

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
August 27, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
2. **Welcome**
3. **Pledge of Allegiance**

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)*

4. Agenda Approval
5. Approve City Council Meeting Minutes August 13, 2015
6. Appointment of Elliot Lahn to Planning Commission for term ending September 2016

Regular Agenda

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues
9. Request for \$750 Donation for Cops 'N Bobbers Fishing Derby

Business Requiring Action

10. **CONSIDER ORDINANCE NO. 1000 AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2015 STANDARD TRAFFIC ORDINANCE**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER ORDINANCE NO. 1001 AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER ORDINANCE NO. 1002 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING WAVERLY ROAD AND ASSOCIATED IMPROVEMENTS**

Motion: _____ Second: _____ Vote: _____

13. CONSIDER AGREEMENT WITH BG CONSULTANTS FOR EDGERTON – WELLSVILLE WATER SUPPLY STUDY UPDATE

Motion: _____ Second: _____ Vote: _____

14. CONSIDER RESOLUTION NO. 08-27-15A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO AMENDED AND RESTATED PERFORMANCE AGREEMENTS AND ORIGINATION FEE AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE INTERMODAL FACILITY AND THE LOGISTICS PARK

Motion: _____ Second: _____ Vote: _____

15. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

16. Report by the City Administrator

- Presentation of 2015 Second Quarter Financial Reports
- Designation of Voting Delegate for League of Kansas Municipalities Annual Meeting
- Updated Job Description for Public Works Superintendent and Parks and Recreation Coordinator
- Upcoming Work Session Schedule

17. Report by the Mayor

18. Future Meeting/Event Reminders:

- September 5th 10:00 AM – Cops 'n Bobbers Fishing Derby, Edgerton Lake
- September 7th Labor Day – City Offices Closed
- September 8th 7:00 PM – Planning Commission Meeting
- Week of September 7th – TRASH PICKUP THURSDAY
- September 10th 7:00 PM – City Council Meeting
- September 16th Noon – Senior Lunch
- September 24th 7:00 PM – City Council Meeting

19. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 13, 2015

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on August 13, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Cindy Crooks	present
Jody Brown	present
Darius Crist	present
Clay Longanecker	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn
 Community Development Director Kenny Cook
 City Attorney Patrick Reavey

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes July 23rd, 2015

Motion by Crooks, seconded by Longanecker, to approve the consent agenda.

Motion was approved, 5-0.

4. PUBLIC COMMENTS

Desi Goans, 1110 W. 7th, Edgerton was present to discuss the letter she received on August 10th, 2015. The letter addressed the boat parked in her driveway. Ms. Goans voiced her opinion about code enforcement and agreed to meet with Mayor Roberts and City Administrator at a later date.

Mike Gardner, 32230 W. 56 Highway, represented "Adopt the Children Charity Clay Shoot" and explained the different sponsorships and where the proceeds go. The Mayor's Christmas Tree Fund in Gardner and Edgerton receive funds as well as Harvesters and Cops and Bobbers.

Motion by Longanecker, seconded by Troutner, to give the same amount as last year (\$1200.00)

Motion was approved, 5-0.

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

Kenny Cook, Community Development Director, was present and introduced Kenny Wiseman, new Building Inspector for the City of Edgerton. He indicated the property at 305 E. Nelson is being fixed up to house the Building Inspector. The Mayor and City Council, welcomed Mr. Wiseman to the City of Edgerton.

6. PUBLIC HEARING REGARDING RECOMMENDED 2016 BUDGET

Mayor Roberts opened the public hearing at 7:24, with no public comments the public hearing was closed at 7:26 pm.

7. 2016 BUDGET

The 2016 budget was considered. Beth Linn, City Administrator, overviewed the 2016 budget season starting in May with the citizen survey. The work sessions held in June reviewed the citizen survey results and discussed the General Fund. Following in July, the Utility funds were discussed. The final public hearing for the 2016 budget occurred this evening. The final forms are due to the County Clerk before August 25, 2015.

Motion by Longanecker, seconded by Brown, to approve the 2016 Budget.

Motion was approved, 5-0.

8. PUBLIC HEARING REGARDING 2015 BUDGET FOR SPECIAL HIGHWAY FUND

Beth Linn, City Administrator, gave some background information before the public hearing was opened. The Special Highway fund needs to be amended, because the two projects exceeded the original cost estimates. Those projects were the 7th Street and 8th Street cut outs and CARS Overlay Project for Edgerton Road/207th Street.

Mayor Roberts opened the public hearing at 7:50, with no public comments. The public hearing was closed at 7:52 pm.

9. AMENDMENT OF THE 2015 BUDGET- SPECIAL HIGHWAY FUND

An amendment to the 2015 budget pertaining to special highway fund was considered.

Motion by Crooks, seconded by Longanecker, to amend the 2015 budget- special highway fund.

Motion was approved, 5-0.

10. REPORT BY THE CITY ADMINISTRATOR

A request from City of Wellsville to connect with the Edgerton water system was discussed. The Edgerton City Council is waiting for more information to see how funding will occur. More information will be coming in the future.

There are signs on 199th street about the road closing, it is to be closed for approximately three to four months. The public notice is on the city of Edgerton website and will be in the next newsletter.

Jerry Holly with Johnson County Fire District #1 has informed the City of Edgerton of a control burn in the LPKC district.

Upcoming training for staff and council, Midwest Public Risk Conference is in September, if you would like to attend, please talk with Ms. Linn. Registration deadline is very soon. Also the Kansas League of Municipalities Conference in October will be held in Topeka if anyone would like to attend. Please see Ms. Linn for registration.

Council member Longanecker asked about the new water tower and what is happening with the construction of the bowl. There were some issues that have been taken care of and construction is continuing.

Council member Longanecker asked for more information about the gravel spill.

Council member Crooks asked for a work session with the Johnson County Sheriff Department. City Administrator is to set a date for this work session.

11. REPORT BY THE MAYOR

No report

12. FUTURE MEETING/ EVENT REMINDERS

- August 14th 9:00 pm- Downtown Movie Night (Big Hero 6)
- August 18th 7:00 pm – Special Planning Commission
- August 19th Noon – Senior Lunch
- August 27th 7:00 pm – City Council Meeting

Mayor recessed meeting for a five minute break.

13. AN EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (B)(6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY WAS CONSIDERED

Motion by Crooks, seconded by Troutner, to recess into executive session to include City Administrator, City Attorney and Community Development Director for thirty minutes.

Meeting recessed at 8:18 pm.

Motion by Crooks, seconded by Troutner, to reconvene into regular session with no action taken.

Meeting reconvened at 8:48 pm.

14. ADJOURN

Motion by Crooks, seconded by Brown, to adjourn the meeting.

Motion was approved, 5-0.

Meeting adjourned at 8:50 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

COPS N' BOBBERS

FISHING DERBY



When:
Saturday,
September 5

Time:
10 a.m. – Noon
(Registration is
required and begins
at 9 a.m.)

Where:
Edgerton Lake

Admission: Free

Cops n' Bobbers is a series of fun and educational fishing events. Kids and their families are welcome to enjoy a friendly fishing competition followed by lunch at Edgerton Lake. Prizes will be awarded to ALL participants. For more information, visit www.copsnbobbers.com.

