



MEETING NOTICE
ROSE HILL CITY COUNCIL
REGULAR MEETING
Monday, October 2, 2017
7:00 p.m.
ROSE HILL CITY HALL/COUNCIL CHAMBERS
125 W. ROSEWOOD

WORKSHOP

- o No workshop is planned for this meeting.

AGENDA

- Call to Order
- Invocation and Flag Salute
- Consent Agenda
 - o Minutes
 - o Claims
 - o Kansas Natural Gas franchise ordinance renewal
 - o Approval of replacement OEM mixer/aerator for sewer plant digester
- Citizen Forum
- Approval of Agenda
- Action Items:
 1. Information management in City operations
 2. Application for Zoning Amendment for RV regulations
 3. Resolution to authorize annual longevity and pay for performance programs
 4. Agreement for participation in Wichita Area Metropolitan Planning Organization's Planning Walkable Places Program
- Staff Reports
- Adjournment



**MINUTES
THE REGULAR MEETING OF THE ROSE HILL
CITY COUNCIL TUESDAY, SEPTEMBER 18, 2017 –
7:00 P.M. ROSE HILL CITY HALL/COUNCIL
CHAMBERS**

Call to Order

The regular meeting of the Rose Hill City Council was called to order at 7:00 p.m. by Mayor Roger Perryn. Councilmembers present, Beth Pompa, Bill Baker, Ross Chappell, and Danny Cunningham. Councilmember James Bilby absent with prior notice. Administration and staff present: Austin Gilley, City Administrator; Kelly Mendoza, City Clerk, and Andrew Marino, City Attorney.

Invocation and Flag Salute

Pastor Ron Long, Rose Hill Baptist Church gave the invocation, followed by the flag salute.

Consent Agenda

Councilmember Pompa made motion seconded by Cunningham to approve the 09/18/2017 consent agenda as presented. Motion carried 4-0.

Citizen Forum

Steve Huckaby of 243 Tiffany, spoke regarding WAMPO funding.

Approval of Agenda

Councilmember Pompa made motion to approve the agenda as presented seconded by Cunningham. Motion carried 4-0.

Presentations

Ceremonial swearing-in of new Police Officer Blake Weekley.

Resolution to approve the 2018 Street Maintenance Plan

Councilmember Pompa made motion to approve Resolution #582 approving the 2018 Street Maintenance Plan seconded by Cunningham. Motion carried 4-0.

Resolution to approve Fall Festival CMB application, temporarily waive fees, and temporarily waive prohibition of alcohol in Shorty Cox Park

Councilmember Chappell made motion to approve Resolution #583 approving the Fall Festival application and temporarily waiving the fees and prohibition of alcohol in Shorty Cox Park seconded by Baker. Motion carried 4-0.

Approval of natural gas franchise renewal ordinance

Consensus of Council to table until next scheduled meeting.

Staff Reports

The City Administrator updated the Council with the latest status report. No action was taken.

Adjournment

Councilmember Pompa made motion seconded by Chappell to adjourn the meeting at 7:39 p.m. Motion carried 4-0.

Respectfully submitted:

