	Miami	OSAWATOMIE	KS	Assigned	Totally	

**EXHIBIT F****CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF OSAWATOMIE, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferees and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 20, 2014

**AGENDA ITEM:** 2014 Budget Amendment

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Each year at this time, the City must review its expenditures to make sure it is going to remain within its budget and to determine what, if any, adjustments must be made to leave adequate balances in funds. While the goals should always be to remain within the allotted budget, as published 16 months earlier, it is reasonable to assume that issues arise from the time of budget formation to the final execution of the operating year.

The process of changing expenditure limitations is a **Budget Amendment**, a process which is established in statute. The City must publish the proposed changes and then hold a hearing no earlier than 10 days after the publication. Because of our meeting schedule, we will need to set a hearing date for December 18.

For 2014, I have included several summary spreadsheets which provide the estimated status of all the funds and will highlight the budget amendments I am recommending for the current year. I have also included an official copy of the state budget amendment spreadsheets, including the budget hearing publication. In this memo, I will outline the status of the major funds and the issues in each of the funds requiring a budget amendment or transfer to balance out the City's finances by December 31.

**General Fund.** No Budget Amendment Necessary. For 2014, we are estimating being about \$22,000 below the original budget of \$2.267 million. While this is a slim margin for error of slightly less than 1%, I also know that we have at least that much, if not more, still in the budget that will not be spent. Another good sign is that right now I am projecting a \$70,000 increase in the ending balance for the General Fund for 2014. That is due in large part to conservative estimates on sales and property taxes when setting a revised 2014 budget. We hope to use that additional amount to address a couple of issues that we removed from the budget in 2014,

including court and financial software upgrades, as well as some aesthetic upgrades to the City Hall offices.

**Water Fund.** Expenditures for 2014 are estimated to be \$100,000 over the revised 2014 estimate, requiring a budget amendment. The main reason for this increase is unanticipated expenses for the Main Street Water Line Project that will eventually be paid from loan funds. I have built in the reimbursement of those funds for 2015. The increased expenditures draw down the ending balance to a low level, but I do expect some savings that will keep the balance from looking so dire. Also, you may recall that we had about \$100,000 in savings at the end of 2013. Most of that was the result of projects that were not completed and shifted into 2014.

**Electric Fund.** No Budget Amendment Necessary. Expenditures for 2014 are projected to be \$235,000 below the original estimate for 2014, but just slightly below the revised budget. Revenues are back on track where we expected at the beginning of 2014, but well above the revised 2014 estimate which was more than \$150,000 below the original estimate. Most of the higher revenue seems to be a result of fuel adjustments that occurred because of high purchased power and transportation costs. There is still a lot of room for fluctuation at the end of the year, so these gains shouldn't be counted until the year is completely finished. Right now I am estimating a projected gain of \$90,000 in the ending balance.

**Sewer Fund.** Revenues in the Sewer Fund are about \$40,000 above target for 2014. I believe some of this is finally getting good historical data and realizing the rate increase we had in 2012. While we are projecting expenditures to be under the original budget of \$893,880, there is also a small room for error and until the sewer plant project is finalized we may have to make some payments out of operating funds to finish it. For that reason, we are recommending a budget amendment of \$934,760, which is equal to the revised budget expenditures for 2014. The amount reflects about a \$40,880 increase over the original budget to provide plenty of flexibility for finalizing the plant project.

**Refuse Fund.** This fund projects to have about \$17,000 in increased expenditures for 2014. The fund is essentially revenue neutral as the expenses and receipts are borne by L&K Services. A budget amendment is necessary to reflect the increased revenues and expenses as a result of 2014 services.

**Recreation Fund and Recreation Employee Benefit Fund.** Both of these now unused funds are in need of a budget amendments because they received delinquent revenues that exceeded the estimates for both funds. As revenues come in, the balances are transferred to the Special Parks & Recreation Fund and the Employee Benefits Fund which causes increased expenditures from the funds.

**COUNCIL ACTION NEEDED:** Review and set a public hearing on the budget amendment for December 18, 2014.

**STAFF RECOMMENDATION TO COUNCIL:** Set a public hearing on the budget amendment for December 18, 2014.

**Revenue Changes  
2014**

<u>No.</u>	<u>Fund</u>	<u>Budgeted Revenues</u>	<u>Rev. Budget Revenues</u>	<u>Change</u>	<u>Final Est. Revenues</u>	<u>Change from Original</u>	<u>Change from Revised</u>
1	General Operating Fund	\$ 2,239,922	\$ 2,268,220	\$ 28,298	\$ 2,313,685	\$ 73,763	\$ 45,465
2	Water Fund	878,768	842,706	(36,062)	817,970	(60,797)	(24,736)
3	Electric Fund	4,020,446	3,865,902	(154,544)	3,997,971	(22,475)	132,069
4	Employee Benefit Fund	695,268	689,778	(5,490)	703,051	7,783	13,273
5	Refuse Fund	380,000	388,225	8,225	392,599	396,700	4,374
6	Library Fund	8,600	10,900	2,300	13,602	5,002	2,702
7	Recreation Fund	69	1,000	931	4,051	3,982	3,051
8	Rural Fire Fund	43,720	79,000	35,280	54,601	10,881	(24,399)
9	Industrial Fund	35,460	32,740	(2,720)	33,405	(2,055)	665
10	Revolving Loan Fund	500	500	-	-	(500)	(500)
11	Special Parks and Recreation Fund	236,067	219,468	(16,599)	225,493	(10,574)	6,025
12	Street Improvements Fund	120,690	117,030	(3,660)	118,657	(2,033)	1,627
13	Bond & Interest Fund	760,708	777,311	16,603	765,352	4,644	(11,959)
14	Public Safety Equipment Fund	-	-	-	9	9	9
15	Insurance Proceeds Fund	15,500	15,500	-	-	(15,500)	(15,500)
16	Sewer Fund	776,124	775,624	(500)	815,920	39,796	40,296
17	Recreation Employee Benefits Fund	80	250	170	502	422	252
18	Golf Course Fund	260,607	245,400	(15,207)	234,782	(25,825)	(10,618)
19	Special Revenue - Fire Equipment	-	-	-	-	-	-
20	Special Revenue - 911 Fund	-	-	-	-	-	-
21	LLEBG Grant	-	-	-	-	-	-
22	Tourism Fund	70,450	55,822	(14,628)	59,718	(10,732)	3,896
23	Evidence Liability	-	-	-	-	-	-
24	Capital Improvements - General	130,000	185,542	55,542	128,400	(1,600)	(57,142)
25	Capital Improvements - Streets	-	40,500	40,500	99,964	99,964	59,464
26	Capital Improvements - Sewer	-	1,298,670	1,298,670	808,317	808,317	(490,353)
27	Capital Improvements - Grants	-	-	-	640,722	640,722	640,722
50	Cafeteria 125	50,000	45,000	(5,000)	-	(50,000)	(45,000)
51	Court ADSAP	3,000	3,000	-	41,375	38,375	38,375
52	Court Bonds	15,000	15,000	-	-	(15,000)	(15,000)
53	Forfeitures	-	-	-	7,261	7,261	7,261
54	Old Stone Church Donations	1,000	1,000	-	1,096	96	96
55	PayPal - Jamboree	-	-	-	-	-	-
	<b>TOTAL</b>	<b>\$ 10,741,979</b>	<b>\$ 11,974,088</b>	<b>\$ 1,232,109</b>	<b>\$ 12,278,502</b>	<b>\$ 1,920,625</b>	<b>\$ 304,414</b>
	Budgeted Funds Only	\$ 10,483,259	\$ 10,290,376	\$ (192,883)	\$ 10,496,765	\$ 397,608	\$ 206,389

**Expenditure Changes  
2014**

<u>No.</u>	<u>Fund</u>	<u>Original Expenditures</u>	<u>Rev. Budget Expenditures</u>	<u>Change</u>	<u>Final Est. Expenditures</u>	<u>Change from Original</u>	<u>Change from Revised</u>
1	General Operating Fund	\$ 2,267,715	\$ 2,309,939	\$ 42,225	\$ 2,245,467	\$ (22,247)	\$ (64,472)
2	Water Fund	903,467	916,092	12,625	981,466	77,999	65,374
3	Electric Fund	4,143,114	3,926,865	(216,248)	3,907,241	(235,873)	(19,625)
4	Employee Benefit Fund	705,972	657,477	(48,495)	657,673	(48,299)	197
5	Refuse Fund	379,700	388,582	8,882	392,799	396,700	4,217
6	Library Fund	111,854	10,900	(100,954)	8,640	(103,214)	(2,260)
7	Recreation Fund	783	1,000	217	4,051	3,268	3,051
8	Rural Fire Fund	43,720	79,003	35,283	51,686	7,966	(27,317)
9	Industrial Fund	62,785	25,285	(37,500)	19,346	(43,439)	(5,939)
10	Revolving Loan Fund	-	-	-	-	-	-
11	Special Parks and Recreation Fund	254,214	245,555	(8,659)	239,164	(15,050)	(6,391)
12	Street Improvements Fund	182,000	184,880	2,880	59,989	(122,011)	(124,891)
13	Bond & Interest Fund	808,495	778,495	(30,000)	753,495	(55,000)	(25,000)
14	Public Safety Equipment Fund	9,847	-	(9,847)	-	(9,847)	-
15	Insurance Proceeds Fund	15,500	15,500	-	-	(15,500)	(15,500)
16	Sewer Fund	893,880	934,760	40,880	887,717	(6,164)	(47,044)
17	Recreation Employee Benefits Fund	80	250	170	502	422	252
18	Golf Course Fund	255,123	251,650	(3,473)	250,979	(4,144)	(671)
19	Special Revenue - Fire Equipment	9,897	-	(9,897)	-	(9,897)	-
20	Special Revenue - 911 Fund	74,380	-	(74,380)	-	(74,380)	-
21	LLEBG Grant	-	-	-	-	-	-
22	Tourism Fund	74,380	44,079	(30,301)	41,560	(32,820)	(2,519)
23	Evidence Liability	-	-	-	1,462	1,462	1,462
24	Capital Improvements - General	145,000	332,422	187,422	158,961	13,961	(173,461)
25	Capital Improvements - Streets	-	319,164	319,164	1,600	1,600	(317,563)
26	Capital Improvements - Sewer	-	997,460	997,460	624,382	624,382	(373,079)
27	Capital Improvements - Grants	-	-	-	648,070	648,070	648,070
50	Cafeteria 125	56,000	47,000	(9,000)	-	(56,000)	(47,000)
51	Court ADSAP	3,000	3,000	-	27,687	24,687	24,687
52	Court Bonds	15,000	15,000	-	-	(15,000)	(15,000)
53	Forfeitures	-	-	-	6,325	6,325	6,325
54	Old Stone Church Donations	1,000	1,000	-	-	(1,000)	(1,000)
55	PayPal - Jamboree	-	186	186	-	-	(186)
<b>TOTAL</b>		<b>\$ 11,416,905</b>	<b>\$ 12,485,543</b>	<b>\$ 1,068,638</b>	<b>\$ 11,970,260</b>	<b>\$ 936,956</b>	<b>\$ (515,283)</b>