 **EDGERTON**[®]
 global routes. local roots.
PARKS & RECREATION

For more information about our activities, events & parks visit us at edgertonparks.org or give us a call at 913.893.6231.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1000 Amending Chapter XIV of the Edgerton, Kansas Municipal Code to Incorporate the 2015 Standard Traffic Ordinance

Department: Administration

Background/Description of Item: Annually, the League of Kansas Municipalities prepares and publishes the code known as the Standard Traffic Ordinance (STO) for Kansas Cities. This ordinance will adopt the Standard Traffic Ordinance for Kansas Cities Edition 2014 except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Sections 14-102 through 14-105 of the Code of the City of Edgerton. Please find enclosed with this agenda item an article prepared by the League of Kansas Municipalities regarding the changes in the STO.

Enclosure: Draft Ordinance No. 1000
August 2015 Article in Kansas Government Journal regarding Changes to 2015 STO

Related Ordinance(s) or Statute(s): Edgerton City Code Chapter XIV

Recommendation: Approve Ordinance No. 1000 Amending Chapter XIV of the Edgerton, Kansas Municipal Code to Incorporate the 2015 Standard Traffic Ordinance, Subject To Existing Local Traffic Provisions in the City Code Which Supplement And/Or Modify Certain Sections Thereof

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 21, 2015

ORDINANCE NO. 1000

AN ORDINANCE AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2015 STANDARD TRAFFIC ORDINANCE, SUBJECT TO EXISTING LOCAL TRAFFIC PROVISIONS IN THE CITY CODE WHICH SUPPLEMENT AND/OR MODIFY CERTAIN SECTIONS THEREOF.

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

SECTION 1: Article 1 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby amended to state the following:

ARTICLE 1. STANDARD TRAFFIC ORDINANCE

14-101.UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Standard Traffic Ordinance for Kansas Cities" Edition 2015, 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 omitted, deleted, modified, or changed by Sections 14-102 through 14-105 of the existing Code of the City of Edgerton. No fewer than one copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1000" 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 for inspection and available to the public at all reasonable hours. The Sheriff's Department of Johnson County, Kansas, the municipal judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost to the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient. (Ord. 978, 2014; Ord. 941, 2013; Ord. 928, 2012; Ord. 907, 2011; Ord. 896, 2010; Ord. 860, 2009; Ord. 840, 2008; Ord. 830, 2007; Ord. 817, 2006; Ord. 782, 2005; Ord. 768, 2004; Ord. 750, 2003; Ord. 744, 2002; Ord. 729, 2001; Ord. 715, 2000; Ord. 707, 1999; Ord. 697, 1998; Ord. 688, 1997; Ord. 684, 1997; Ord. 675, 1996; Ord. 666, 1995; Ord. 650, 1994; Ord. 634, 1993; Ord. 625, 1992; Ord. 617, 1991; Ord. 604, 1990; Ord. 593, 1989; Ord. 649, 1994; Ord. 578, 1988; Ord. 742, 1987, Ord. 559, 1986)

14-102.PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10 nor more than \$500, except for speeding which shall not be less than \$30 nor more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500, but said fine for subsequent convictions for the same offense may be increased in accordance with Section 201 of the Standard Traffic Ordinance. (Ord. 1000, 2015; Ord. 896, 2010; Ord. 865, 2009) (Former Title – Amendment (Driving While License Canceled, Suspended or Revoked; Penalty) repealed: (Ord. 545, 1985)

(Former Title 14-106 – Failure to Comply with Traffic Citation, Ord. 545, 1985)

SECTION 2: Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby preserved and any modifications or supplements to the Standard Traffic Ordinance stated therein are now applicable to the "Standard Traffic Ordinance for Kansas Cities" Edition 2015.

SECTION 3: Repeal. Former Article 1 of Chapter XIV of the Edgerton Municipal Code is hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 27th DAY OF AUGUST, 2015.

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Legal Forum

by Nicole Proulx Aiken

2015 Standard Traffic Ordinance and Uniform Public Offense Code Changes

The 2015 editions of the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) are available for cities to order. (Find the order form online at www.lkm.org) This article discusses the legislative changes to both publications and some changes made by the editor.

STO

The legislature passed five bills – SB 73, SB 252, HB 2043, HB 2044, and HB 2013 – affecting the STO this year.

- **SB 73** amends the definitions of all-terrain vehicle, recreational off-highway vehicle, and work-site utility vehicle to bring the definitions up-to-date with current manufactured vehicles.
- **SB 252** amends the definition of toxic vapors to include “other halogenated hydrocarbons.” The legislature added this language to ensure substances similar to Freon that do not bear the Freon brand name are included in the definition.
- **HB 2043** amends some statute citations in section 30.1 (Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties) and section 30.2.1 (Refusal to Submit to Alcohol or Drug Test). No substantive changes were made to these sections.
- **HB 2044** establishes a definition for autocycle and amends the definition of motorcycle to include autocycles. The bill also amends section 138 (Riding on Motorcycles) and section 142 (Equipment for Motorcycle Operator or Rider), exempting individuals riding in autocycles from the requirements in these sections. The bill also amends section 182 (Child Passenger Safety Restraining System) and section 182.1 (Seat Belts) requiring children under the age of 14 to be properly restrained in an autocycle and requiring all passengers age 14 and older to wear seat belts in autocycles.
- **HB 2013** amends Section 198 (Vehicle License; Illegal Tag). This section now exempts individuals from prosecution for failing to display a registration decal up to and including the tenth day following the registration’s expiration if they can provide a receipt showing payment of the current 12-month registration period.

UPOC

Six bills – SB 45, SB 252, HB 2048, HB 2055, HB 2124, and HB 2155 – amending the UPOC passed this year.

- **SB 45** amends section 10.1 (Criminal Use of Weapons) to allow individuals to possess a concealed handgun on school property if they are not otherwise prohibited by federal or state law. The

bill also amends section 10.1.1 (Criminal Carrying of a Weapon) to make it unlawful for anyone under the age of 21 to knowingly carry a concealed firearm except when on the person’s land, or in the person’s residence or business.

- **SB 252** (see description in STO section).
- **HB 2048** prohibits cities from enacting or enforcing any ordinance related to the Scrap Metal Theft Reduction Act. Therefore, section 6.24 (Unlawfully Selling Scrap Metal) and section 6.25 (Unlawfully Buying Scrap Metal) have been deleted. The bill also amends section 6.2 (Intent; Permanently Deprive) expanding what is considered prima facie evidence of intent to deprive an owner or lessor of property. The bill also adds a new subsection concerning prima facie evidence for the theft of scrap metal. Please note that while cities can no longer prosecute the unlawful selling or buying of scrap metal, it is the League’s opinion that cities may still prosecute the theft of scrap metal, as long as the scrap metal’s value is less than \$1,000.
- **HB 2055** expands section 3.2 (Battery Against a Law Enforcement Officer) to include battery against a judge, attorney, community corrections officer, or court services officer while they are in the performance of their duty.
- **HB 2124** amends section 10.24 (Smoking Prohibited) to allow smoking in a separately-ventilated area of a medical or clinical research facility for clinical research activities.
- **HB 2155** amends section 11.8 (Gambling) and legalizes fantasy sports leagues.

Editor’s Changes

In addition to the changes described above, the definitions sections of both publications have significantly changed. Many definitions have been added, deleted, and amended. A full list of these changes may be found on page 173 of the STO and page 134 of the UPOC. Also, for the first time this year, the League will provide a red-line copy of the STO and UPOC upon request to all members who purchase a publication. To request a red-line copy, e-mail Anna DeBusk at adebusk@lkm.org.

As always, it is important for city officials and staff to review every section that has changed in the STO and UPOC. Please feel free to contact me or another League attorney with any questions. We are happy to help.