Kelly Mendoza
City Clerk



Rose Hill, KS

Council Expense Approval Report - App. Ord. # 19 - 10/02/17

By Vendor Name

Payable Dates 09/19/2017 - 10/02/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 2084 - Aflac					
Aflac	10/02/2017	Employee paid premiums	Cafeteria Plan Withholding	114-110-100210	354.50
Vendor 2084 - Aflac Total:					354.50
Vendor: 3321 - Alternative Electric LLC					
Alternative Electric LLC	10/02/2017	Install new underground electric service	Professional Services	100-130-400310	1,480.00
Vendor 3321 - Alternative Electric LLC Total:					1,480.00
Vendor: 1737 - APAC, Kansas Inc. - Shears Division					
APAC, Kansas Inc. - Shears Division	10/02/2017	Asphalt for Road Repairs	Asphalt	199-130-400620	517.22
Vendor 1737 - APAC, Kansas Inc. - Shears Division Total:					517.22
Vendor: 3022 - Atwoods					
Atwoods	10/02/2017	Uniforms	Uniforms and Service	112-112-400375	22.99
Atwoods	10/02/2017	Uniforms	Uniforms and Service	113-113-400375	22.99
Atwoods	10/02/2017	Uniforms	Uniforms and Service	100-130-400375	17.49
Atwoods	10/02/2017	Uniforms	Uniforms and Service	100-140-400375	17.49
Atwoods	10/02/2017	Hardware and Uniforms	Operating Supplies	100-130-400395	6.13
Atwoods	10/02/2017	Hardware and Uniforms	Operating Supplies	100-140-400395	6.13
Atwoods	10/02/2017	Hardware and Uniforms	Uniforms and Service	112-112-400375	20.69
Atwoods	10/02/2017	Hardware and Uniforms	Operating Supplies	112-112-400395	6.13
Atwoods	10/02/2017	Hardware and Uniforms	Uniforms and Service	113-113-400375	20.69
Atwoods	10/02/2017	Hardware and Uniforms	Operating Supplies	113-113-400395	6.13
Vendor 3022 - Atwoods Total:					146.86
Vendor: 3193 - Bank of America					
Bank of America	09/22/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	250.00
Vendor 3193 - Bank of America Total:					250.00
Vendor: 0892 - Big Tool Store					
Big Tool Store	10/02/2017	Tie Down Equipment	Operating Supplies	100-130-400395	30.49
Big Tool Store	10/02/2017	Tie Down Equipment	Operating Supplies	100-140-400395	30.49
Big Tool Store	10/02/2017	Tie Down Equipment	Operating Supplies	112-112-400395	30.49
Big Tool Store	10/02/2017	Tie Down Equipment	Operating Supplies	113-113-400395	30.49
Vendor 0892 - Big Tool Store Total:					121.96
Vendor: 1813 - Butler Co. Register of Deeds					
Butler Co. Register of Deeds	10/02/2017	Filing Fee for Easement	Miscellaneous	100-110-400400	18.00
Vendor 1813 - Butler Co. Register of Deeds Total:					18.00
Vendor: 1891 - Butler County Jail					
Butler County Jail	10/02/2017	Inmate Housing - Aug 2017	Prisoner Housing	100-120-400365	175.00
Vendor 1891 - Butler County Jail Total:					175.00
Vendor: 0786 - Butler Rural Electric					
Butler Rural Electric	10/02/2017	Utilities - Electric	Storm Sirens	100-120-400214	32.55
Butler Rural Electric	10/02/2017	Utilities - Electric	Electricity	100-140-400210	732.04
Butler Rural Electric	10/02/2017	Utilities - Electric	Street Lights	100-170-400501	283.21
Butler Rural Electric	10/02/2017	Utilities - Electric	Electricity	112-112-400210	199.46
Butler Rural Electric	10/02/2017	Utilities - Electric	Electricity	113-113-400210	3,475.49
Vendor 0786 - Butler Rural Electric Total:					4,722.75
Vendor: 3109 - CASH					
CASH	10/02/2017	Replenish Petty Cash Drawer	Miscellaneous	100-120-400400	250.00
Vendor 3109 - CASH Total:					250.00
Vendor: 2695 - CENEX Fleet Fueling					
CENEX Fleet Fueling	10/02/2017	Fuel	Fuel	100-120-400225	983.73
CENEX Fleet Fueling	10/02/2017	Fuel	Fuel	100-130-400225	32.58