**Projected Balances  
2014**

<u>No.</u>	<u>Fund</u>	<u>Beginning Balance</u>	<u>Orig. Eff. Balance</u>	<u>Change</u>	<u>Rev. Ending Balance</u>	<u>Change</u>	<u>Final Est. Balance</u>	<u>Change</u>
1	General Operating Fund	\$ 202,579	\$ 174,786	\$ (27,792)	\$ 160,859	\$ (41,719)	\$ 270,796	\$ 68,217
2	Water Fund	206,190	181,491	(24,699)	132,804	(73,386)	42,694	(163,495)
3	Electric Fund	420,357	297,690	(122,667)	359,394	(60,963)	511,087	90,731
4	Employee Benefit Fund	20,523	9,819	(10,704)	52,825	32,301	65,901	45,378
5	Refuse Fund	5,511	5,811	300	396,700	391,189	5,310	(200)
6	Library Fund	98,394	(4,860)	(103,254)	98,394	-	103,356	4,961
7	Recreation Fund	-	(714)	(714)	-	-	-	-
8	Rural Fire Fund*	4,174	4,174	-	4,171	(3)	7,089	2,915
9	Industrial Fund	35,121	7,796	(27,325)	42,576	7,455	49,180	14,058
10	Revolving Loan Fund*	72,758	73,258	500	73,258	500	72,758	-
11	Special Parks and Recreation Fund	88,221	70,073	(18,147)	62,134	(26,087)	74,549	(13,671)
12	Street Improvements Fund	122,076	60,766	(61,310)	54,226	(67,850)	180,745	58,668
13	Bond & Interest Fund	88,617	40,830	(47,787)	87,433	(1,184)	100,473	11,857
14	Public Safety Equipment Fund	9,068	(779)	(9,847)	9,068	-	9,078	9
15	Insurance Proceeds Fund*	1	1	0	1	0	1	-
16	Sewer Fund	383,948	266,191	(117,757)	224,811	(159,137)	312,151	(71,797)
17	Recreation Employee Benefits Fund	-	-	-	-	-	-	-
18	Golf Course Fund	26,038	31,523	5,484	19,789	(6,250)	9,841	(16,197)
19	Special Revenue - Fire Equipment	-	(9,897)	(9,897)	-	-	-	-
20	Special Revenue - 911 Fund	9,897	(64,483)	(74,380)	9,897	-	9,897	-
21	LLEBG Grant	-	-	-	-	-	-	-
22	Tourism Fund	7,979	4,049	(3,930)	19,722	11,743	26,138	18,159
23	Evidence Liability*	14,361	14,361	-	14,361	-	12,900	(1,462)
24	Capital Improvements - General*	210,479	195,479	(15,000)	63,599	(146,880)	179,919	(30,561)
25	Capital Improvements - Streets*	19,159	19,159	-	(259,505)	(278,664)	117,522	98,364
26	Capital Improvements - Sewer*	(301,209)	(301,209)	-	0	301,210	(117,274)	183,935
27	Capital Improvements - Grants*	260,005	-	-	260,005	-	252,657	(7,348)
50	Cafeteria 125*	-	(6,000)	(6,000)	(2,000)	(2,000)	-	-
51	Court ADSAP*	14,099	14,099	-	14,099	-	27,787	13,688
52	Court Bonds*	7,661	7,661	-	7,661	-	7,661	-
53	Forfeitures*	5,884	5,884	-	5,884	-	6,820	936
54	Old Stone Church Donations*	257	257	-	257	-	1,353	1,096
55	PayPal - Jamboree*	-	-	-	(186)	(186)	-	-
	<b>TOTAL</b>	<b>\$ 1,744,242</b>	<b>\$ 1,075,315</b>	<b>\$ (674,926)</b>	<b>\$ 1,626,518</b>	<b>\$ (119,909)</b>	<b>\$ 2,044,112</b>	<b>\$ 308,241</b>

**Budget Amendment Estimate - All Funds  
2014**

<b>No.</b>	<b>Fund</b>	<b>Orig. Budget Expenditures</b>	<b>Rev. Budget Expenditures</b>	<b>Final Est. Expenditures</b>	<b>Final Est. from Original</b>	<b>Recommended Budget Amend.</b>
1	General Operating Fund	\$ 2,267,715	\$ 2,309,939	\$ 2,245,467	\$ (22,247)	
2	Water Fund	903,467	916,092	981,466	77,999	1,016,092.00
3	Electric Fund	4,143,114	3,926,865	3,907,241	(235,873)	
4	Employee Benefit Fund	705,972	657,477	657,673	(48,299)	
5	Refuse Fund	379,700	388,582	392,799	13,099	396,700
6	Library Fund	111,854	10,900	8,640	(103,214)	
7	Recreation Fund	783	1,000	4,051	3,268	5,000
8	Rural Fire Fund	43,720	79,003	51,686	7,966	
9	Industrial Fund	62,785	25,285	19,346	(43,439)	
10	Revolving Loan Fund	-	-	-	-	
11	Special Parks and Recreation Fund	254,214	245,555	239,164	(15,050)	
12	Street Improvements Fund	182,000	184,880	59,989	(122,011)	
13	Bond & Interest Fund	808,495	778,495	753,495	(55,000)	
14	Public Safety Equipment Fund	9,847	-	-	(9,847)	
15	Insurance Proceeds Fund	15,500	15,500	-	(15,500)	
16	Sewer Fund	893,880	934,760	887,717	(6,164)	934,760
17	Recreation Employee Benefits Fund	80	250	502	422	1,000
18	Golf Course Fund	255,123	251,650	250,979	(4,144)	
19	Special Revenue - Fire Equipment	9,897	-	-	(9,897)	
20	Special Revenue - 911 Fund	74,380	-	-	(74,380)	
21	LLEBG Grant	-	-	-	-	
22	Tourism Fund	74,380	44,079	41,560	(32,820)	
23	Evidence Liability	-	-	1,462	1,462	
24	Capital Improvements - General	145,000	332,422	158,961	13,961	
25	Capital Improvements - Streets	-	319,164	1,600	1,600	
26	Capital Improvements - Sewer	-	997,460	624,382	624,382	
27	Capital Improvements - Grants	-	-	648,070	648,070	
50	Cafeteria 125	56,000	47,000	-	(56,000)	
51	Court ADSAP	3,000	3,000	27,687	24,687	
52	Court Bonds	15,000	15,000	-	(15,000)	
53	Forfeitures	-	-	6,325	6,325	
54	Old Stone Church Donations	1,000	1,000	-	(1,000)	
55	PayPal - Jamboree	-	186	-	-	
<b>TOTAL</b>		<b>\$ 11,341,905</b>	<b>\$ 11,102,733</b>	<b>\$ 10,662,195</b>	<b>\$ (679,710)</b>	

**Amended  
Certificate  
For Calendar Year 2014**

To the Clerk of Miami, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**City of Osawatomie**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:			2014 Amended Budget		
Fund	K.S.A.	Page No.	Amount of 2013 Tax that was Levied	Adopted 2014 Expenditures	Proposed Amended 2014 Expenditures
Water		2		903,467	1,016,092
Refuse		3		379,700	396,700
Recreation	12-1927	4		783	5,000
Rec. Employee Benefits	12-16,102	5		80	1,000
Sewer	12-1927	6		893,881	934,760
Totals		xxxxxxxxx	0	2,177,911	2,353,552
Summary of Amendments		7			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email:  
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Governing Body

City of Osawatomie

2014

Adopted Budget

Water	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	193,611	206,190
<b>Receipts:</b>		
Sales and Charges	630,621	550,653
Wholesale Water Sales	210,000	233,577
Bulk Water Sales	17,000	17,892
New Utility Services	1,000	750
Miscellaneous Revenue	1,000	0
Reimbursed Expense	4,000	0
Water Protection Tax	3,555	3,507
Tower Lease	11,592	11,592
<b>Total Receipts</b>	<b>878,768</b>	<b>817,970</b>
<b>Resources Available:</b>	<b>1,072,379</b>	<b>1,024,160</b>
<b>Expenditures:</b>		
Salaries	139,439	159,624
Health Insurance	29,232	29,232
All Other Benefits	29,488	40,888
Utilities	94,171	86,000
Treatment Chemicals	148,050	145,150
Professional Services	12,750	144,500
Machine Parts & Supplies	16,500	16,500
State Taxes & Fees	44,237	23,406
Overhead Fees	89,314	90,210
All Other Operating Expenses	112,459	109,255
Capital Expenses	85,000	71,500
Debt Service	0	0
Transfer to General Fund	43,000	40,000
Transfer to Bond & Interest	59,827	59,827
<b>Total Expenditures</b>	<b>903,467</b>	<b>1,016,092</b>
Unencumbered Cash Balance December 31	168,912	8,068

City of Osawatomie

Adopted Budget

Refuse	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	6,552	5,511
Receipts:		
Sales/Charges	380,000	397,000
Miscellaneous		330
Interest on Idle Funds		
<b>Total Receipts</b>	<b>380,000</b>	<b>397,330</b>
<b>Resources Available:</b>	<b>386,552</b>	<b>402,841</b>
Expenditures:		
Contract Collection	378,000	395,000
Communications	1,000	1,000
Other Contractual	700	700
<b>Total Expenditures</b>	<b>379,700</b>	<b>396,700</b>
Unencumbered Cash Balance December 31	6,852	6,141

City of Osawatomie

2014

Adopted Budget

Recreation	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	714	0
Receipts:		
Ad Valorem Tax		-17
Delinquent Tax		2,009
Motor Vehicle Tax		1,950
Recreational Vehicle Tax		25
16/20M Vehicle Tax	69	85
Interest on Idle Funds		948
<b>Total Receipts</b>	<b>69</b>	<b>5,000</b>
<b>Resources Available:</b>	<b>783</b>	<b>5,000</b>
Expenditures:		
Transfer to Special Parks & Recreation Fund	783	5,000
<b>Total Expenditures</b>	<b>783</b>	<b>5,000</b>
Unencumbered Cash Balance December 31	0	0

City of Osawatomie

2014

Adopted Budget

Rec. Employee Benefits	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	0	
Receipts:		
Ad Valorem Tax		-2
Delinquent Tax	80	246
Motor Vehicle Tax		244
Recreational Vehicle Tax		3
16/20M Vehicle Tax		11
Interest on Idle Funds		498
<b>Total Receipts</b>	<b>80</b>	<b>1,000</b>
<b>Resources Available:</b>	<b>80</b>	<b>1,000</b>
Expenditures:		
Transfer To Employee Benefit Fund	80	1,000
<b>Total Expenditures</b>	<b>80</b>	<b>1,000</b>
Unencumbered Cash Balance December 31	0	0

City of Osawatomie

2014

Adopted Budget

Sewer	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	276,870	383,948
Receipts:		
Sales/Charges	775,624	813,331
New Utility Services	500	350
Reimbursed Expenses		2,239
Interest on Idle Funds		
<b>Total Receipts</b>	<b>776,124</b>	<b>815,920</b>
<b>Resources Available:</b>	<b>1,052,994</b>	<b>1,199,868</b>
Expenditures:		
Salaries & Wages	130,266	149,055
Utilities	40,000	42,000
Professional Services & Contract Maint	30,000	27,500
Chemicals	13,000	10,000
Parts & Supplies	25,000	22,000
Capital Outlay	25,000	70,745
Overhead Fees	89,315	90,210
All Other Operating Expenses	47,100	47,250
Debt Service	20,200	0
Transfer to Bond & Interest	435,000	435,000
Transfer to General Fund	39,000	41,000
<b>Total Expenditures</b>	<b>893,881</b>	<b>934,760</b>
Unencumbered Cash Balance December 31	159,113	265,108



**Notice of Budget Hearing for Amending the  
2014 Budget**

The governing body of

**City of Osawatomie**

will meet on the day of December 18, 2014 at 6:30 PM at Memorial Hall, Osawatomie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall or on the City website at [www.osawatoimeks.org](http://www.osawatoimeks.org) and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water			903,467	1,016,092
Refuse			379,700	396,700
Recreation			783	5,000
Rec. Employee Benefits			80	1,000
Sewer			893,881	934,760

Ann Elmquist  
Official Title: City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** November 20, 2014

**AGENDA ITEM:** **Proposed Sewer Rates and Water Rate Changes**

**PRESENTER:** Don Cawby, City Manager

### ISSUE SUMMARY:

**Previous Sewer Rate Change.** In December 2012, the Council approved a sewer rate increase which generated around a \$40,000 increase in revenues for the Sewer Fund. At that time, the City Council did the following: increased the sewer base fee by \$2 per month; decreased the electric customer charge by \$1 per month; changed the name of the customer charge to a meter charge for the electric fund; and increased the sewer usage rate from 24-cents to 25 cents.

Those increases have had the impact we expected. Sewer Fund charges will have increased around \$40,000 and the Electric Fund lost about \$20,000 in revenue from the customer charge. We are now at the point where we believed we would be, having to raise rates again in 2 years to cover rising operating costs and also to cover about 4 years of higher debt service payments, before payments drop again in 2019.

These increased debt payments were necessary to make improvements at the sewer plant to fix the failing head works and also to improve an ineffective and labor intensive sludge disposal process. We also expect to have to make further improvements in order to receive our next KDHE permit. We will soon be undergoing an optimization study to determine where the most cost effective improvements can be made to meet current and new permit requirements.

**Proposed New Sewer Rate Changes.** The proposed new rates would be an average increase of 7.5% over the current rates, generating approximately \$60,000 of increased revenue beginning in 2015. The increased rates would add \$1.92 to the base rate and 2 cents to the usage rate.

The proposed rate increase for residential and commercial users is as follows:

<b>Sewer Rates</b>	<b>Current</b>	<b>Proposed</b>
Monthly user charge	\$4.33	\$5.00
Monthly net capital charge	\$21.75	\$23.00
Minimum monthly charge (user charge + net capital charge)	\$26.08 per housing unit	\$28 per housing unit
Volume charge per 100 gallons of metered water	\$0.25 per 100 gallons	\$0.27 per 100 gallons

For comparison purposes, I have attached two budget tables (through 2020) that show the impact of the sewer rate increases on the fund. First, is a table without a rate increase. The second table shows the proposed 7.5 % rate increase for 2015 and another 5% rate increase in 2016.