☼ *Nicole Proulx Aiken is Legal Counsel for the League of Kansas Municipalities. She can be reached at naiken@lkm.org or (785) 354-9565.*

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1001 Amending Chapter XI, Article 1, Section 11-101 Of The Code Of The City Of Edgerton, Kansas, Concerning The Uniform Public Offense Code

Department: Administration

Background/Description of Item: Annually, the League of Kansas Municipalities prepares and publishes the code known as the Uniform Public Offense Code (UPOC) for Kansas Cities. This ordinance will adopt the Uniform Public Offense Code Edition 2015, 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 omitted, deleted, modified, or changed Section 11-102 of the existing Code of the City of Edgerton.

Please find enclosed with this agenda item an article prepared by the League of Kansas Municipalities regarding the changes in the UPOC.

Enclosure: Draft Ordinance No. 1001
August 2015 Article in Kansas Government Journal regarding Changes to 2014 UPOC

Related Ordinance(s) or Statute(s): Edgerton City Code Chapter XI

Recommendation: Approve Ordinance No. 1001 Amending Chapter XI, Article 1, Section 11-101 Of The Code Of The City Of Edgerton, Kansas, Concerning The Uniform Public Offense Code

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 21, 2015

ORDINANCE NO. 1001

AN ORDINANCE AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE

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

SECTION 1: That Chapter XI, Article 1, Section 11-101 of the Code of the City of Edgerton is hereby amended to read as follows:

11-101.UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Uniform Public Offense Code," Edition 2015, 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 omitted, deleted, modified, or changed by Section 11-102 of the existing Code of the City of Edgerton. No fewer than one copy of said Uniform Public Offense Code "Official Copy as Adopted by Ordinance No. 1001" 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 for inspection and available to the public at all reasonable hours. The Sheriff's Department of Johnson County, Kansas, the municipal judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost to the city, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

SECTION 2: Repeal. Former Chapter XI, Article 1, Section 11-101 of the Edgerton Municipal Code is hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 27th DAY OF AUGUST, 2015.

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As always, it is important for city officials and staff to review every section that has changed in the STO and UPOC. Please feel free to contact me or another League attorney with any questions. We are happy to help.

☀ *Nicole Proulx Aiken is Legal Counsel for the League of Kansas Municipalities. She can be reached at naiken@lkm.org or (785) 354-9565.*

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1002 Approving the Description and Survey of Lands Necessary for Acquisition of Easements and Road Right-Of-Way Needed for Constructing Waverly Road and Associated Improvements

Department: Public Works

Background/Description of Item: Prior to commencing condemnation proceedings, Kansas Statutes require the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by the proposed improvement. Draft Ordinance No. 1002 begins that process easements and right-of-way along associated with the Waverly Road Project for the property generally known as the Nickell Intermodal located on the Northeast corner of 191st Street and Waverly Road.

The Waverly Road Design-Build team has prepared the description and survey of permanent road right-of-way, permanent drainage easement, permanent utility easement, and a temporary construction easement necessary for the construction of Waverly Road. Those descriptions and surveys are being reviewed, and once approved by City Engineer will be filed with the City Clerk pursuant to Resolution No. 07-23-15A (adopted by the Governing Body of the City of Edgerton, Kansas on July 23, 2015) prior to the City Council considering Ordinance No. 1002.

Ordinance No. 1002 also declares the acquisition of the easements and right-of-way as necessary for construction of Waverly Road within the City.

Staff will continue to negotiate with the Property Owner in hopes of reaching an agreement prior to completion of the eminent domain proceedings.

Enclosure: Draft Ordinance No. 1002

Related Ordinance(s) or Statute(s): K.S.A. 26-201

Recommendation: Approve Ordinance No. 1002 Approving the Description and Survey of Lands Necessary for Acquisition of Easements and Road Right-Of-Way Needed For Constructing Waverly Road and Associated Improvements

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 21, 2015

ORDINANCE NO. 1002

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING WAVERLY ROAD AND ASSOCIATED IMPROVEMENTS

WHEREAS, K.S.A. 26-201 requires that, prior to commencing condemnation proceedings, the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by the proposed improvement.

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

Section 1. That the description and survey of permanent road right-of-way, permanent drainage easement, permanent utility easement, and a temporary construction easement necessary for the construction of Waverly Road -- in the vicinity of the Northeast corner of 191st Street and Waverly Road within the City -- as prepared by the City's retained engineering consultants, approved by the City Engineer, and filed with the City Clerk pursuant to Resolution No. 07-23-15A (adopted by the Governing Body of the City of Edgerton, Kansas on July 23, 2015), are hereby approved.

Section 2. That the action of the Governing Body of the City of Edgerton, Kansas in acquiring easements and right-of-way necessary for construction of Waverly Road within the City (in the vicinity of the Northeast corner of 191st Street and Waverly Road) has been declared necessary by the Governing Body.

Section 3. That the acquisition of temporary and permanent easements, and permanent road right-of-way, as described hereinafter, is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

Section 4. That there be and there is hereby declared to be public necessity to acquire, by Eminent Domain Proceedings for the purpose of constructing Waverly Road -- in the vicinity of the Northeast corner of 191st Street and Waverly Road -- all as described in Section I of this Ordinance, the land hereinafter described:

PARCEL ID NO.: BF221435-2005

OWNER: NICKELL GARDNER KANSAS PROPERTIES, LLC

Permanent Road Right-of-Way "A"

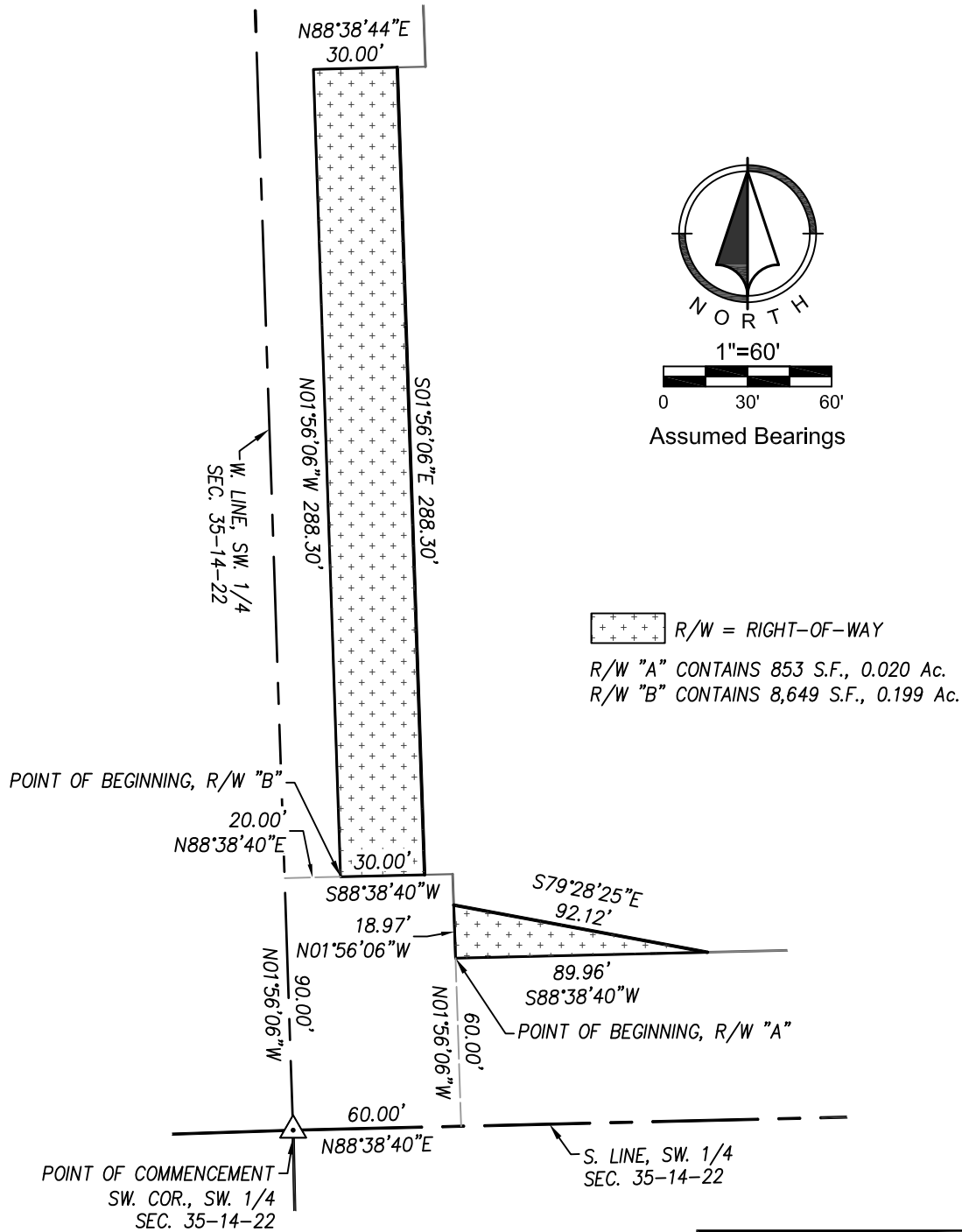
All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the south line of said Southwest Quarter, North 88°38'40" East, 60.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" East, 60.00 feet to the Point of Beginning; thence continuing North 01°56'06" East, 18.97 feet; thence South 79°28'25" East, 92.12 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 89.96 feet to the Point of Beginning, containing 853 square feet, or 0.020 acres, more or less.