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
CENEX Fleet Fueling	10/02/2017	Fuel	Fuel	100-140-400225	32.58
CENEX Fleet Fueling	10/02/2017	Fuel	Fuel	112-112-400225	32.58
CENEX Fleet Fueling	10/02/2017	Fuel	Fuel	113-113-400225	32.57
Vendor 2695 - CENEX Fleet Fueling Total:					1,114.04
Vendor: 0337 - Central Key & Safe Co. Inc.					
Central Key & Safe Co. Inc.	10/02/2017	Keys for Park Bathrooms	Operating Supplies	100-140-400395	43.25
Vendor 0337 - Central Key & Safe Co. Inc. Total:					43.25
Vendor: 3384 - City of El Dorado					
City of El Dorado	10/02/2017	Polygraph	Professional Services	100-120-400310	100.00
Vendor 3384 - City of El Dorado Total:					100.00
Vendor: 0131 - City of Wichita - Water Dept.					
City of Wichita - Water Dept.	10/02/2017	Water Purchase	WATER PURCHASE	112-112-400910	19,705.36
Vendor 0131 - City of Wichita - Water Dept. Total:					19,705.36
Vendor: 3220 - Companion Life					
Companion Life	10/02/2017	Gap Insurance Premium	HEALTH INSURANCE	100-120-400403	137.57
Companion Life	10/02/2017	Gap Insurance Premium	HEALTH INSURANCE	100-140-400403	87.94
Companion Life	10/02/2017	Gap Insurance Premium	Health Insurance	101-110-400403	69.59
Companion Life	10/02/2017	Gap Insurance Premium	Cafeteria Plan Withholding	114-110-100210	73.78
Vendor 3220 - Companion Life Total:					368.88
Vendor: 1742 - Cox Communications					
Cox Communications	10/02/2017	Internet - North Water Tower	Internet Service	112-112-400212	81.32
Cox Communications	10/02/2017	Internet - South Water Tower	Internet Service	112-112-400212	81.32
Vendor 1742 - Cox Communications Total:					162.64
Vendor: 2880 - Crown Trophy					
Crown Trophy	10/02/2017	Plaque	Professional Services	100-120-400310	40.00
Vendor 2880 - Crown Trophy Total:					40.00
Vendor: 0882 - Earl Herren Insurance Inc.					
Earl Herren Insurance Inc.	10/02/2017	Insurance	Property and Liability Insurance	100-110-400220	110.00
Vendor 0882 - Earl Herren Insurance Inc. Total:					110.00
Vendor: 3316 - Entenmann-Rovin Co.					
Entenmann-Rovin Co.	10/02/2017	Badges & Cap pieces	Uniforms and Service	100-120-400375	906.60
Entenmann-Rovin Co.	10/02/2017	Badges & Cap pieces	Reserve Officers	100-120-400387	634.60
Vendor 3316 - Entenmann-Rovin Co. Total:					1,541.20
Vendor: 2841 - Fastenal Company					
Fastenal Company	10/02/2017	Marking Paint for Streets	Operating Supplies	100-130-400395	29.64
Fastenal Company	10/02/2017	Marking Paint and Bolts	Operating Supplies	113-113-400395	104.45
Vendor 2841 - Fastenal Company Total:					134.09
Vendor: 1767 - Garnett Auto Supply #4					
Garnett Auto Supply #4	10/02/2017	Battery Replacement for Asphalt Roller	Equipment Repair	100-130-400290	102.34
Vendor 1767 - Garnett Auto Supply #4 Total:					102.34
Vendor: 0040 - Grainger					
Grainger	10/02/2017	Blue Marking Flags	Operating Supplies	112-112-400395	110.10
Vendor 0040 - Grainger Total:					110.10
Vendor: 3270 - Great West Financial					
Great West Financial	09/22/2017	Deferred Comp.	Deferred Compensation	114-110-100220	690.00
Great West Financial	09/22/2017	Deferred Comp.	Deferred Compensation	114-110-100220	329.98
Vendor 3270 - Great West Financial Total:					1,019.98
Vendor: 0475 - Halls Culligan, Inc.					
Halls Culligan, Inc.	10/02/2017	Drinking water - Shop	Professional Services	100-130-400310	4.95
Halls Culligan, Inc.	10/02/2017	Drinking water - Shop	Professional Services	100-140-400310	4.95
Halls Culligan, Inc.	10/02/2017	Drinking water - WWTF	Professional Services	112-112-400310	13.00
Halls Culligan, Inc.	10/02/2017	Drinking water - WWTF	Professional Services	113-113-400310	13.00
Halls Culligan, Inc.	10/02/2017	Drinking water - City Hall	Professional Services	100-110-400310	17.03
Halls Culligan, Inc.	10/02/2017	Drinking water - City Hall	Professional Services	100-120-400310	17.02
Halls Culligan, Inc.	10/02/2017	Drinking water - City Hall	Professional Services	100-110-400310	17.03