I would not recommend making the 2016 increase at this time, as budget projections and operational costs with the upgraded plant are still undetermined. The increase for 2015 should be enough to get ahead of debt service payments and to provide adequate operating expenses. As an example, revised 2014 figures estimate a one year loss of \$82,000. However, should we not have to supplement the sewer plant project and expenditures come in under the operating budget, the annual difference could be as good \$20,000 for loss for the current year. Just this year's amount in the ending balance could have a significant impact on the amount we need to raise rates in 2016.

The increase on sewer rates would be only the second increase since 2006. When broken out over the past 8 years, that amount of increase since 2006 equals an annual increase of about 1.9% over that time period. That comes out to about a 68-cent increase on an average monthly residential bill (5,000 gallons per month).

Attached is a sheet which compares our water and sewer rates to our peer communities for comparison purposes. It shows that we are just about in the middle on rates with our peers. Our base rate is the highest, but the usage charges is considerably less than our peers.

**Water Rates.** In February 2012, the Council approved a water rate increase of around 6.0% percent for the Water Fund. At that time, the City Council did the following: made the first in a several step process of flattening water rates by reducing tiers of rates from 5 down to 3; and took minimum water usage out of the base charge.

As we now approach a major project for the Water Fund (Main Street) we must begin to plan ahead for payment of these costs as well as for upgrades to the current system. In order to fund these improvements and continue to maintain adequate balances, water rates will need to increase.

The proposed new rates would be an average increase of around 10% over the current rates, generating an estimated \$85,000 in additional Water Fund revenue beginning in 2015. However, the actual percentage increase for each customers will vary greatly from the 10% average increase because of changing tiers. A sheet that estimates usage for different types of customers, using real 2014 usage amounts, is attached.

The proposed rate increases would be as follows:

<b>Water Rates</b>	<b>Current</b>	<b>Proposed</b>
<b>Residential</b>		
Meter Charge	\$13	\$8.50
Minimum of 1,500 gallons included?	Yes	No
Up to 15,000 gallons (rate per 100 gallons)	\$0.40	\$0.42
Over 15,000 gallons (rate per 100 gallons)	\$0.34	\$0.42
<b>Commercial</b>		
Meter Charge	\$13	\$8.50
Minimum of 1,500 gallons included?	Yes	No
Up to 15,000 gallons (rate per 100 gallons)	\$0.40	\$0.42
Over 15,000 gal. up to 65,000 gal. (rate per 100 gal.)	\$0.34	
Over 15,000 gal. up to 75,000 gal. (rate per 100 gal.)		\$0.42
Over 65,000 gal. (rate per 100 gal.)	\$0.30	
Over 75,000 gal. (rate per 100 gal.)		\$0.32
<b>Wholesale (State Hospital &amp; Rural Water Districts)</b>		
Meter Charge	\$35	\$15
Minimum of 7,500 gallons included?	Yes	No
Charge per thousand gallons	\$2.69	\$2.97
Bulk Water Sales (per 100 gallons)	\$0.49	\$0.55

The reason for reducing the commercial rate base fee is based upon the fact that 99/128 meters use less than the residential average. These meters are almost all smaller residential meters and the premium for commercial across the board is not equitable when compared to residential meters.

The proposed changes actually result in some bills having a reduction, because of the change in the meter fee and the elimination of the minimum usage charge.

**Estimated Decreased Bills (Monthly)**

	<u>#/Total.</u>	<u>Amount.</u>	<u>Average</u>
Commercial	91/128	\$ (491.46)	\$ (5.40)
Residential	136/1,409	\$ (284.32)	\$ (2.09)

For comparison purposes, I have attached two budget tables (through 2020) that show the impact of the water rate increases on the fund. First, is a table without a rate increase. The second table shows the proposed 10 % rate increase for 2015 and another 12% rate increase in 2016. As with the Sewer Fund, I would not recommend making the 2016 increase at this time, as water revenues have a direct relation to the weather, so sales may fluctuate wildly.

Revised 2014 figures estimate a one year loss of almost \$200,000; however, this includes over \$100,000 in professional fees for the Main Street water line replacement project that will be reimbursed to the fund in 2015 from debt service. I also expect some savings in 2015 from the approved budget. One other factor may be that we can significantly lower payments on debt service by changing the financing source. So, I expect that we will have to increase rates in 2016, but until we know the amount of debt service payments and any future improvement plans for the water system, we shouldn't lock in any increases at this time.

The proposed increase on water rates would be only the second since 2006. When broken out over the past 8 years, that amount of increase comes out to about an increase of about 2% per year over that time period. That comes out to about a 60-cent increase on an average monthly residential bill (6,000 gallons per month).

On the attached is a sheet which compares our proposed water and sewer rates to our peer communities, it is clear that the City of Osawatomie still has the lowest water rates. Our combined water and sewer bill the second lowest among our peers and still significantly lower (around 25%) than our closest peers.

The plan for future years should include eliminating the higher tier, as many communities have gotten away from it because it doesn't incentive conservation and it also provides an artificial reduction where savings in production does not occur. In fact, the reverse trend is becoming the norm, with larger users paying a premium for the more water they use. Also, many communities have changed their rates to base the customer fee on the size of the meter so that replacement costs every 10-15 years are figured into the rates.

**COUNCIL ACTION NEEDED:** Review and provide direction to staff.

**STAFF RECOMMENDATION TO COUNCIL:** Provide direction to staff on proposed changes for 2015 utility rates.

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>UTILITIES:</b>						
<b>SEWER SERVICE CHARGES</b>						
Ord 3481		Inside City Limits				
		<i>Volume charge based on metered water used during preceding December &amp; January</i>		12-Nov-99		
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	\$5.00
		Monthly net capital charge	\$14.50	14-Dec-06	\$21.75	\$23.00
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$26.08 per housing unit	\$28 per housing unit
		Volume charge per 100 gallons of metered water	\$0.24	13-Dec-12	\$0.25 per 100 gallons	\$0.27 per 100 gallons
		Outside City limits		14-Dec-06	50% over rates listed above	50% over rates listed above
		Service to the State Hospital				
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	\$5.00
		Monthly net capital charge	\$5,953.37	14-Dec-06	\$8,930.06	\$9,443.28
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$8,934.39	\$9,448.28
		Volume charge per 100 gallons of metered water	\$1.79 per month	13-Dec-12	\$.25 per 100 gallons	\$.27 per 100 gallons
		Extra Strength Sewage Surcharge	No charge	28-Jul-05	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)]	S=Vs x 0.00624 [\$.2647 (BOD-300) + \$.1942 (SS-350)]
		BOD			\$0.2364 per pound	\$0.2647 per pound
		Suspended Solids			\$0.1734 per pound	\$0.1942 per pound
Ord 3496		Service Connection		13-Dec-07		
		connection within existing districts	\$250.00		\$350.00	\$350.00
		reconnection	\$50.00		\$50.00	\$50.00
Ord 3457		Amortization Assessment fee - outside the bounds of an assessed improvement district	\$1,000.00	14-May-98	\$1,000.00	\$1,000.00
		Private system inspection & permit fee - does not include regular plumbing permit fee		28-Jul-05	\$50.00	\$50.00

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>WATER SERVICE RATES</b>						
	Res 557	Residential First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Over 7,400 gallons per month	\$12.08 minimum/housing unit \$.40 per hundred gallons \$.34 per hundred gallons \$.32 per hundred gallons	9-Feb-12 " "	\$13.00 min. per housing unit \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000	\$8.50 meter fee \$.42 per 100 gallons
		Commercial First 1,500 gallons per month Next 2,200 gallons per month Next 3,700 gallons per month Next 67,400 gallons per month Over 74,800 gallons per month	\$17.66 minimum \$.40 per hundred gallons \$.34 per hundred gallons \$.32 per hundred gallons \$.27 per hundred gallons	9-Feb-12 " " "	\$18.25 minimum \$.40 per 100 gal over 1,500 \$.34 per 100 gal over 15,000 \$.30 per 100 gal over 65,000	\$8.50 meter fee \$.42 per 100 gal up to 75k gal \$.32 per 100 gal over 75,000 gal
		Outside City Limits	50% over rates listed above	14-Dec-06	50% over rates listed above	50% over rates listed above
		State Hospital and Rural Water Districts First 7,500 Gallons, Minimum Excess	\$34.99 \$2.51 per thousand gallons	9-Feb-12 9-Feb-12	\$35.00 \$2.69 per thousand	\$15.00 \$2.97 per thousand
		Bulk Water Sales Per Thousand Gallons Per 100 Gallons Hydrant Meter Fee	\$4.58 \$0.46 \$25.00	9-Feb-12 9-Feb-12 17-Dec-09	\$4.90 \$0.49 \$25.00	\$5.50 \$0.55 \$25.00
		State Water Protection Fee - State mandated	\$0.032		\$0.032 per thousand gallons	\$0.032 per thousand gallons
		New Service Connection - tap, service line & meter 3/4 inch meter or 5/8 inch meter meter larger than 3/4 inch	\$750.00 time & material + \$750.00		\$750.00 time & material + \$750.00	\$750.00 time & material + \$750.00
		Temporary Water Service rate installation deposit fire hydrant water meter deposit	bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00		bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00	bulk water rate \$25 + installation cost \$500 meter deposit \$1,200.00

**Fund # 16**  
**Sewer**

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>APPROVED</b>	<b>REVISED</b>	<b>PROPOSED</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>
<b>BEGINNING CASH BALANCE</b>	\$ 428,138	\$ 361,440	\$ 335,552	\$ 276,870	\$ 383,948	\$ 301,556	\$ 143,624	\$ (93,712)	\$ (228,880)	\$ (422,910)	\$ (623,895)
<b>REVENUE</b>											
510 Sales/Charges	\$ 771,765	\$ 748,972	\$ 825,379	\$ 775,624	\$ 810,624	\$ 810,624	\$ 810,624	\$ 810,624	\$ 810,624	\$ 810,624	\$ 810,624
Rate Increase											
513 New Utility Services	350	-		500							
802 Reimbursed Expense			6,053								
<b>TOTAL REVENUE</b>	<b>\$ 772,115</b>	<b>\$ 748,972</b>	<b>\$ 831,432</b>	<b>\$ 776,124</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>	<b>\$ 810,624</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>\$ 1,200,253</b>	<b>\$ 1,110,413</b>	<b>\$ 1,166,984</b>	<b>\$ 1,052,993</b>	<b>\$ 1,194,571</b>	<b>\$ 1,112,180</b>	<b>\$ 954,248</b>	<b>\$ 716,911</b>	<b>\$ 581,744</b>	<b>\$ 387,714</b>	<b>\$ 186,729</b>
<b>EXPENSES</b>											
<b>By Object</b>											
Salaries & Wages	\$ 114,949	\$ 107,078	\$ 111,171	\$ 130,266	\$ 149,055	\$ 135,326	\$ 140,382	\$ 145,688	\$ 151,263	\$ 157,126	\$ 163,298
Utilities	35,475	33,363	32,187	40,000	42,000	43,260	44,558	45,895	47,271	48,690	50,150
Prof Services & Contract Maint	11,752	32,067	3,096	30,000	27,500	27,500	27,500	27,500	27,500	27,500	27,500
Chemicals	9,566	13,801	7,054	13,000	10,000	12,000	12,360	12,731	13,113	13,506	13,911
Parts & Supplies	25,489	18,013	27,415	25,000	22,000	27,000	27,210	27,426	27,649	27,879	28,115
All Other Capital Outlay	88,161	-	-	25,000	70,745	63,000	75,000	25,000	40,000	25,000	40,000
Debt Service	250,713	125,357	-	20,200	-	40,000	40,000	65,000	90,000	90,000	111,077
Phase II Loan				-	-	-	50,000	50,000	50,000	50,000	104,640
Transfer to Bond & Interest	200,000	310,000	434,000	435,000	435,000	434,200	434,300	338,640	337,480	338,275	193,275
Transfer to General Fund	77,900	39,000	39,000	39,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000
Administrative Fee	-	62,400	71,629	73,272	71,798	72,391	78,182	84,437	91,192	98,487	106,366
Mechanic/Repair Fee	-	15,000	15,717	16,042	18,412	18,528	19,084	19,656	20,246	20,853	21,479
All Other Expenses	24,808	18,782	41,767	47,100	5,505	54,350	58,385	62,818	67,939	73,292	79,174
<b>TOTAL EXPENSES</b>	<b>\$ 838,813</b>	<b>\$ 774,861</b>	<b>\$ 783,036</b>	<b>\$ 893,880</b>	<b>\$ 893,015</b>	<b>\$ 968,555</b>	<b>\$ 1,047,960</b>	<b>\$ 945,791</b>	<b>\$ 1,004,654</b>	<b>\$ 1,011,608</b>	<b>\$ 979,985</b>
Revenues Over Expenditures	\$ (66,698)	\$ (25,889)	\$ 48,396	\$ (117,757)	\$ (82,392)	\$ (157,932)	\$ (237,337)	\$ (135,168)	\$ (194,030)	\$ (200,985)	\$ (169,362)
<b>ENDING BALANCE</b>	<b>\$ 361,440</b>	<b>\$ 335,552</b>	<b>\$ 383,948</b>	<b>\$ 159,113</b>	<b>\$ 301,556</b>	<b>\$ 143,624</b>	<b>\$ (93,712)</b>	<b>\$ (228,880)</b>	<b>\$ (422,910)</b>	<b>\$ (623,895)</b>	<b>\$ (793,256)</b>
<i>as a percentage of expenses</i>	43.1%	43.3%	49.0%	17.8%	33.8%	14.8%	-8.9%	-24.2%	-42.1%	-61.7%	-80.9%