Permanent Road Right-of-Way "B"

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North 01°56'06" West, 90.00 feet; thence North 88°38'40" East, 20.00 feet to the Point of Beginning; thence coincident with a line 20 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 288.30 feet; thence North 88°38'44" East, 30.00 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 288.30 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 30.00 feet to the Point of Beginning, containing 8,649 square feet, or 0.199 acres, more or less.



PARCEL ID NO.: BF221435-2005

OWNER: NICKELL GARDNER KANSAS PROPERTIES, LLC

Permanent Drainage Easement

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North 01°56'06" West, 930.08 feet; thence North 88°03'54" East, 60.00 feet to the Point of Beginning; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 130.00 feet; thence North 88°03'54" East, 25.00 feet; thence coincident with a line 85 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 130.00 feet; South 88°03'54" West, 25.00 feet to the Point of Beginning, containing 3,250 square feet, or 0.075 acres, more or less.

Permanent Utility Easement

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North 01°56'06" West, 90.00 feet; thence North 88°38'40" East, 50.00 feet to the Point of Beginning; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 288.30 feet; thence North 88°38'44" East, 10.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 288.30 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 10.00 feet to the Point of Beginning, containing 2,883 square feet, or 0.066 acres, more or less.

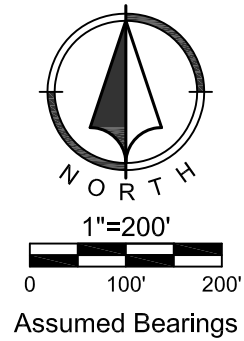
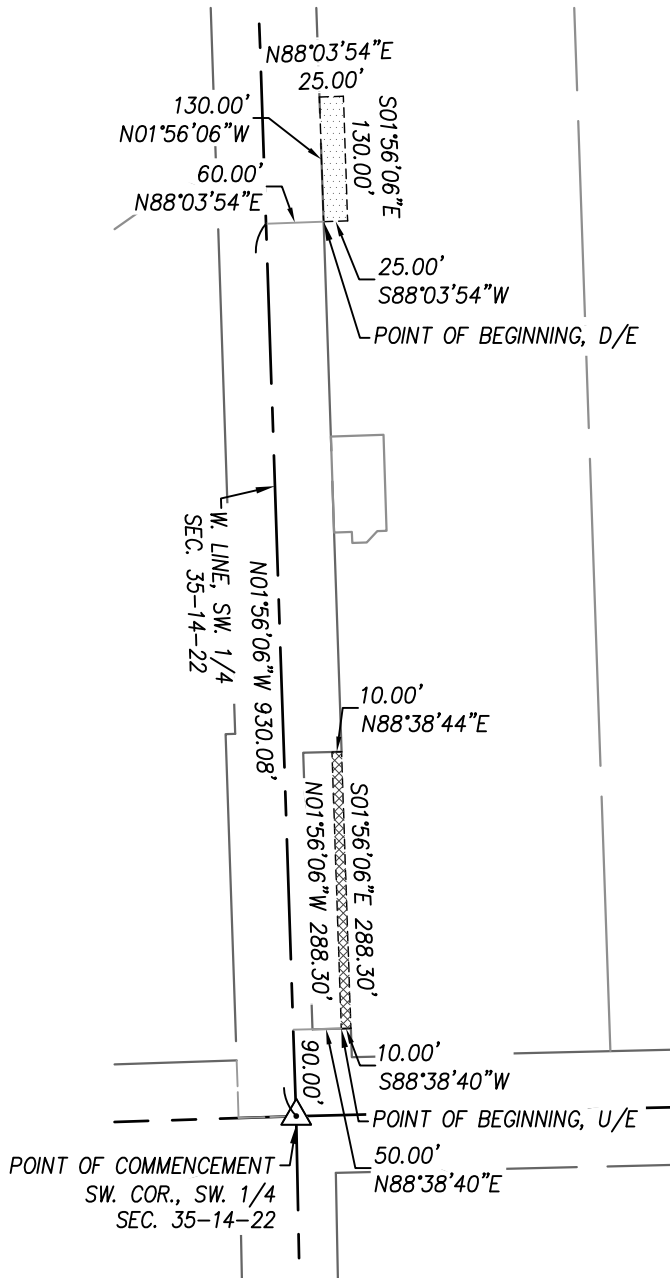
Temporary Construction Easement

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the south line of said Southwest Quarter, North 88°38'40" East, 60.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 78.97 feet to the Point of Beginning; thence continuing North 01°56'06" West, 11.02 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 10.00 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 288.30 feet; thence North 88°38'44" East, 10.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 947.79 feet; thence coincident with the north line of the Southwest Quarter of said Southwest Quarter, North 88°32'34" East, 20.00 feet; thence South 12°27'47" East, 218.93 feet; thence coincident with a line 120 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 350.00 feet; thence North 88°03'54" East, 130.00 feet; thence coincident with a line 250 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 702.61 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 100.05 feet; thence North 79°28'25" West, 92.12 feet to the Point of Beginning, containing 164,953 square feet, or 3.787 acres, more or less.