Fund # 16

Sewer

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>7100. PERSONNEL SERVICES</b>											
101 Salaries	\$ 74,462	\$ 77,570	\$ 76,721	\$ 89,806	\$ 104,629	\$ 95,992	\$ 98,872	\$ 101,838	\$ 104,893	\$ 108,040	\$ 111,281
102 Salaries (Overtime)	3,725	1,559	4,596	3,909	4,177	5,129	5,283	5,442	5,605	5,773	5,946
103 FICA	5,594	6,001	5,731	7,169	8,324	7,736	7,968	8,207	8,453	8,707	8,968
104 KPERS	5,818	6,271	7,043	7,549	9,481	9,695	9,986	10,285	10,594	10,911	11,239
105 Health Insurance	20,595	5,700	-	-	-	-	-	-	-	-	-
106 Workers' Compensation	4,381	2,997	1,917	2,097	2,600	2,350	2,421	2,493	2,568	2,645	2,725
107 Unemployment Insurance	373	143	96	675	783	202	208	215	221	228	234
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 114,949</b>	<b>\$ 100,241</b>	<b>\$ 96,104</b>	<b>\$ 111,205</b>	<b>\$ 129,994</b>	<b>\$ 121,105</b>	<b>\$ 124,738</b>	<b>\$ 128,480</b>	<b>\$ 132,334</b>	<b>\$ 136,304</b>	<b>\$ 140,393</b>
<b>7200. CONTRACTUAL SERVICES</b>											
201 Communications	\$ 2,916	\$ 2,333	\$ 2,151	\$ 3,000	\$ 2,500	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
202 Utilities	35,475	33,363	32,187	40,000	42,000	43,260	44,558	45,895	47,271	48,690	50,150
203 Dues & Memberships	2,240	1,313	1,135	100	1,000	1,000	1,000	1,000	1,000	1,000	1,000
204 Insurance	8,093	4,667	24,462	33,000	33,000	39,600	43,560	47,916	52,708	57,978	63,776
205 Education, Meetings & Travel	85	205	73	250	250	500	500	500	750	750	750
206 Professional Services	7,320	30,345	1,503	12,500	12,500	10,000	10,000	10,000	10,000	10,000	10,000
207 Rentals	2,241	-	-	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
208 Printing & Advertising	-	662	-	100	100	100	100	100	100	100	100
209 Maint of Machinery & Equip	4,094	1,706	1,470	7,500	10,000	7,500	7,500	7,500	7,500	7,500	7,500
210 Maint of Buildings/Grounds	337	16	124	10,000	5,000	10,000	10,000	10,000	10,000	10,000	10,000
220 Other Contractual	1,147	2,020	2,382	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$ 63,949</b>	<b>\$ 76,630</b>	<b>\$ 65,485</b>	<b>\$ 108,950</b>	<b>\$ 108,600</b>	<b>\$ 116,960</b>	<b>\$ 122,293</b>	<b>\$ 128,063</b>	<b>\$ 134,561</b>	<b>\$ 141,332</b>	<b>\$ 148,675</b>
<b>7300. COMMODITIES</b>											
301 Office Supplies	\$ 599	\$ 243	\$ 414	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
302 Clothing & Personal Supplies	159	-	225	150	150	150	150	150	150	150	150
303 Chemicals/Seed Fertilizer	9,566	13,801	7,054	13,000	10,000	12,000	12,360	12,731	13,113	13,506	13,911
304 Machine Parts & Supplies	9,530	3,018	11,014	5,000	5,000	7,000	7,210	7,426	7,649	7,879	8,115
305 Building Materials & Supplies	15,959	14,995	16,401	20,000	17,000	20,000	20,000	20,000	20,000	20,000	20,000
307 Apparatus & Tools	294	1,251	1,117	500	500	500	500	500	500	500	500
309 Motor Fuels & Lubricants	6,878	5,470	5,806	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
314 Computer Software		50									
320 Other Commodities	156	567	3								
<b>TOTAL COMMODITIES</b>	<b>\$ 43,140</b>	<b>\$ 39,396</b>	<b>\$ 42,034</b>	<b>\$ 46,150</b>	<b>\$ 40,150</b>	<b>\$ 47,150</b>	<b>\$ 47,720</b>	<b>\$ 48,307</b>	<b>\$ 48,912</b>	<b>\$ 49,535</b>	<b>\$ 50,176</b>

Fund # 16

Sewer

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>7400. CAPITAL OUTLAY</b>											
401 Building & Fixed Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402 Improvements Non-Buildings	47,795	-	-	15,000	15,000	53,000	10,000	10,000	10,000	10,000	10,000
405 Operation/Construction Equip	38,626				4,000	-	20,000		15,000		15,000
407 Other Equipment				10,000	10,000	10,000	45,000	15,000	15,000	15,000	15,000
413 Computer Equip & Software	1,740										
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 88,161</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 29,000</b>	<b>\$ 63,000</b>	<b>\$ 75,000</b>	<b>\$ 25,000</b>	<b>\$ 40,000</b>	<b>\$ 25,000</b>	<b>\$ 40,000</b>
<b>7500. DEBT SERVICE</b>											
511 Note Principal	\$ 196,592	\$ 100,736		\$ -	\$ -	\$ 4,002	\$ 4,116	\$ 29,234	\$ 55,421	\$ 57,000	\$ 79,701
512 Note Interest	49,968	22,729		20,200	-	32,818	32,714	32,607	31,525	30,085	28,604
513 Note Service Fee	4,154	1,892		-	-	3,180	3,170	3,160	3,055	2,915	2,772
<b>Phase II/Lift Station Debt Serv</b>				-	-		<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>104,640</b>
<b>TOTAL DEBT SERVICE</b>	<b>\$ 250,713</b>	<b>\$ 125,357</b>	<b>\$ -</b>	<b>\$ 20,200</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 90,000</b>	<b>\$ 115,000</b>	<b>\$ 140,000</b>	<b>\$ 140,000</b>	<b>\$ 215,717</b>
<b>7600. TRANSFERS</b>											
603 Transfer Out - General	\$ 77,900	\$ 39,000	\$ 39,000	\$ 39,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000
Transfer Out - Rural Fire Fund			4,000		(41,745)						
Transfer Out - CIP Sewer					41,745						
613 Transfer Out - Bond & Interest	200,000	310,000	434,000	435,000	435,000	434,200	434,300	338,640	337,480	338,275	193,275
<b>TOTAL TRANSFERS</b>	<b>\$ 277,900</b>	<b>\$ 349,000</b>	<b>\$ 477,000</b>	<b>\$ 474,000</b>	<b>\$ 476,000</b>	<b>\$ 475,200</b>	<b>\$ 475,300</b>	<b>\$ 379,640</b>	<b>\$ 378,480</b>	<b>\$ 379,275</b>	<b>\$ 234,275</b>
<b>7700. OTHER EXPENSES</b>											
Administrative Fee	\$ -	\$ 62,400	\$ 71,629	\$ 73,272	\$ 71,798	\$ 72,391	\$ 78,182	\$ 84,437	\$ 91,192	\$ 98,487	\$ 106,366
Mechanic/Repair Fee		15,000	15,717	16,042	18,412	18,528	19,084	19,656	20,246	20,853	21,479
Health Insurance Reimb		6,837	15,067	19,061	19,061	14,222	15,644	17,208	18,929	20,822	22,904
<b>TOTAL OTHER EXPENSES</b>	<b>\$ -</b>	<b>\$ 84,237</b>	<b>\$ 102,413</b>	<b>\$ 108,375</b>	<b>\$ 109,271</b>	<b>\$ 105,141</b>	<b>\$ 112,910</b>	<b>\$ 121,301</b>	<b>\$ 130,367</b>	<b>\$ 140,163</b>	<b>\$ 150,749</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 838,813</b>	<b>\$ 774,861</b>	<b>\$ 783,036</b>	<b>\$ 893,880</b>	<b>\$ 893,015</b>	<b>\$ 968,555</b>	<b>\$ 1,047,960</b>	<b>\$ 945,791</b>	<b>\$ 1,004,654</b>	<b>\$ 1,011,608</b>	<b>\$ 979,985</b>

**Fund # 16**  
**Sewer**

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>APPROVED</b>	<b>REVISED</b>	<b>PROPOSED</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>	<b>Est</b>
<b>BEGINNING CASH BALANCE</b>	\$ 428,138	\$ 361,440	\$ 335,552	\$ 276,870	\$ 383,948	\$ 301,556	\$ 204,421	\$ 68,453	\$ 32,653	\$ (62,009)	\$ (163,625)
<b>REVENUE</b>											
510 Sales/Charges	\$ 771,765	\$ 748,972	\$ 825,379	\$ 775,624	\$ 810,624	\$ 810,624	\$ 871,421	\$ 914,992	\$ 914,992	\$ 914,992	\$ 914,992
Rate Increase						\$ 60,797	\$ 43,571				
513 New Utility Services	350	-		500							
802 Reimbursed Expense			6,053								
<b>TOTAL REVENUE</b>	\$ 772,115	\$ 748,972	\$ 831,432	\$ 776,124	\$ 810,624	\$ 871,421	\$ 914,992	\$ 914,992	\$ 914,992	\$ 914,992	\$ 914,992
<b>TOTAL RESOURCES AVAILABLE</b>	\$ 1,200,253	\$ 1,110,413	\$ 1,166,984	\$ 1,052,993	\$ 1,194,571	\$ 1,172,977	\$ 1,119,413	\$ 983,445	\$ 947,645	\$ 852,983	\$ 751,366
<b>EXPENSES</b>											
<b>By Object</b>											
Salaries & Wages	\$ 114,949	\$ 107,078	\$ 111,171	\$ 130,266	\$ 149,055	\$ 135,326	\$ 140,382	\$ 145,688	\$ 151,263	\$ 157,126	\$ 163,298
Utilities	35,475	33,363	32,187	40,000	42,000	43,260	44,558	45,895	47,271	48,690	50,150
Prof Services & Contract Maint	11,752	32,067	3,096	30,000	27,500	27,500	27,500	27,500	27,500	27,500	27,500
Chemicals	9,566	13,801	7,054	13,000	10,000	12,000	12,360	12,731	13,113	13,506	13,911
Parts & Supplies	25,489	18,013	27,415	25,000	22,000	27,000	27,210	27,426	27,649	27,879	28,115
All Other Capital Outlay	88,161	-	-	25,000	70,745	63,000	75,000	25,000	40,000	25,000	40,000
Debt Service	250,713	125,357	-	20,200	-	40,000	40,000	65,000	90,000	90,000	111,077
Phase II Loan				-	-	-	50,000	50,000	50,000	50,000	104,640
Transfer to Bond & Interest	200,000	310,000	434,000	435,000	435,000	434,200	434,300	338,640	337,480	338,275	193,275
Transfer to General Fund	77,900	39,000	39,000	39,000	41,000	41,000	44,000	46,000	46,000	46,000	46,000
Administrative Fee	-	62,400	71,629	73,272	71,798	72,391	78,182	84,437	91,192	98,487	106,366
Mechanic/Repair Fee	-	15,000	15,717	16,042	18,412	18,528	19,084	19,656	20,246	20,853	21,479
All Other Expenses	24,808	18,782	41,767	47,100	5,505	54,350	58,385	62,818	67,939	73,292	79,174
<b>TOTAL EXPENSES</b>	\$ 838,813	\$ 774,861	\$ 783,036	\$ 893,880	\$ 893,015	\$ 968,555	\$ 1,050,960	\$ 950,791	\$ 1,009,654	\$ 1,016,608	\$ 984,985
Revenues Over Expenditures	\$ (66,698)	\$ (25,889)	\$ 48,396	\$ (117,757)	\$ (82,392)	\$ (97,135)	\$ (135,969)	\$ (35,800)	\$ (94,662)	\$ (101,617)	\$ (69,994)
<b>ENDING BALANCE</b>	\$ 361,440	\$ 335,552	\$ 383,948	\$ 159,113	\$ 301,556	\$ 204,421	\$ 68,453	\$ 32,653	\$ (62,009)	\$ (163,625)	\$ (233,619)
<i>as a percentage of expenses</i>	43.1%	43.3%	49.0%	17.8%	33.8%	21.1%	6.5%	3.4%	-6.1%	-16.1%	-23.7%