Permanent Drainage Easement & Permanent Utility Easement

Exhibit ____



U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT

U/E CONTAINS 2,883 S.F., 0.066 Ac.
D/E CONTAINS 3,250 S.F., 0.075 Ac

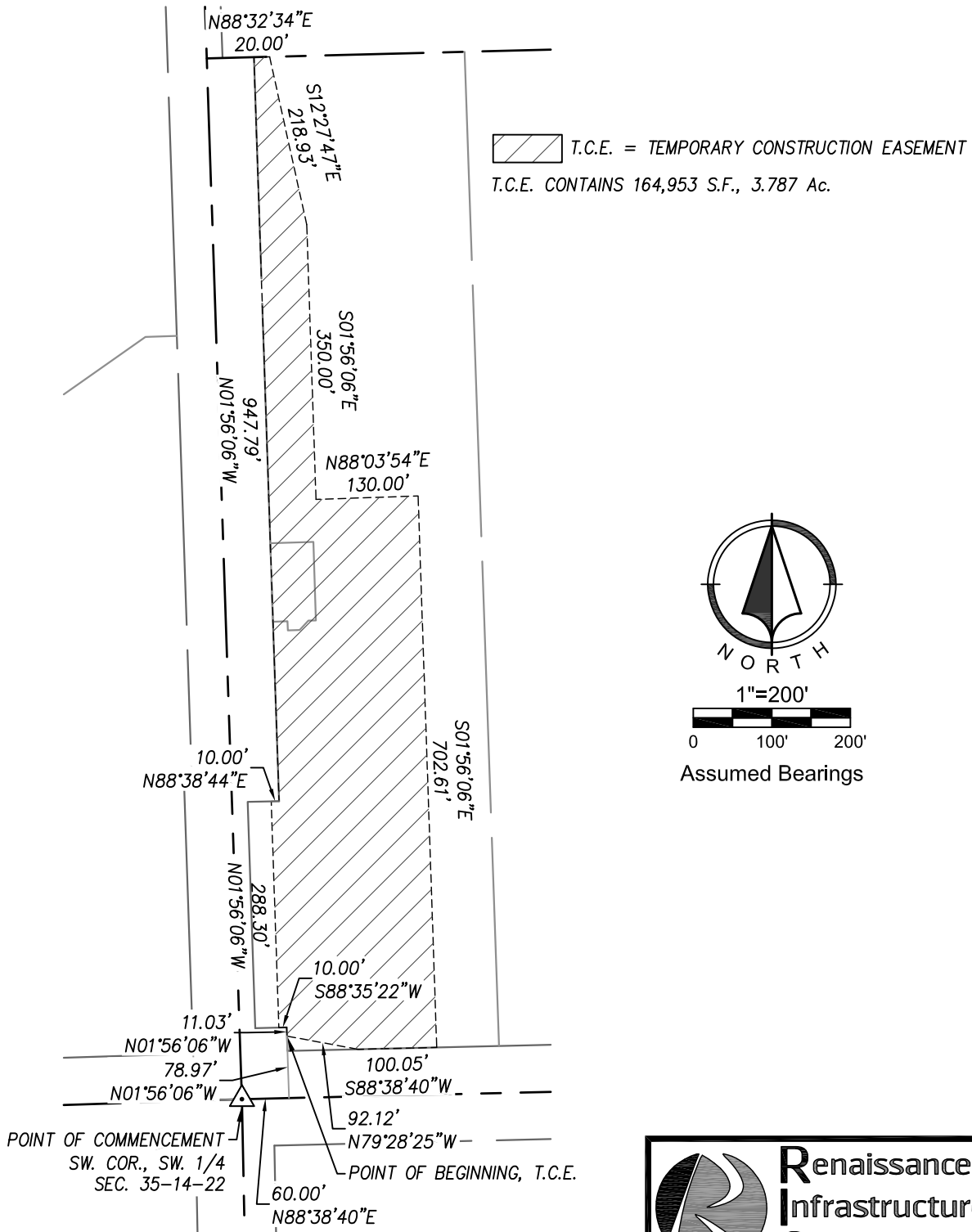
PARCEL ID NO.: BF221435-2005
OWNER: NICKELL GARDNER KANSAS PROPERTIES, LLC

15-0106
Sheet 2 of 3



Temporary Construction Easement

Exhibit ____



PARCEL ID NO.: BF221435-2005
 OWNER: NICKELL GARDNER KANSAS PROPERTIES, LLC

15-0106
 Sheet 3 of 3

Renaissance Infrastructure Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
 KANSAS CITY, KANSAS 66103
 913.317.9500
 WWW.RIC-CONSULT.COM

Section 6. That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 27th day of August, 2015.

Donald Roberts, Mayor

(Seal)

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement with BG Consultants for Edgerton – Wellsville Water Supply Study Update

Department: Utilities

Background/Description of Item: The City of Edgerton has been approached by the City of Wellsville to initiate a dialogue about the possibility of Edgerton transporting wholesale water originating from Miami County Rural Water District #2 (MCRWD2) through the Edgerton water distribution system to Wellsville. The cities previously investigated this topic in some detail back in 2010.

The supply line from Baldwin City to City of Edgerton crosses Wellsville's line at the intersection of US 56 and Douglas County 1061. This crossing presents an opportunity for an interconnection of the two systems that might provide a supplementary supply to Wellsville. Wellsville has maintained water rights from Hillsdale Lake through the Hillsdale Area Water Cooperative (HAWC) group and has indicated they wish to make use of those rights.

Wellsville's existing purchase contract with Baldwin expires in 2017. They are in the process of negotiating a new contract or an extension of the existing contract. City of Edgerton contract with Baldwin City expires in 2023. The current contract with Baldwin City requires Edgerton to pull a minimum amount of water from Baldwin, at a rate that is higher than your supply from (MCRWD2). Wellsville has suggested that an interconnection with Wellsville may allow Edgerton to let that contract expire and still maintain an emergency back-up supply source from Wellsville.

Wellsville has agreed to allow BG Consultants (City Engineer for Edgerton) to perform the study. The scope of work the BG will perform for the first phase includes:

1. Meet with the representatives of Edgerton and Wellsville to receive information about any changes in the existing water purchase contracts, water demands, water allocations and other pertinent information that have occurred since 2010. Copies of all documents will be provided by the City of Edgerton and Wellsville.
2. Review existing water demands and update existing and future water needs of the City of Edgerton and Wellsville in the study as needed. Existing and future availability of water will also be updated. The study will utilize both 15 year (2030) and 25 year (2040) projected water demands.
3. Meet with the representatives of RWD #2 and WD #7 to confirm their capacity to deliver desired flow.
4. Update the analysis of potential wholesale water purchase pricing for the sale of water to Wellsville. This will be provided as a range of prices.
5. Meet with the representatives of Edgerton and Wellsville to present the results of the updated water demand and availability analysis.

This phase of the study does not include an analysis of the Edgerton Water System. It only includes a study of whether water would be available and at what approximate dollar amount. City Engineer suggested that the first phase be used to determine if Wellsville was comfortable with the possible rates.

Then capacity analysis of the existing system would be the next step along with the possible details for connection point.

The cost for the first phase of study as described in the scope of work above is \$5500. The entire cost of the study would be funded by the City of Wellsville.

City Attorney has reviewed and approved the enclosed contract.

Enclosure: Draft Agreement with BG Consultants for the Edgerton – Wellsville Water Supply Study Update

Related Ordinance(s) or Statute(s):

Recommendation: Approve Agreement with BG Consultants for Edgerton – Wellsville Water Supply Study Update

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 21, 2015



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Edgerton – Wellsville Water Supply Study Update

Edgerton, Kansas

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

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

SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

Name:	Beth Linn
Address:	PO Box 255, 404 E. Nelson
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$5,500.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses ~~plus ten (10) percent~~ shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses ~~plus ten (10) percent~~. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested

by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's first remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to \$100,000. All claims by CLIENT shall be deemed relinquished unless filed within the applicable statute of limitations for the claim asserted.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

“supervisor” or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By: _____

By: _____

Printed Name: David J. Hamby

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project Description

The project includes updating the *Edgerton–Wellsville Water Supply Study, Phase 1*, which was completed in May 2010. The City of Wellsville is interested in purchasing water from RWD #2 that would be transported thru WD #7 and the City of Edgerton.

Scope of Services

CONSULTANT will provide the following Scope of Services:

I. Update Water Supply Study

1. Meet with the representatives of Edgerton and Wellsville to receive information about any changes in the existing water purchase contracts, water demands, water allocations and other pertinent information that have occurred since 2010. Copies of all documents will be provided by the City of Edgerton and Wellsville.
2. Review existing water demands and update existing and future water needs of the City of Edgerton and Wellsville in the study as needed. Existing and future availability of water will also be updated. The study will utilize both 15 year (2030) and 25 year (2040) projected water demands.
3. Meet with the representatives of RWD #2 and WD #7 to confirm their capacity to deliver desired flow.
4. Update the analysis of potential wholesale water purchase pricing for the sale of water to Wellsville. This will be provided as a range of prices.
5. Meet with the representatives of Edgerton and Wellsville to present the results of the updated water demand and availability analysis.

EXHIBIT 2
COST AND SCHEDULE

A. ENGINEERING FEE

The lump sum cost for the above scope of services will be \$5,500.00. The work will be billed monthly based upon the percentage of the project scope that is completed.

B. ESTIMATED PROJECT SCHEDULE

CONSULTANT will begin performing Services after receiving notice to proceed from CLIENT. CONSULTANT will submit the updated report to the CLIENT within 6 weeks after receipt of the signed contract.

EXHIBIT 3
SPECIAL PROVISIONS

None.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	August 27, 2015
Agenda Item:	Amendments to Performance Agreements and Origination Fee Agreements
Subject:	Logistics Park

Summary:

The City has previously issued industrial revenue bonds for the ELHC I, ELHC IV, ELHC XI and ELHC XII projects. In connection with each project, the City entered into Performance Agreements and Origination Fee Agreements. Each of these agreements need to be amended to comply with the Amended and Restated Financing Plan and Project Agreement for the intermodal facility.

Resolution

The Resolution authorizes the execution and delivery of an Amended and Restated Performance Agreement for each project. The original Performance Agreement for each project required a PILOT payment equal to 25% of the taxes that would have been due without property tax abatement. The new Performance Agreement requires payment of a fixed PILOT equal to \$0.21 a square foot based on the size of each project. The remainder of the provisions of the agreement have not been changed.

The Resolution also authorizes the execution and delivery of an Amended and Restated Origination Fee Agreement for each project. The original Origination Fee Agreement for each project required an origination fee payment equal to 8% of the amount of bonds actually issued for each project. The new Origination Fee Agreement requires payment of a fixed annual origination fee equal to \$0.41 a square foot based on the size of each project. The remainder of the provisions of the agreement have not been changed.

RESOLUTION NO. 08-27-15A

RESOLUTION AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO AMENDED AND RESTATED PERFORMANCE AGREEMENTS AND ORIGINATION FEE AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE INTERMODAL FACILITY AND THE LOGISTICS PARK

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City has previously issued its Industrial Revenue Bonds (ELHC I Project) Series 2013 (the "ELHC I Bonds"), for the purposes of financing a project, and the City leased the project to ELHC I, LLC, a Kansas limited liability company ("ELHC I"); and

WHEREAS, in consideration for the issuance of the ELHC I Bonds, ELHC I and the City entered into a (a) Performance Agreement dated as of September 1, 2013 (the "ELHC I Original Performance Agreement"), whereby ELHC I agreed to make payments-in-lieu of tax to the City, and (b) Origination Fee Agreement dated as of September 1, 2013 (the "ELHC I Origination Fee Agreement"), whereby ELHC I agreed to make origination fee payments to the City; and

WHEREAS, the ELHC I Original Performance Agreement and the ELHC I Origination Fee Agreement were subsequently assigned by ELHC I to Eagle Exchange Company, LLC, a Kansas limited liability company, with the consent of the City; and

WHEREAS, the City has previously issued its Industrial Revenue Bonds (ELHC IV Project) Series 2014 (the "ELHC IV Bonds"), for the purposes of financing a project, and the City leased the project to ELHC IV, LLC, a Kansas limited liability company ("ELHC IV"); and

WHEREAS, in consideration for the issuance of the ELHC IV Bonds, ELHC IV and the City entered into a (a) Performance Agreement dated as of May 1, 2014 (the "ELHC IV Original Performance Agreement"), whereby ELHC IV agreed to make payments-in-lieu of tax to the City, and (b) Origination Fee Agreement dated as of May 1, 2014 (the "ELHC IV Origination Fee Agreement"), whereby ELHC IV agreed to make origination fee payments to the City; and

WHEREAS, the City has previously issued its Industrial Revenue Bonds (ELHC XI Project) Series 2015 (the "ELHC XI Bonds"), for the purposes of financing a project, and the City leased the project to ELHC XI, LLC, a Kansas limited liability company ("ELHC XI"); and

WHEREAS, in consideration for the issuance of the ELHC XI Bonds, ELHC XI and the City entered into a (a) Performance Agreement dated as of February 1, 2015 (the "ELHC XI Original Performance Agreement"), whereby ELHC XI agreed to make payments-in-lieu of tax to the City,

and (b) Origination Fee Agreement dated as of February 1, 2015 (the "ELHC XI Origination Fee Agreement"), whereby ELHC XI agreed to make origination fee payments to the City; and

WHEREAS, the City has previously issued its Industrial Revenue Bonds (ELHC XII Project Series 2015 (the "ELHC XII Bonds"), for the purposes of financing a project, and the City leased the project to ELHC XII, LLC, a Kansas limited liability company ("ELHC XII"); and

WHEREAS, in consideration for the issuance of the ELHC XII Bonds, ELHC XII and the City entered into a (a) Performance Agreement dated as of February 1, 2015 (the "ELHC XII Original Performance Agreement"), whereby ELHC XII agreed to make payments-in-lieu of tax to the City, and (b) Origination Fee Agreement dated as of February 1, 2015 (the "ELHC XII Origination Fee Agreement"), whereby ELHC XII agreed to make origination fee payments to the City; and

WHEREAS, the parties now desire to make certain amendments to the ELHC I Original Performance Agreement, the ELHC IV Original Performance Agreement, the ELHC XI Original Performance Agreement and the ELHC XII Original Performance Agreement to modify the payment-in-lieu of tax schedule from a percentage based calculation to a fixed calculation based on \$0.21 a square foot of the applicable project; and

WHEREAS, the parties now desire to make certain amendments to the ELHC I Original Origination Fee Agreement, the ELHC IV Original Origination Fee Agreement, the ELHC XI Original Origination Fee Agreement and the ELHC XII Original Origination Fee Agreement to modify the origination fee payment schedule from a percentage calculation based on the amount of bonds issued for the applicable project to a fixed calculation based on \$0.41 a square foot of the applicable project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Amended and Restated Performance Agreements. The Governing Body has been presented with and reviewed forms of the following documents: (i) Amended and Restated Performance Agreement between ELHC I and the City, relating to the ELHC I Bonds (the "ELHC I Amended Performance Agreement"); (ii) Amended and Restated Performance Agreement between ELHC IV and the City, relating to the ELHC IV Bonds (the "ELHC IV Amended Performance Agreement"); (iii) Amended and Restated Performance Agreement between ELHC XI and the City, relating to the ELHC XI Bonds (the "ELHC XI Amended Performance Agreement"); and Amended and Restated Performance Agreement between ELHC XII and the City, relating to the ELHC XII Bonds (the "ELHC XII Amended Performance Agreement"). The ELHC I Amended Performance Agreement, the ELHC IV Amended Performance Agreement, the ELHC XI Amended Performance Agreement, and the ELHC XII Amended Performance Agreement are collectively referred to as the "Amended Performance Agreements."