## Fund # 02

Water

	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>APPROVED</u>	<u>REVISED</u>	<u>PROPOSED</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>
<b>BEGINNING CASH BALANCE</b>	\$ (2,047)	\$ 43,575	\$ 176,093	\$ 193,611	\$ 206,190	\$ 7,880	\$ (20,172)	\$ (338,777)	\$ (623,255)	\$ (936,006)	\$ (1,263,529)
<b>REVENUE</b>											
510 Sales and Charges	\$ 741,505	\$ 805,842	\$ 539,336	\$ 630,621	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
511 Wholesale Water			236,647	210,000	235,000	235,000	235,000	235,000	235,000	235,000	235,000
512 Bulk Water Sales	17,128	20,087	14,295	17,000	17,000	15,000	15,000	15,000	15,000	15,000	15,000
513 New Utility Services	800	1,500		1,000	-						
Rate Increase Sales											
Rate Increase Wholesale											
Rate Increase Bulk											
Other Charges	3,286						-	-	-	-	-
801 Miscellaneous Revenue	76	551	1,200	1,000	-						
802 Reimbursed Expense	-	8,785	593	4,000	1,000	100,000					
808 Water Protection Tax	4,313	3,426	3,322	3,555	3,555	3,500	3,500	3,500	3,500	3,500	3,500
813 Tower Lease	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592
<b>TOTAL REVENUE</b>	<b>\$ 778,699</b>	<b>\$ 851,783</b>	<b>\$ 806,986</b>	<b>\$ 878,768</b>	<b>\$ 818,147</b>	<b>\$ 915,092</b>	<b>\$ 815,092</b>	<b>\$ 815,092</b>	<b>\$ 815,092</b>	<b>\$ 815,092</b>	<b>\$ 815,092</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>\$ 776,652</b>	<b>\$ 895,358</b>	<b>\$ 983,078</b>	<b>\$ 1,072,379</b>	<b>\$ 1,024,337</b>	<b>\$ 922,972</b>	<b>\$ 794,920</b>	<b>\$ 476,315</b>	<b>\$ 191,837</b>	<b>\$ (120,914)</b>	<b>\$ (448,437)</b>

## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>EXPENSES</b>											
Personnel											
Salaries	\$ 177,303	\$ 137,261	\$ 133,464	\$ 139,438	159,624	\$ 179,695	\$ 185,086	\$ 190,638	\$ 196,358	\$ 202,248	\$ 208,316
Health Insurance	32,581	19,236	24,545	29,232	29,232	33,330	36,663	40,329	44,362	48,798	53,678
All Other Benefits	35,755	27,352	24,487	29,488	40,888	40,603	43,079	44,201	45,358	46,549	47,776
<b>Subtotal</b>	<b>245,639</b>	<b>183,849</b>	<b>182,496</b>	<b>198,159</b>	<b>229,744</b>	<b>253,628</b>	<b>264,827</b>	<b>275,169</b>	<b>286,077</b>	<b>297,596</b>	<b>309,770</b>
Operating Expenses											
Utilities	81,483	85,849	83,238	94,171	86,000	86,975	89,299	93,726	98,375	103,256	108,382
Treatment Chemicals	138,701	137,076	163,855	148,050	145,150	150,150	154,650	159,285	164,059	168,976	174,041
Professional Services	12,481	3,649	3,791	12,750	144,865	10,500	10,620	10,744	10,871	11,002	11,137
Machine Parts & Supplies	19,320	12,124	14,361	16,500	16,500	17,500	17,905	18,322	18,752	19,194	19,650
State Taxes & Fees	37,603	40,151	14,290	44,237	23,406	40,000	40,000	40,000	40,000	40,000	40,000
All Other Expenses	98,055	54,206	96,101	112,458	109,255	112,145	116,923	121,041	125,533	130,433	135,783
<b>Subtotal</b>	<b>387,642</b>	<b>333,055</b>	<b>375,635</b>	<b>428,167</b>	<b>525,176</b>	<b>417,270</b>	<b>429,397</b>	<b>443,118</b>	<b>457,589</b>	<b>472,862</b>	<b>488,993</b>
Capital Outlay	34,813	-	26,584	85,000	71,500	81,500	146,000	85,000	85,000	70,000	70,000
<b>Subtotal</b>	<b>34,813</b>	<b>-</b>	<b>26,584</b>	<b>85,000</b>	<b>71,500</b>	<b>81,500</b>	<b>146,000</b>	<b>85,000</b>	<b>85,000</b>	<b>70,000</b>	<b>70,000</b>
Debt Service	64,983	59,726	59,827	59,827	59,827	59,827	159,827	159,827	159,827	159,827	159,827
Transfers	-	65,235	45,000	43,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Overhead Fees	-	77,400	87,346	89,314	90,210	90,919	93,646	96,456	99,350	102,330	105,400
<b>TOTAL EXPENSES</b>	<b>\$ 733,076</b>	<b>\$ 719,266</b>	<b>\$ 776,888</b>	<b>\$ 903,467</b>	<b>\$ 1,016,457</b>	<b>\$ 943,144</b>	<b>\$ 1,133,697</b>	<b>\$ 1,099,570</b>	<b>\$ 1,127,843</b>	<b>\$ 1,142,615</b>	<b>\$ 1,173,990</b>
Revenues Over Expenditures	\$ 45,623	\$ 132,517	\$ 30,098	\$ (24,699)	\$ (198,310)	\$ (28,052)	\$ (318,605)	\$ (284,478)	\$ (312,751)	\$ (327,523)	\$ (358,898)
<b>ENDING BALANCE</b>	<b>\$ 43,575</b>	<b>\$ 176,093</b>	<b>\$ 206,190</b>	<b>\$ 168,912</b>	<b>\$ 7,880</b>	<b>\$ (20,172)</b>	<b>\$ (338,777)</b>	<b>\$ (623,255)</b>	<b>\$ (936,006)</b>	<b>\$ (1,263,529)</b>	<b>\$ (1,622,427)</b>
<i>as a percentage of expenses</i>	<i>5.9%</i>	<i>24.5%</i>	<i>26.5%</i>	<i>18.7%</i>	<i>0.8%</i>	<i>-2.1%</i>	<i>-29.9%</i>	<i>-56.7%</i>	<i>-83.0%</i>	<i>-110.6%</i>	<i>-138.2%</i>

## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>WATER ADMINISTRATION</b>											
<b>7100. PERSONNEL SERVICES</b>											
101 Salaries	\$ -	\$ -	\$ -	\$ 11,138	\$ 16,168	\$ 14,215	\$ 14,641	\$ 15,080	\$ 15,533	\$ 15,999	\$ 16,479
102 Salaries (Overtime)											
103 FICA				852	1,237	1,087	1,120	1,154	1,188	1,224	1,261
104 KPERS				979	1,567	1,479	1,523	1,569	1,616	1,665	1,715
106 Workers' Compensation	202			24	950	34	700	700	700	700	700
107 Unemployment Insurance				80	116	28	29	30	31	32	33
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 202</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,074</b>	<b>\$ 20,038</b>	<b>\$ 16,843</b>	<b>\$ 18,014</b>	<b>\$ 18,533</b>	<b>\$ 19,068</b>	<b>\$ 19,619</b>	<b>\$ 20,187</b>
<b>7200. CONTRACTUAL SERVICES</b>											
201 Communications	\$ 6,128	\$ 5,314	\$ 4,890	\$ 6,313	\$ 6,313	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	\$ 3,478
202 Utilities	1,228	1,142	1,159	1,500	1,500	500	750	750	750	750	750
203 Dues & Memberships	2,915	1,113	1,135	3,000	1,500	2,000	2,000	2,000	2,000	2,000	2,000
204 Insurance	4,191	4,367	1,957	1,186	950	1,045	1,150	1,264	1,391	1,530	1,683
205 Education, Meetings & Travel	-	50	703								
206 Professional Services	2,365	13	218	4,000	8,000	4,000	4,120	4,244	4,371	4,502	4,637
207 Rentals	120	-	-	150	150	200	206	212	219	225	232
208 Printing & Advertising	474	507	-	500	500	500	515	530	546	563	580
209 Maint of Machinery & Equip	808	749	233	1,500	1,500	1,500	1,545	1,591	1,639	1,688	1,739
210 Maint of Buildings/Grounds	250	-	-	250	250						
220 Other Contractual	535	-	-	500	500	500	500	500	500	500	500
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$ 19,013</b>	<b>\$ 13,256</b>	<b>\$ 10,296</b>	<b>\$ 18,899</b>	<b>\$ 21,163</b>	<b>\$ 13,245</b>	<b>\$ 13,876</b>	<b>\$ 14,275</b>	<b>\$ 14,694</b>	<b>\$ 15,135</b>	<b>\$ 15,598</b>
<b>7300. COMMODITIES</b>											
301 Office Supplies	\$ 665	\$ 40	\$ 4	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
305 Building Materials & Supplies	-	-	-	150	150	150	150	150	150	150	150
307 Apparatus & Tools	62	-	-	150	150	150	150	150	150	150	150
320 Other Commodities	-	-	-	250	250	250	250	250	250	250	250
<b>TOTAL COMMODITIES</b>	<b>\$ 727</b>	<b>\$ 40</b>	<b>\$ 4</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>	<b>\$ 1,300</b>
<b>7400. CAPITAL OUTLAY</b>											
401 Building & Fixed Equipment	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
413 Computer Equip & Software	1,740	-	-				-	-	-	-	-
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 1,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>7500. DEBT SERVICE</b>											
511 Note Principal	\$ 39,009	\$ 20,123	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
512 Note Interest	23,814	11,340	-	-			100,000	100,000	100,000	100,000	100,000
513 Note Service Fee	2,159	1,028	-	-							
<b>TOTAL DEBT SERVICE</b>	<b>\$ 64,983</b>	<b>\$ 32,491</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b>7600. TRANSFERS</b>											
603 Transfer Out - General Fund	\$ -	\$ 38,000	\$ 41,000	\$ 43,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Transfer Out - Bond & Int		27,235	59,827	59,827	59,827	59,827	59,827	59,827	59,827	59,827	59,827
Transfer Out - Rural Fire Fund			4,000								
<b>TOTAL TRANSFERS</b>	<b>\$ -</b>	<b>\$ 65,235</b>	<b>\$ 104,827</b>	<b>\$ 102,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>	<b>\$ 99,827</b>
<b>7700. OTHER EXPENSES</b>											
703 Water Protection Tax	\$ 6,963	\$ 7,647	\$ 5,413	\$ 8,406	\$ 8,406	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
730 Water Assurance Fee	30,640	32,505	8,850	35,831	15,000	32,000	32,000	32,000	32,000	32,000	32,000
Administrative Fee		62,400	71,629	73,272	71,798	72,391	74,563	76,800	79,104	81,477	83,921
Mechanic/Repair Fee		15,000	15,717	16,042	18,412	18,528	19,084	19,656	20,246	20,853	21,479
Health Insur Reimb		10,478	24,545	29,232	29,232	33,330	36,663	40,329	44,362	48,798	53,678
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 37,603</b>	<b>\$ 128,029</b>	<b>\$ 126,154</b>	<b>\$ 162,784</b>	<b>\$ 142,848</b>	<b>\$ 164,249</b>	<b>\$ 170,309</b>	<b>\$ 176,785</b>	<b>\$ 183,711</b>	<b>\$ 191,128</b>	<b>\$ 199,078</b>
<b>TOTAL WATER ADMINISTRATION</b>	<b>\$ 124,268</b>	<b>\$ 239,052</b>	<b>\$ 241,281</b>	<b>\$ 298,884</b>	<b>\$ 285,176</b>	<b>\$ 295,464</b>	<b>\$ 403,326</b>	<b>\$ 410,720</b>	<b>\$ 418,601</b>	<b>\$ 427,009</b>	<b>\$ 435,990</b>

## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>WATER TREATMENT</b>											
<b>7100. PERSONNEL SERVICES</b>											
101 Salaries	\$ 85,854	\$ 62,690	\$ 61,263	\$ 59,983	\$ 69,811	\$ 82,916	\$ 85,404	\$ 87,966	\$ 90,605	\$ 93,323	\$ 96,123
102 Salaries (Overtime)	9,346	7,011	8,317	2,552	5,064	3,551	3,657	3,767	3,880	3,996	4,116
103 FICA	6,969	5,056	4,720	4,784	5,728	6,615	6,813	7,018	7,228	7,445	7,668
104 KPERS	7,086	5,590	5,975	5,497	7,255	8,997	9,267	9,545	9,831	10,126	10,430
105 Health Insurance	18,980	3,641	-	-	-	-	-	-	-	-	-
106 Workers' Compensation	4,898	2,625	1,948	2,699	5,500	4,058	4,500	4,500	4,500	4,500	4,500
107 Unemployment Insurance	350	166	59	450	539	173	450	450	450	450	450
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 133,483</b>	<b>\$ 86,780</b>	<b>\$ 82,281</b>	<b>\$ 75,964</b>	<b>\$ 93,897</b>	<b>\$ 106,310</b>	<b>\$ 110,091</b>	<b>\$ 113,245</b>	<b>\$ 116,494</b>	<b>\$ 119,841</b>	<b>\$ 123,287</b>
<b>7200. CONTRACTUAL SERVICES</b>											
201 Communications	\$ 3,477	\$ 2,225	\$ 1,805	\$ 3,641	\$ 3,641	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
202 Utilities	36,439	39,376	37,620	42,436	39,500	41,475	43,549	45,726	48,012	50,413	52,934
203 Dues & Memberships	-	-	-	-	-	-	-	-	-	-	-
204 Insurance	6,449	7,398	18,316	23,268	23,500	25,850	28,435	31,279	34,406	37,847	41,632
205 Education, Meetings & Travel	1,102	374	497	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
206 Professional Services	9,851	3,560	2,257	8,500	35,000	5,000	5,000	5,000	5,000	5,000	5,000
207 Rentals	-	-	-	250	-	-	-	-	-	-	-
208 Printing & Advertising	-	-	-	250	-	-	-	-	-	-	-
209 Maint of Machinery & Equip	342	7,004	2,114	2,000	2,000	3,000	3,000	3,000	3,000	3,000	3,000
210 Maint of Buildings/Grounds	203	28	172	2,500	1,500	2,500	2,500	2,500	2,500	2,500	2,500
220 Other Contractual	160	1,379	129	500	500	500	500	500	500	500	500
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$ 58,023</b>	<b>\$ 61,344</b>	<b>\$ 62,910</b>	<b>\$ 84,645</b>	<b>\$ 106,941</b>	<b>\$ 82,125</b>	<b>\$ 86,859</b>	<b>\$ 91,957</b>	<b>\$ 97,451</b>	<b>\$ 103,374</b>	<b>\$ 109,764</b>
<b>7300. COMMODITIES</b>											
301 Office Supplies	\$ 92	\$ 60	\$ 392	\$ 250	\$ 250	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
302 Clothing & Personal Supplies	-	-	75	150	150	150	158	165	174	182	191
303 Chemicals/Seed/Fertilizer	138,701	137,076	163,855	147,900	145,000	150,000	154,500	159,135	163,909	168,826	173,891
304 Machine Parts & Supplies	10,895	10,863	12,367	12,500	12,500	13,500	13,905	14,322	14,752	15,194	15,650
305 Building Materials & Supplies	3,540	4,675	1,660	5,000	4,000	4,000	4,120	4,244	4,371	4,502	4,637
307 Apparatus & Tools	1,011	719	556	500	500	1,000	1,000	1,000	1,000	1,000	1,000
309 Motor Fuels & Lubricants	139	108	10	150	150	100	100	100	100	100	100
320 Other Commodities	213	-	-	-	-	-	-	-	-	-	-
<b>TOTAL COMMODITIES</b>	<b>\$ 154,590</b>	<b>\$ 153,501</b>	<b>\$ 178,914</b>	<b>\$ 166,450</b>	<b>\$ 162,550</b>	<b>\$ 169,150</b>	<b>\$ 174,183</b>	<b>\$ 179,366</b>	<b>\$ 184,705</b>	<b>\$ 190,205</b>	<b>\$ 195,870</b>



## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>7400. CAPITAL OUTLAY</b>											
401 Building & Fixed Equipment	\$ 7,572	\$ -	\$ 22,289	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
402 Improvements Non-Buildings	-	-					<b>50,000</b>				
405 Operation/Construction Equip	27,241			5,000	5,000	10,000	10,000	10,000	10,000	10,000	10,000
413 Computer Equip & Software	-					1,500					
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 34,813</b>	<b>\$ -</b>	<b>\$ 22,289</b>	<b>\$ 15,000</b>	<b>\$ 25,000</b>	<b>\$ 21,500</b>	<b>\$ 70,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>
<b>TOTAL WATER TREATMENT</b>	<b>\$ 380,909</b>	<b>\$ 301,625</b>	<b>\$ 346,395</b>	<b>\$ 342,060</b>	<b>\$ 388,388</b>	<b>\$ 379,085</b>	<b>\$ 441,132</b>	<b>\$ 404,568</b>	<b>\$ 418,650</b>	<b>\$ 433,419</b>	<b>\$ 448,921</b>
<b>WATER DISTRIBUTION</b>											
<b>7100. PERSONNEL SERVICES</b>											
101 Salaries	\$ 78,147	\$ 65,132	\$ 60,541	\$ 62,274	\$ 63,266	\$ 73,810	\$ 76,024	\$ 78,305	\$ 80,654	\$ 83,073	\$ 85,566
102 Salaries (Overtime)	3,957	2,428	3,343	3,491	5,316	5,204	5,360	5,520	5,686	5,857	6,032
103 FICA	5,911	4,853	4,400	5,031	5,247	6,045	6,226	6,413	6,605	6,803	7,007
104 KPERS	6,132	5,424	5,407	5,781	6,646	8,221	8,468	8,722	8,984	9,253	9,531
105 Health Insurance	13,600	5,117	-	-	-	-	-	-	-	-	-
106 Workers' Compensation	3,791	3,523	1,917	2,838	5,610	3,708	3,819	3,934	4,052	4,173	4,299
107 Unemployment Insurance	417	115	61	474	494	158	163	168	173	178	183
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 111,954</b>	<b>\$ 86,591</b>	<b>\$ 75,669</b>	<b>\$ 79,888</b>	<b>\$ 86,578</b>	<b>\$ 97,145</b>	<b>\$ 100,059</b>	<b>\$ 103,061</b>	<b>\$ 106,153</b>	<b>\$ 109,338</b>	<b>\$ 112,618</b>
<b>7200. CONTRACTUAL SERVICES</b>											
201 Communications	\$ 538	\$ 954	\$ 1,013	\$ 500	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
202 Utilities	43,816	45,330	44,459	50,235	45,000	45,000	45,000	47,250	49,613	52,093	54,698
204 Insurance	7,010	7,302	4,777	4,200	5,000	5,500	6,050	6,655	7,321	8,053	8,858
205 Education, Meetings & Travel	478	327	73	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
206 Professional Services	264	76	1,316	250	101,865	1,500	1,500	1,500	1,500	1,500	1,500
207 Rentals	2,257	-	-	-	-	-	-	-	-	-	-
208 Printing & Advertising	-	45	-	-	-	-	-	-	-	-	-
209 Maint of Machinery & Equip	18	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
210 Maint of Buildings/Grounds	12,200	12,200	13,542	12,500	14,500	15,000	16,000	16,000	16,000	16,000	16,000
220 Other Contractual	772	305	261	500	500	500	500	500	500	500	500
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$ 67,355</b>	<b>\$ 66,539</b>	<b>\$ 65,440</b>	<b>\$ 70,185</b>	<b>\$ 169,365</b>	<b>\$ 70,500</b>	<b>\$ 72,050</b>	<b>\$ 74,905</b>	<b>\$ 77,933</b>	<b>\$ 81,146</b>	<b>\$ 84,556</b>

## Fund # 02

Water

	2011 <u>ACTUAL</u>	2012 <u>ACTUAL</u>	2013 <u>ACTUAL</u>	2014 <u>APPROVED</u>	2014 <u>REVISED</u>	2015 <u>PROPOSED</u>	2016 <u>Est</u>	2017 <u>Est</u>	2018 <u>Est</u>	2019 <u>Est</u>	2020 <u>Est</u>
<b>7300. COMMODITIES</b>											
301 Office Supplies	\$ 4	\$ 39	\$ -	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
302 Clothing & Personal Supplies	170	-	122	100	100	100	100	100	100	100	100
303 Chemicals/Seed/Fertilizer	-	-	-	150	150	150	150	150	150	150	150
304 Machine Parts & Supplies	8,426	1,261	1,993	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
305 Building Materials & Supplies	31,225	17,205	35,981	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
307 Apparatus & Tools	19	186	513	500	500	500	500	500	500	500	500
309 Motor Fuels & Lubricants	8,747	6,769	5,171	7,500	5,500	6,000	6,180	6,365	6,556	6,753	6,956
320 Other Commodities	-	-	27	100	100	100	100	100	100	100	100
<b>TOTAL COMMODITIES</b>	<b>\$ 48,591</b>	<b>\$ 25,459</b>	<b>\$ 43,807</b>	<b>\$ 42,450</b>	<b>\$ 40,450</b>	<b>\$ 40,950</b>	<b>\$ 41,130</b>	<b>\$ 41,315</b>	<b>\$ 41,506</b>	<b>\$ 41,703</b>	<b>\$ 41,906</b>
<b>7400. CAPITAL OUTLAY</b>											
401 Building & Fixed Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
402 Improvements Non-Buildings	-	-	-	60,000	35,000	50,000	40,000	40,000	40,000	40,000	40,000
403 Office Furniture & Equip	-	-	-	-	-	-					
405 Operation/Construction Equip	-	-	4,295	-	-	-	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>		
407 Other Equipment	-	-	-	10,000	10,000	10,000	21,000	10,000	10,000	10,000	10,000
413 Computer Equip & Software	-	-	-	-	1,500	-					
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,295</b>	<b>\$ 70,000</b>	<b>\$ 46,500</b>	<b>\$ 60,000</b>	<b>\$ 76,000</b>	<b>\$ 65,000</b>	<b>\$ 65,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
<b>TOTAL WATER DISTRIBUTION</b>	<b>\$ 227,900</b>	<b>\$ 178,588</b>	<b>\$ 189,212</b>	<b>\$ 262,523</b>	<b>\$ 342,893</b>	<b>\$ 268,595</b>	<b>\$ 289,239</b>	<b>\$ 284,282</b>	<b>\$ 290,592</b>	<b>\$ 282,186</b>	<b>\$ 289,079</b>

## Fund # 02

Water

	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>APPROVED</u>	<u>REVISED</u>	<u>PROPOSED</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>
<b>BEGINNING CASH BALANCE</b>	\$ (2,047)	\$ 43,575	\$ 176,093	\$ 193,611	\$ 206,190	\$ 7,880	\$ 66,154	\$ (65,742)	\$ (169,510)	\$ (301,552)	\$ (448,366)
<b>REVENUE</b>											
510 Sales and Charges	\$ 741,505	\$ 805,842	\$ 539,336	\$ 630,621	\$ 550,000	\$ 550,000	\$ 610,838	\$ 684,139	\$ 684,139	\$ 684,139	\$ 684,139
511 Wholesale Water			236,647	210,000	235,000	235,000	259,024	290,107	290,107	290,107	290,107
512 Bulk Water Sales	17,128	20,087	14,295	17,000	17,000	15,000	16,464	16,464	16,464	16,464	16,464
513 New Utility Services	800	1,500		1,000	-						
Rate Increase Sales						60,838	73,301				
Rate Increase Wholesale						24,024	31,083				
Rate Increase Bulk						1,464					
Other Charges	3,286						-	-	-	-	-
801 Miscellaneous Revenue	76	551	1,200	1,000	-						
802 Reimbursed Expense	-	8,785	593	4,000	1,000	100,000					
808 Water Protection Tax	4,313	3,426	3,322	3,555	3,555	3,500	3,500	3,500	3,500	3,500	3,500
813 Tower Lease	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592	11,592
<b>TOTAL REVENUE</b>	<b>\$ 778,699</b>	<b>\$ 851,783</b>	<b>\$ 806,986</b>	<b>\$ 878,768</b>	<b>\$ 818,147</b>	<b>\$ 1,001,418</b>	<b>\$ 1,005,801</b>	<b>\$ 1,005,801</b>	<b>\$ 1,005,801</b>	<b>\$ 1,005,801</b>	<b>\$ 1,005,801</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>\$ 776,652</b>	<b>\$ 895,358</b>	<b>\$ 983,078</b>	<b>\$ 1,072,379</b>	<b>\$ 1,024,337</b>	<b>\$ 1,009,298</b>	<b>\$ 1,071,956</b>	<b>\$ 940,060</b>	<b>\$ 836,291</b>	<b>\$ 704,249</b>	<b>\$ 557,436</b>