Section 2. Amended and Restated Origination Fee Agreements. The Governing Body has been presented with and reviewed forms of the following documents: (i) Amended and Restated Origination Fee Agreement between ELHC I and the City, relating to the ELHC I Bonds (the "ELHC I Amended Origination Fee Agreement"); (ii) Amended and Restated Origination Fee Agreement between ELHC IV and the City, relating to the ELHC IV Bonds (the "ELHC IV Amended Origination Fee Agreement"); (iii) Amended and Restated Origination Fee Agreement

between ELHC XI and the City, relating to the ELHC XI Bonds (the "ELHC XI Amended Origination Fee Agreement"); and Amended and Restated Origination Fee Agreement between ELHC XII and the City, relating to the ELHC XII Bonds (the "ELHC XII Amended Origination Fee Agreement"). The ELHC I Amended Origination Fee Agreement, the ELHC IV Amended Origination Fee Agreement, the ELHC XI Amended Origination Fee Agreement, and the ELHC XII Amended Origination Fee Agreement are collectively referred to as the "Amended Origination Fee Agreements."

Section 3. Approval of Amended and Restated Documents. The Governing Body hereby approves the forms of the Amended Performance Agreements and the Amended Origination Fee Agreements.

Section 4. Execution of Amended and Restated Documents. The Mayor of the City is hereby authorized to enter into the Amended Performance Agreements and the Amended Origination Fee Agreements in substantially the forms presented to and reviewed by the Governing Body at this meeting (a copy of such documents upon execution shall be filed in the office of the City Clerk), with such minor revisions as the Mayor may deem necessary and which shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to such documents.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the amended documents.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

ADOPTED this 27th day of August, 2015.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

(SEAL)

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Scott Anderson, Bond Counsel

2015 GENERAL FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
1 Taxes	\$ 1,531,472.83	\$ 1,944,511.00	78.76%	\$ 413,038.17
2 Licenses & Permits	\$ 121,972.48	\$ 185,425.00	65.78%	\$ 63,452.52
4 Charges for Services	\$ 50,741.91	\$ 110,500.00	45.92%	\$ 59,758.09
5 Fines & Forfeitures	\$ 7,680.00	\$ 40,750.00	18.85%	\$ 33,070.00
6 Investment Income	\$ 792.17	\$ 2,000.00	39.61%	\$ 1,207.83
7 Miscellaneous	\$ 130.00	\$ -	#DIV/0!	\$ (130.00)
8 Transfers	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 1,712,789.39</u>	<u>\$ 2,283,186.00</u>	<u>75.02%</u>	<u>\$ 570,396.61</u>
EXPENDITURE				
General Government				
1 Personal Services	\$ 97,982.24	\$ 196,621.00	49.83%	\$ 98,638.76
2 Commodities	\$ 14,942.83	\$ 35,947.00	41.57%	\$ 21,004.17
3 Contractual	\$ 155,547.56	\$ 374,403.66	41.55%	\$ 218,856.10
4 Capital Outlay	\$ -	\$ -	#DIV/0!	\$ -
5 Transfers	\$ -	\$ 717,332.02	0.00%	\$ 717,332.02
	<u>\$ 268,472.63</u>	<u>\$ 1,324,303.68</u>	<u>20.27%</u>	<u>\$ 1,055,831.05</u>
Law Enforcement				
1 Personal Services	\$ 4,155.35	\$ 27,365.00	15.18%	\$ 23,209.65
2 Commodities	\$ -	\$ -	#DIV/0!	\$ -
3 Contractual	\$ 68,584.39	\$ 288,450.00	23.78%	\$ 219,865.61
4 Capital Outlay	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 72,739.74</u>	<u>\$ 315,815.00</u>	<u>23.03%</u>	<u>\$ 243,075.26</u>
Public Works				
1 Personal Services	\$ 74,683.66	\$ 192,981.00	38.70%	\$ 118,297.34
2 Commodities	\$ 30,025.39	\$ 87,411.00	34.35%	\$ 57,385.61
3 Contractual	\$ 56,793.83	\$ 80,636.66	70.43%	\$ 23,842.83
4 Capital Outlay	\$ 6,527.95	\$ 6,163.34	105.92%	\$ (364.61)
6 Transfers	\$ -	\$ 105,501.00	0.00%	\$ 105,501.00
	<u>\$ 168,030.83</u>	<u>\$ 472,693.00</u>	<u>35.55%</u>	<u>\$ 304,662.17</u>

2015 GENERAL FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
Parks				
1 Personal Services	\$ 22,813.80	\$ 48,116.00	47.41%	\$ 25,302.20
2 Commodities	\$ 12,012.25	\$ 35,237.00	34.09%	\$ 23,224.75
3 Contractual	\$ 34,787.00	\$ 49,057.32	70.91%	\$ 14,270.32
4 Capital Outlay	\$ 6,088.48	\$ 7,500.00	81.18%	\$ 1,411.52
6 Transfers	\$ -	\$ 40,000.00	0.00%	\$ 40,000.00
	<u>\$ 75,701.53</u>	<u>\$ 179,910.32</u>	<u>42.08%</u>	<u>\$ 104,208.79</u>
Facilities				
2 Commodities	\$ 659.91	\$ 5,755.00	11.47%	\$ 5,095.09
3 Contractual	\$ 4,992.05	\$ 21,851.00	22.85%	\$ 16,858.95
4 Capital Outlay	\$ 270.41	\$ 500.00	54.08%	\$ 229.59
6 Transfers	\$ 1,493.00	\$ 4,805.00	31.07%	\$ 3,312.00
	<u>\$ 7,415.37</u>	<u>\$ 32,911.00</u>	<u>22.53%</u>	<u>\$ 25,495.63</u>
Community Development				
1 Personal Services	\$ 61,250.12	\$ 153,200.00	39.98%	\$ 91,949.88
2 Commodities	\$ 1,519.31	\$ 5,550.00	27.37%	\$ 4,030.69
3 Contractual	\$ 135,862.29	\$ 62,400.00	217.73%	\$ (73,462.29)
4 Capital Outlay	\$ 3,238.25	\$ 6,500.00	49.82%	\$ 3,261.75
	<u>\$ 201,869.97</u>	<u>\$ 227,650.00</u>	<u>88.68%</u>	<u>\$ 25,780.03</u>
Intermodal				
3 Contractual	\$ 36,328.75	\$ 66,200.00	54.88%	\$ 29,871.25
6 Transfers	\$ 6,606.72	\$ 329,129.00	2.01%	\$ 322,522.28
	<u>\$ 42,935.47</u>	<u>\$ 395,329.00</u>	<u>10.86%</u>	<u>\$ 352,393.53</u>
Information Technology				
2 Commodities	\$ -	\$ 575.00	0.00%	\$ 575.00
3 Contractual	\$ 10,823.68	\$ 20,565.00	52.63%	\$ 9,741.32
4 Capital Outlay	\$ 1,069.58	\$ 12,875.00	8.31%	\$ 11,805.42
	<u>\$ 11,893.26</u>	<u>\$ 34,015.00</u>	<u>34.96%</u>	<u>\$ 22,121.74</u>
Employee Benefits				
1 Personal Services	\$ 94,518.33	\$ 198,038.00	47.73%	\$ 103,519.67
	<u>\$ 94,518.33</u>	<u>\$ 198,038.00</u>	<u>47.73%</u>	<u>\$ 103,519.67</u>

**2015 GENERAL FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)**

	Year-to-Date	Budget	% Used	Remaining
TOTAL REVENUE	\$ 1,712,789.39	\$ 2,283,186.00	75.02%	\$ 570,396.61
TOTAL EXPENDITURE	\$ 943,577.13	\$ 3,180,665.00	29.67%	\$ 2,237,087.87
DIFFERENCE	\$ 769,212.26	\$ (897,479.00)		
		\$ 778,229.00	Budget Authority for Reserve	
		\$ 119,250.00	Transfers to Equip Resv/Parks Trans	
		<u>\$ 897,479.00</u>		
Cash Balance at 6/30/2015	\$ 1,907,758.39			