Fund # 02

Water

	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>APPROVED</u>	<u>REVISED</u>	<u>PROPOSED</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>	<u>Est</u>
<b>EXPENSES</b>											
Personnel											
Salaries	\$ 177,303	\$ 137,261	\$ 133,464	\$ 139,438	159,624	\$ 179,695	\$ 185,086	\$ 190,638	\$ 196,358	\$ 202,248	\$ 208,316
Health Insurance	32,581	19,236	24,545	29,232	29,232	33,330	36,663	40,329	44,362	48,798	53,678
All Other Benefits	35,755	27,352	24,487	29,488	40,888	40,603	43,079	44,201	45,358	46,549	47,776
<b>Subtotal</b>	<b>245,639</b>	<b>183,849</b>	<b>182,496</b>	<b>198,159</b>	<b>229,744</b>	<b>253,628</b>	<b>264,827</b>	<b>275,169</b>	<b>286,077</b>	<b>297,596</b>	<b>309,770</b>
Operating Expenses											
Utilities	81,483	85,849	83,238	94,171	86,000	86,975	89,299	93,726	98,375	103,256	108,382
Treatment Chemicals	138,701	137,076	163,855	148,050	145,150	150,150	154,650	159,285	164,059	168,976	174,041
Professional Services	12,481	3,649	3,791	12,750	144,865	10,500	10,620	10,744	10,871	11,002	11,137
Machine Parts & Supplies	19,320	12,124	14,361	16,500	16,500	17,500	17,905	18,322	18,752	19,194	19,650
State Taxes & Fees	37,603	40,151	14,290	44,237	23,406	40,000	40,000	40,000	40,000	40,000	40,000
All Other Expenses	98,055	54,206	96,101	112,458	109,255	112,145	116,923	121,041	125,533	130,433	135,783
<b>Subtotal</b>	<b>387,642</b>	<b>333,055</b>	<b>375,635</b>	<b>428,167</b>	<b>525,176</b>	<b>417,270</b>	<b>429,397</b>	<b>443,118</b>	<b>457,589</b>	<b>472,862</b>	<b>488,993</b>
Capital Outlay											
	34,813	-	26,584	85,000	71,500	81,500	146,000	85,000	85,000	70,000	70,000
<b>Subtotal</b>	<b>34,813</b>	<b>-</b>	<b>26,584</b>	<b>85,000</b>	<b>71,500</b>	<b>81,500</b>	<b>146,000</b>	<b>85,000</b>	<b>85,000</b>	<b>70,000</b>	<b>70,000</b>
Debt Service											
	64,983	59,726	59,827	59,827	59,827	59,827	159,827	159,827	159,827	159,827	159,827
Transfers											
	-	65,235	45,000	43,000	40,000	40,000	44,000	50,000	50,000	50,000	50,000
Overhead Fees											
	-	77,400	87,346	89,314	90,210	90,919	93,646	96,456	99,350	102,330	105,400
<b>TOTAL EXPENSES</b>	<b>\$ 733,076</b>	<b>\$ 719,266</b>	<b>\$ 776,888</b>	<b>\$ 903,467</b>	<b>\$ 1,016,457</b>	<b>\$ 943,144</b>	<b>\$ 1,137,697</b>	<b>\$ 1,109,570</b>	<b>\$ 1,137,843</b>	<b>\$ 1,152,615</b>	<b>\$ 1,183,990</b>
Revenues Over Expenditures											
	\$ 45,623	\$ 132,517	\$ 30,098	\$ (24,699)	\$ (198,310)	\$ 58,274	\$ (131,896)	\$ (103,768)	\$ (132,042)	\$ (146,813)	\$ (178,188)
<b>ENDING BALANCE</b>	<b>\$ 43,575</b>	<b>\$ 176,093</b>	<b>\$ 206,190</b>	<b>\$ 168,912</b>	<b>\$ 7,880</b>	<b>\$ 66,154</b>	<b>\$ (65,742)</b>	<b>\$ (169,510)</b>	<b>\$ (301,552)</b>	<b>\$ (448,366)</b>	<b>\$ (626,554)</b>
<i>as a percentage of expenses</i>	<i>5.9%</i>	<i>24.5%</i>	<i>26.5%</i>	<i>18.7%</i>	<i>0.8%</i>	<i>7.0%</i>	<i>-5.8%</i>	<i>-15.3%</i>	<i>-26.5%</i>	<i>-38.9%</i>	<i>-52.9%</i>

**Water & Sewer Rate Comparisons**

updated 2014-11-03

	<b>Gardner</b>	<b>Paola</b>	<b>Spring Hill</b>	<b>Baldwin</b>	<b>Eudora</b>	<b>Tonganoxie</b>	<b>Current Oz - Res</b>	<b>Proposed Oz</b>
Water								
Customer Charge min included	\$ 12.45	\$ 25.00	\$ 8.00	\$ 6.50	\$ 13.21	\$ 8.55	\$ 13.00	\$ 8.50
Charge / 1000 gal	\$ 5.550	\$ 6.150	\$ 7.600	\$ 10.067	\$ 5.070	\$ 5.220	\$ 4.000	\$ 4.200
other tiers / 1000	first 6k/5.55 next 4k/6.11 next 4k/6.38 next 4k/6.67 Over 18k/6.97						1,000.00 1,500 15,000/\$.34 65,000/\$.30	- 75,000/\$0.32 Comm Only
Bulk / 100								
<i>Bill w/ 6000 gal</i>	\$ 45.75	\$ 61.90	\$ 53.60	\$ 66.90	\$ 43.63	\$ 34.65	\$ 31.00	\$ 33.70 8.71%
Sewer								
Customer Charge min included	\$ 13.24	\$ 23.00	\$ 24.68	\$ 16.00	\$ 20.93	\$ 14.36	\$ 26.08	\$ 28.00
Charge / 1000 gal	\$ 8.44	\$ 3.30	\$ 8.00	\$ 5.15	\$ 3.94	\$ 4.20	\$ 2.50	2.70
<i>Bill w/ 5000 gal</i>	\$ 55.44	\$ 39.50	\$ 48.68	\$ 41.75	\$ 40.63	\$ 31.16	\$ 38.58	\$ 41.50 7.57%
<b>COMBINED BILL</b>	\$ 101.19	\$ 101.40	\$ 102.28	\$ 108.65	\$ 84.26	\$ 65.81	\$ 69.58	\$ 75.20

***Difference from Oz with est. Increase***      \$      **25.99**    \$      **26.20**    \$      **27.08**    \$      **33.45**    \$      **9.06**    \$      **(9.39)**    \$      **(5.62)**    \$      **-**

## Water Rate Examples

		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
Residential						
	Low User	1,000	13.03	12.73	-2.30%	(0.30)
	Medium User	3,600	21.53	23.75	10.31%	2.22
	High User	15,000	67.48	71.98	6.67%	4.50
Commercial						
	Low User	2,500	22.35	19.10	-14.54%	(3.25)
	Medium User	25,000	101.80	114.30	12.28%	12.50
	High User	100,000	345.20	431.70	25.06%	86.50
State Hospital		1,091,000	2,756.54	2,983.18	8.22%	226.64

<b>Residential</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
One Occupant	Mar	900	\$ 13.03	\$ 12.31	-5.52%	(0.72)
	Aug	900	13.03	12.31	-5.52%	(0.72)
Two Occupants	Mar	2,800	18.30	20.36	11.26%	2.06
	Aug	3,000	19.10	21.20	11.00%	2.10
Three Occupants	Mar	4,300	24.36	26.72	9.69%	2.36
	Aug	11,700	54.18	58.02	7.09%	3.84
Family w/ Children	Mar	5,400	28.79	31.37	8.96%	2.58
	Aug	4,900	26.76	29.24	9.27%	2.48
Home with Pool	Mar	7,200	36.06	39.00	8.15%	2.94
	Aug	16,500	85.64	78.34	-8.52%	(7.30)

<b>Business</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
Food Service 1	Mar	15,700	\$ 69.89	\$ 74.95	7.24%	5.06
	Aug	19,400	82.60	90.62	9.71%	8.02
Food Service 2	Mar	31,600	124.46	142.24	14.29%	17.78
	Aug	68,500	250.21	298.41	19.26%	48.20
Food Service 3	Mar	29,900	118.62	135.04	13.84%	16.42
	Aug	74,800	269.40	325.06	20.66%	55.66
Professional Office	Mar	800	18.28	11.89	-34.95%	(6.39)
	Aug	1,000	18.28	12.73	-30.36%	(5.55)
Care Facility	Mar	336,100	1,103.78	1,253.30	13.55%	149.52
	Aug	405,400	1,313.99	1,477.27	12.43%	163.28

<b>Schools</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>change</u>	<u>\$ change</u>
OHS (at Bus Rate)	Mar	95,200	\$ 331.07	\$ 391.21	18.17%	60.14
	Aug	98,800	342.17	402.83	17.73%	60.66
Trojan (at Bus Rate)	Mar	74,200	267.40	322.54	20.62%	55.14
	Aug	207,900	672.66	755.44	12.31%	82.78

**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE: October 2014</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	593,694.00		385,068.52	208,625.48
Codes Enforcement	77,729.00		55,764.39	21,964.61
Police	886,135.00	3,450.00	728,234.88	161,350.12
John Brown Cabin	38,828.00		28,790.64	10,037.36
Public Works	253,291.00		209,487.60	43,803.40
Swimming Pool	3,000.00		2,285.01	714.99
Properties & Maintenance	146,936.00		152,751.28	(5,815.28)
Fire	39,935.00		62,602.09	(22,667.09)
Municipal Court	116,974.00		82,144.76	34,829.24
Levees & Storm Water	12,050.00		8,118.13	3,931.87
Library	141,368.00		107,761.13	33,606.87
<b>TOTAL</b>	<b>2,309,940.00</b>	<b>3,450.00</b>	<b>1,823,008.43</b>	<b>490,381.57</b>
<b>WATER</b>				
Administration	285,176.00		209,489.68	75,686.32
Water Treatment	388,388.00		257,298.83	131,089.17
Water Distribution	242,529.00		308,316.63	(65,787.63)
<b>TOTAL</b>	<b>916,093.00</b>	<b>-</b>	<b>775,105.14</b>	<b>140,987.86</b>
<b>ELECTRIC</b>				
Administration	1,065,141.00		808,957.57	256,183.43
Electric Production	2,349,401.00		1,883,677.92	465,723.08
Elect Transmission	512,324.00		414,820.88	97,503.12
<b>TOTAL</b>	<b>3,926,866.00</b>	<b>-</b>	<b>3,107,456.37</b>	<b>819,409.63</b>
EMPLOYMENT BENEFIT	657,477.00	108,572.18	665,281.54	100,767.64
REFUSE	388,582.00		295,807.87	92,774.13
LIBRARY	10,900.00		9,986.49	913.51
RECREATION	1,000.00		3,705.53	(2,705.53)
RURAL FIRE	79,003.00		48,128.81	30,874.19
INDUSTRIAL	25,285.00		16,128.68	9,156.32
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	245,554.00	900.00	217,470.70	28,983.30
ST IMPROVEMENT	184,880.00	-	54,988.65	129,891.35
BOND & INTEREST	778,495.00		753,495.00	25,000.00
PUBLIC SAFETY EQUIP.	-		-	-
FIRE INS PROCEEDS	15,500.00		-	15,500.00
SEWER	934,760.00		778,614.15	156,145.85
REC EMP BENEFITS	250.00		458.46	(208.46)
GOLF COURSE	251,650.00	3,962.39	233,413.16	22,199.23
SPECIAL REV (FIRE EQUIP)			-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT			-	-
TOURISM	44,079.00	707.50	42,268.04	2,518.46
EVIDENCE LIABLITIY			1,461.50	(1,461.50)
CAPITAL - GENERAL	332,422.00		158,960.80	173,461.20
CAPITAL IMP. - STREET	319,164.00		20,758.84	298,405.16
CAPITAL IMP - SEWER	997,461.00		624,381.70	373,079.30
CAPITAL IMP - GRANTS	-		648,070.30	(648,070.30)
CAFETERIA 125 #50	47,000.00		27,734.41	19,265.59
COURT ADSAP #51	3,000.00		-	3,000.00
COURT BONDS #52	15,000.00		6,325.10	8,674.90
FOREITURES #53	-		-	-
OLD STONE CHURCH #54	1,000.00		-	1,000.00
PAY PAL #55	186.00		-	186.00
<b>GRAND TOTAL</b>	<b>12,485,547.00</b>	<b>117,592.07</b>	<b>10,313,009.67</b>	<b>2,290,129.40</b>

## CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: September 2014	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 10/31/2014
GENERAL OPERATING	202,578.56	2,024,293.81	1,819,558.43	407,313.94		407,313.94
WATER	206,189.85	693,823.69	775,105.14	124,908.40		124,908.40
ELECTRIC	509,131.80	3,437,827.51	3,107,456.37	839,502.94		839,502.94
EMPLOYEE BENEFIT	20,523.22	678,470.04	556,709.36	142,283.90		142,283.90
REFUSE	5,510.67	327,989.10	295,807.87	37,691.90		37,691.90
LIBRARY	98,394.18	13,601.54	9,986.49	102,009.23		102,009.23
RECREATION	-	4,050.99	3,705.53	345.46		345.46
RURAL FIRE	4,173.60	48,926.25	48,128.81	4,971.04		4,971.04
INDUSTRIAL	35,121.46	31,404.60	16,128.68	50,397.38		50,397.38
REVOLVING LOAN	72,758.43	-	-	72,758.43		72,758.43
SPECIAL PARKS & REC	88,220.50	177,385.34	216,570.70	49,035.14		49,035.14
STREET IMPROVEMENTS	122,076.34	118,657.13	54,988.65	185,744.82		185,744.82
BOND & INTEREST	88,616.74	784,510.17	753,495.00	119,631.91		119,631.91
PUBLIC SAFETY EQUIP.	9,068.46	9.16	-	9,077.62		9,077.62
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	383,947.55	686,650.12	778,614.15	291,983.52		291,983.52
RECREATION BENEFIT	-	501.66	458.46	43.20		43.20
GOLF COURSE	26,038.37	202,454.13	229,450.77	(958.27)		(958.27)
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	7,979.00	60,718.07	41,560.54	27,136.53		27,136.53
EVIDENCE LIABILITY	14,361.29	-	1,461.50	12,899.79		12,899.79
CAPITAL - GENERAL	210,479.32	128,400.00	158,960.80	179,918.52		179,918.52
CAPITAL IMP. - STREETS	19,158.54	99,964.26	20,758.84	98,363.96		98,363.96
CAPITAL IMP - SEWER	(301,209.31)	808,316.97	624,381.70	(117,274.04)		(117,274.04)
CAPITAL IMP - GRANTS	260,004.80	640,722.01	648,070.30	252,656.51		252,656.51
CAFETERIA 125 # 50	14,098.88	41,375.16	27,734.41	27,739.63		27,739.63
COURT ADSAP # 51	7,661.00	-	-	7,661.00		7,661.00
COURT BONDS # 52	5,883.86	7,261.10	6,325.10	6,819.86		6,819.86
FORFEITURES # 53	257.29	1,096.13	-	1,353.42		1,353.42
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	-	-	95.65		95.65
<b>TOTALS</b>	<b>2,121,018.30</b>	<b>11,018,408.94</b>	<b>10,195,417.60</b>	<b>2,944,009.64</b>	<b>-</b>	<b>2,944,009.64</b>



CASH TRANSACTIONS REPORT

YEAR: THROUGH OCTOBER  
 City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 01 - GENERAL OPERATING</b>				
100.101 CASH & INVESTMENTS	202,578.56	2,103,665.55	1,898,930.17	407,313.94
Fund: 01	202,578.56	2,103,665.55	1,898,930.17	407,313.94
<b>Fund: 02 - WATER</b>				
100.101 CASH & INVESTMENTS	206,189.85	701,449.16	782,730.61	124,908.40
Fund: 02	206,189.85	701,449.16	782,730.61	124,908.40
<b>Fund: 03 - ELECTRIC</b>				
100.101 CASH & INVESTMENTS	509,131.80	3,504,906.11	3,174,534.97	839,502.94
Fund: 03	509,131.80	3,504,906.11	3,174,534.97	839,502.94
<b>Fund: 04 - EMPLOYEE BENEFIT</b>				
100.101 CASH & INVESTMENTS	20,523.22	792,042.22	670,281.54	142,283.90
Fund: 04	20,523.22	792,042.22	670,281.54	142,283.90
<b>Fund: 05 - REFUSE</b>				
100.101 CASH & INVESTMENTS	5,510.67	327,989.10	295,807.87	37,691.90
Fund: 05	5,510.67	327,989.10	295,807.87	37,691.90
<b>Fund: 06 - LIBRARY</b>				
100.101 CASH & INVESTMENTS	98,394.18	15,176.65	11,561.60	102,009.23
Fund: 06	98,394.18	15,176.65	11,561.60	102,009.23
<b>Fund: 07 - RECREATION</b>				
100.101 CASH & INVESTMENTS	0.00	4,050.99	3,705.53	345.46
Fund: 07	0.00	4,050.99	3,705.53	345.46
<b>Fund: 08 - RURAL FIRE</b>				
100.101 CASH & INVESTMENTS	4,173.60	48,926.25	48,128.81	4,971.04
Fund: 08	4,173.60	48,926.25	48,128.81	4,971.04
<b>Fund: 09 - INDUSTRIAL</b>				
100.101 CASH & INVESTMENTS	35,121.46	32,206.27	16,930.35	50,397.38
Fund: 09	35,121.46	32,206.27	16,930.35	50,397.38
<b>Fund: 10 - REVOLVING LOAN</b>				
100.101 CASH & INVESTMENTS	72,758.43	0.00	0.00	72,758.43
Fund: 10	72,758.43	0.00	0.00	72,758.43
<b>Fund: 11 - SPECIAL PARKS &amp; RECREATION</b>				
100.101 CASH & INVESTMENTS	88,220.50	182,267.27	221,452.63	49,035.14
Fund: 11	88,220.50	182,267.27	221,452.63	49,035.14
<b>Fund: 12 - STREET IMPROVEMENT</b>				
100.101 CASH & INVESTMENTS	122,076.34	119,041.23	55,372.75	185,744.82
Fund: 12	122,076.34	119,041.23	55,372.75	185,744.82
<b>Fund: 13 - BOND &amp; INTEREST</b>				
100.101 CASH & INVESTMENTS	88,616.74	784,510.17	753,495.00	119,631.91
Fund: 13	88,616.74	784,510.17	753,495.00	119,631.91
<b>Fund: 14 - PUBLIC SAFETY EQUIPMENT</b>				
100.101 CASH & INVESTMENTS	9,068.46	9.16	0.00	9,077.62
Fund: 14	9,068.46	9.16	0.00	9,077.62
<b>Fund: 15 - INSURANCE PROCEEDS</b>				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84
<b>Fund: 16 - SEWER</b>				
100.101 CASH & INVESTMENTS	383,947.55	694,655.11	786,619.14	291,983.52
Fund: 16	383,947.55	694,655.11	786,619.14	291,983.52

CASH TRANSACTIONS REPORT

YEAR: THROUGH OCTOBER  
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 17 - RECREATION EMPLOYEE BENEFITS</b>				
100.101 CASH & INVESTMENTS	0.00	501.66	458.46	43.20
Fund: 17	0.00	501.66	458.46	43.20
<b>Fund: 18 - GOLF COURSE</b>				
100.101 CASH & INVESTMENTS	26,038.37	211,516.69	238,513.33	-958.27
Fund: 18	26,038.37	211,516.69	238,513.33	-958.27
<b>Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
<b>Fund: 20 - SPECIAL REVENUE (911)</b>				
100.101 CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
Fund: 20	9,897.41	0.00	0.00	9,897.41
<b>Fund: 21 - LLEBG GRANT</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00
<b>Fund: 22 - TOURISM</b>				
100.101 CASH & INVESTMENTS	7,979.00	62,726.64	43,569.11	27,136.53
Fund: 22	7,979.00	62,726.64	43,569.11	27,136.53
<b>Fund: 23 - EVIDENCE LIABILITY</b>				
100.101 CASH & INVESTMENTS	14,361.29	0.00	1,461.50	12,899.79
Fund: 23	14,361.29	0.00	1,461.50	12,899.79
<b>Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL</b>				
100.101 CASH & INVESTMENTS	210,479.32	128,400.00	158,960.80	179,918.52
Fund: 24	210,479.32	128,400.00	158,960.80	179,918.52
<b>Fund: 25 - CAPITAL IMPROVEMENTS - STREETS</b>				
100.101 CASH & INVESTMENTS	19,158.54	99,964.26	20,758.84	98,363.96
Fund: 25	19,158.54	99,964.26	20,758.84	98,363.96
<b>Fund: 26 - CAPITAL IMPROVEMENTS - SEWER</b>				
100.101 CASH & INVESTMENTS	-301,209.31	808,316.97	624,381.70	-117,274.04
Fund: 26	-301,209.31	808,316.97	624,381.70	-117,274.04
<b>Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS</b>				
100.101 CASH & INVESTMENTS	260,004.80	641,122.01	648,470.30	252,656.51
Fund: 27	260,004.80	641,122.01	648,470.30	252,656.51
<b>Fund: 30 - CLEARING FUND</b>				
100.101 CASH & INVESTMENTS	0.00	6,568,322.41	6,568,322.41	0.00
Fund: 30	0.00	6,568,322.41	6,568,322.41	0.00
<b>Fund: 50 - CAFETERIA 125</b>				
100.101 CASH & INVESTMENTS	14,098.88	48,692.10	35,051.35	27,739.63
Fund: 50	14,098.88	48,692.10	35,051.35	27,739.63
<b>Fund: 51 - COURT ADSAP</b>				
100.101 CASH & INVESTMENTS	7,661.00	0.00	0.00	7,661.00
Fund: 51	7,661.00	0.00	0.00	7,661.00
<b>Fund: 52 - COURT BONDS</b>				
100.101 CASH & INVESTMENTS	5,883.86	7,261.10	6,325.10	6,819.86
Fund: 52	5,883.86	7,261.10	6,325.10	6,819.86
<b>Fund: 53 - FORFEITURES</b>				
100.101 CASH & INVESTMENTS	257.29	1,096.13	0.00	1,353.42
Fund: 53	257.29	1,096.13	0.00	1,353.42

**CASH TRANSACTIONS REPORT**

YEAR: THROUGH OCTOBER  
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 54 - OLD STONE CHURCH DONATIONS</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 54	0.00	0.00	0.00	0.00
<b>Fund: 55 - PAYPAL</b>				
100.101 CASH & INVESTMENTS	95.65	0.00	0.00	95.65
Fund: 55	95.65	0.00	0.00	95.65
Grand Totals:	2,121,018.30	17,888,815.21	17,065,823.87	2,944,009.64



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** November 20, 2014

### Projects

**Sewer Plant.** Sewer Plant Construction is almost complete. We should be substantially complete by December 1<sup>st</sup>, meaning the plant will be operational with the new equipment. Then we will just have some cleanup items to deal with.

**Sports Complex.** Crews have been doing a lot of dirt work at the sports complex getting the site ready for construction of the new building. The relocation of the batting cages makes a major difference on the look of the complex. I urge you do drive by when you get a chance.

**Lake Shelter House.** We are waiting for schedules to clear to get out and start removing part of the chimney so we can have a recommendation to you on how to proceed with the project. We will try very hard to get you some information by the December 18 meeting.

**Sixth Street Underground.** Our electric line crew took the initiative to clean up the power lines on South Sixth Street. From Walnut to Kelly, they moved all of the street lights to the east side of the road and moved all the electric to underground services. All the overhead electric wires going back and forth across the street are gone. It really cleaned up the street and looks significantly better. Crews are just waiting for Suddenlink and Centurylink to move their lines off of the old poles so we can take them down.

### Issues

**Codification.** In the next couple of weeks, City staff will be sending out an RFP for Codification Services which will seek to get our current code caught up with all the ordinances passed over the last several years. Also, we will be asking for both an online hosting and annual service so that our ordinances are updated at least once a year and they will be accessible through our website. We hope to have a vendor to present to you at the first meeting in January.

**Personnel Regulations.** I will have a final draft of the personnel regulations to you in early December, so you can be prepared to discuss and hopefully adopt them on December 18. We would like the new changes to go into effect on January 1, 2015.

**Upcoming Meetings/Dates**

Nov 22	Christmas Opening Celebration
Nov 28-29	City Hall Closed – Thanksgiving
Dec 11	Council Meeting Cancelled
Dec 17	Planning Commission – Hearing on Downtown Perimeter Re-Zoning
Dec 18	Second Council Meeting (moved because of holiday)
Dec 19	Employee Appreciation Breakfast