2015 WATER FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
Non-Departmental				
4 Charges for Services	\$ 192,024.71	\$ 427,000.00	44.97%	\$ 234,975.29
5 Fines & Forfeitures	\$ 6,817.46	\$ 15,952.00	42.74%	\$ 9,134.54
6 Investment Income	\$ 257.57	\$ 1,000.00	25.76%	\$ 742.43
7 Miscellaneous	\$ -	\$ -	#DIV/0!	\$ -
9 Other Sources	\$ 808.67	\$ 3,000.00	26.96%	\$ 2,191.33
	<u>\$ 199,908.41</u>	<u>\$ 446,952.00</u>	<u>44.73%</u>	<u>\$ 247,043.59</u>
EXPENDITURE				
Information Technology				
2 Commodities	\$ -	\$ -	#DIV/0!	\$ -
3 Contractual	\$ 1,405.23	\$ 10,860.00	12.94%	\$ 9,454.77
4 Capital Outlay	\$ -	\$ 4,350.00	0.00%	\$ 4,350.00
	<u>\$ 1,405.23</u>	<u>\$ 15,210.00</u>	<u>9.24%</u>	<u>\$ 13,804.77</u>
Production				
3 Contractual	\$ 78,633.20	\$ 172,200.00	45.66%	\$ 93,566.80
	<u>\$ 78,633.20</u>	<u>\$ 172,200.00</u>	<u>45.66%</u>	<u>\$ 93,566.80</u>
Distribution				
1 Personal Services	\$ 23,599.51	\$ 50,435.00	46.79%	\$ 26,835.49
2 Commodities	\$ 5,172.71	\$ 18,820.00	27.49%	\$ 13,647.29
3 Contractual	\$ 19,852.09	\$ 46,986.00	42.25%	\$ 27,133.91
	<u>\$ 48,624.31</u>	<u>\$ 116,241.00</u>	<u>41.83%</u>	<u>\$ 67,616.69</u>

2015 WATER FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
Administrative-Water				
1 Personal Services	\$ -	\$ -	#DIV/0!	\$ -
2 Commodities	\$ 4,588.27	\$ 15,322.00	29.95%	\$ 10,733.73
3 Contractual	\$ 15,644.19	\$ 21,331.00	73.34%	\$ 5,686.81
4 Capital Outlay	\$ 133.00	\$ -	#DIV/0!	\$ (133.00)
5 Debt Service	\$ 41,195.14	\$ 82,391.00	50.00%	\$ 41,195.86
6 Transfers	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 61,560.60</u>	<u>\$ 119,044.00</u>	<u>51.71%</u>	<u>\$ 57,483.40</u>
Employee Benefits				
1 Personal Services	\$ 11,725.27	\$ 23,136.00	50.68%	\$ 11,410.73
	<u>\$ 11,725.27</u>	<u>\$ 23,136.00</u>	<u>50.68%</u>	<u>\$ 11,410.73</u>
TOTAL REVENUE	\$ 199,908.41	\$ 446,952.00	44.73%	\$ 247,043.59
TOTAL EXPENDITURE	\$ 201,948.61	\$ 445,831.00	45.30%	\$ 243,882.39
DIFFERENCE	\$ (2,040.20)	\$ 1,121.00		
Cash Balance at 6/30/2015	\$ 235,981.55			

2015 SEWER FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
Non-Departmental				
2 Licenses & Permits	\$ 50.00	\$ -	#DIV/0!	\$ (50.00)
4 Charges for Services	\$ 129,990.94	\$ 343,381.00	37.86%	\$ 213,390.06
6 Investment Income	\$ 86.15	\$ 150.00	57.43%	\$ 63.85
7 Miscellaneous	\$ -	\$ -	#DIV/0!	\$ -
8 Transfers	\$ -	\$ -	#DIV/0!	\$ -
9 Other Sources	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 130,127.09</u>	<u>\$ 343,531.00</u>	<u>37.88%</u>	<u>\$ 213,403.91</u>
EXPENDITURE				
Information Technology				
2 Commodities	\$ -	\$ -	#DIV/0!	\$ -
3 Contractual	\$ 1,256.23	\$ 5,591.00	22.47%	\$ 4,334.77
4 Capital Outlay	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 1,256.23</u>	<u>\$ 5,591.00</u>	<u>22.47%</u>	<u>\$ 4,334.77</u>
Treatment Plant				
1 Personal Services	\$ 29,848.82	\$ 62,449.00	47.80%	\$ 32,600.18
2 Commodities	\$ 49,724.10	\$ 144,452.00	34.42%	\$ 94,727.90
3 Contractual	\$ 5,040.23	\$ 17,500.00	28.80%	\$ 12,459.77
4 Capital Outlay	\$ 1,146.98	\$ -	#DIV/0!	\$ (1,146.98)
	<u>\$ 85,760.13</u>	<u>\$ 224,401.00</u>	<u>38.22%</u>	<u>\$ 138,640.87</u>
Sewer Line Maintenance				
2 Commodities	\$ 815.51	\$ 2,421.49	33.68%	\$ 1,605.98
3 Contractual	\$ 283.50	\$ 1,000.00	28.35%	\$ 716.50
4 Capital Outlay	\$ 78.51	\$ 2,078.51	3.78%	\$ 2,000.00
	<u>\$ 1,177.52</u>	<u>\$ 5,500.00</u>	<u>21.41%</u>	<u>\$ 4,322.48</u>
Lift Stations & Vaults				
2 Commodities	\$ 1,295.37	\$ 1,500.00	86.36%	\$ 204.63
3 Contractual	\$ 1,091.45	\$ 2,405.00	45.38%	\$ 1,313.55
4 Capital Outlay	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 2,386.82</u>	<u>\$ 3,905.00</u>	<u>61.12%</u>	<u>\$ 1,518.18</u>

2015 SEWER FUND
SECOND QUARTER FINANCIAL REPORT (unaudited)

	Year-to-Date	Budget	% Used	Remaining
Administrative-Sewer				
1 Personal Services	\$ -	\$ -	#DIV/0!	\$ -
2 Commodities	\$ 2,678.37	\$ 8,222.00	32.58%	\$ 5,543.63
3 Contractual	\$ 30,391.16	\$ 57,575.00	52.79%	\$ 27,183.84
4 Capital Outlay	\$ -	\$ -	#DIV/0!	\$ -
5 Debt Service	\$ 10,081.43	\$ 20,165.00	49.99%	\$ 10,083.57
6 Transfers	\$ -	\$ -	#DIV/0!	\$ -
	<u>\$ 43,150.96</u>	<u>\$ 85,962.00</u>	<u>50.20%</u>	<u>\$ 42,811.04</u>
Employee Benefits				
1 Personal Services	\$ 14,515.85	\$ 27,802.00	52.21%	\$ 13,286.15
	<u>\$ 14,515.85</u>	<u>\$ 27,802.00</u>	<u>52.21%</u>	<u>\$ 13,286.15</u>
TOTAL REVENUE	\$ 130,127.09	\$ 343,531.00	37.88%	\$ 213,403.91
TOTAL EXPENDITURE	\$ 148,247.51	\$ 353,161.00	41.98%	\$ 204,913.49
DIFFERENCE	\$ (18,120.42)	\$ (9,630.00)		
Cash Balance at 6/30/2015	\$ 33,497.33			