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Halls Culligan, Inc.	10/02/2017	Drinking water - City Hall	Professional Services	100-120-400310	17.02
Vendor 0475 - Halls Culligan, Inc. Total:					104.00
Vendor: 3223 - Health Equity					
Health Equity	09/22/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	25.00
Vendor 3223 - Health Equity Total:					25.00
Vendor: 2949 - Jani-King of Wichita					
Jani-King of Wichita	10/02/2017	Cleaning services	Janitorial Services	100-110-400416	368.16
Jani-King of Wichita	10/02/2017	Cleaning services	Janitorial Services	112-112-400416	368.16
Jani-King of Wichita	10/02/2017	Cleaning services	Janitorial Services	113-113-400416	368.16
Vendor 2949 - Jani-King of Wichita Total:					1,104.48
Vendor: 0066 - K.P.E.R.S.					
K.P.E.R.S.	09/22/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	141.71
K.P.E.R.S.	09/22/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	218.10
K.P.E.R.S.	09/22/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	1,366.95
K.P.E.R.S.	09/22/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	829.70
K.P.E.R.S.	09/22/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	2,753.90
Vendor 0066 - K.P.E.R.S. Total:					5,310.36
Vendor: 1547 - Kansas Payment Center					
Kansas Payment Center	10/02/2017	Child Support Payments	MISCELLANEOUS DEDUCT. PAY...	114-110-100400	777.76
Vendor 1547 - Kansas Payment Center Total:					777.76
Vendor: 0067 - Kansas State Treasurer					
Kansas State Treasurer	10/02/2017	Pre-Paid State Court Fees	Court Fees to State (Correct ne...	100-121-400413	1,035.78
Vendor 0067 - Kansas State Treasurer Total:					1,035.78
Vendor: 2480 - Konica Minolta Business Solutions					
Konica Minolta Business Solutions	10/02/2017	Copier Usage - PD	Copier Expense	100-120-400216	93.79
Vendor 2480 - Konica Minolta Business Solutions Total:					93.79
Vendor: 3070 - Konica Minolta Finance					
Konica Minolta Finance	10/02/2017	Copier Lease & Maintenance - Admin	Copier Expense	100-110-400216	389.37
Vendor 3070 - Konica Minolta Finance Total:					389.37
Vendor: 0004 - Meridian Analytical Labs, LLC					
Meridian Analytical Labs, LLC	10/02/2017	503 Sludge Samples	LABORATORY FEES	113-113-400775	905.00
Vendor 0004 - Meridian Analytical Labs, LLC Total:					905.00
Vendor: 0396 - Mike Johnson Sales					
Mike Johnson Sales	10/02/2017	Business Cards	Operating Supplies	100-130-400395	26.00
Mike Johnson Sales	10/02/2017	Business Cards	Operating Supplies	100-140-400395	26.00
Vendor 0396 - Mike Johnson Sales Total:					52.00
Vendor: 0144 - Murphy Tractor & Equip. Co.					
Murphy Tractor & Equip. Co.	10/02/2017	Filters for John Deere Loader	Vehicle Repair & Maintenance	112-112-400295	60.05
Murphy Tractor & Equip. Co.	10/02/2017	Filters for John Deere Loader	Vehicle Repair & Maintenance	113-113-400295	60.05
Vendor 0144 - Murphy Tractor & Equip. Co. Total:					120.10
Vendor: 1064 - PMSI					
PMSI	10/02/2017	Asphalt Equipment	Operating Supplies	100-130-400395	95.50
PMSI	10/02/2017	Crack Seal Material	Operating Supplies	100-130-400395	3,510.00
Vendor 1064 - PMSI Total:					3,605.50
Vendor: 3235 - Postalocity					
Postalocity	10/02/2017	UB Billing & Postage	Postage	112-112-400270	455.00
Postalocity	10/02/2017	UB Billing & Postage	Professional Services	112-112-400310	195.00
Postalocity	10/02/2017	UB Billing & Postage	Postage	113-113-400270	455.00
Postalocity	10/02/2017	UB Billing & Postage	Professional Services	113-113-400310	195.00
Vendor 3235 - Postalocity Total:					1,300.00
Vendor: 0100 - Quill Corporation					
Quill Corporation	10/02/2017	Desk	Office Supplies	100-120-400410	169.99
Vendor 0100 - Quill Corporation Total:					169.99

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 0987 - Ravenscraft Implement Inc.					
Ravenscraft Implement Inc.	10/02/2017	Parts for 12 Ft Bush hog	Equipment Repair	100-130-400290	133.03
Ravenscraft Implement Inc.	10/02/2017	Parts for 12 Ft Bush hog	Equipment Repair	100-140-400290	133.04
Ravenscraft Implement Inc.	10/02/2017	Parts for 12 Ft Bush hog	Equipment Repair	112-112-400290	133.04
Ravenscraft Implement Inc.	10/02/2017	Parts for 12 Ft Bush hog	Equipment Repair	113-113-400290	133.04
Vendor 0987 - Ravenscraft Implement Inc. Total:					532.15
Vendor: 3309 - RoadSafe Traffic Systems					
RoadSafe Traffic Systems	10/02/2017	Paint for Streets	Operating Supplies	100-130-400395	189.00
Vendor 3309 - RoadSafe Traffic Systems Total:					189.00
Vendor: 0108 - Rose Hill Bank - S					
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	329.66
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	312.01
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	77.08
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	2,836.42
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	942.02
Rose Hill Bank - S	09/22/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	4,027.72
Vendor 0108 - Rose Hill Bank - S Total:					8,524.91
Vendor: 0105 - Rose Hill Community Library					
Rose Hill Community Library	10/02/2017	Tax appropriation	Library Appropriation	101-110-400913	9,681.03
Vendor 0105 - Rose Hill Community Library Total:					9,681.03
Vendor: 0109 - Rose Hill Veterinary Clinic					
Rose Hill Veterinary Clinic	10/02/2017	Animal Control Services	Animal Control	100-120-400385	825.00
Vendor 0109 - Rose Hill Veterinary Clinic Total:					825.00
Vendor: 2905 - Sackett Electric, Inc.					
Sackett Electric, Inc.	10/02/2017	Outlet installs for Fall Fest	Professional Services	100-140-400310	221.42
Vendor 2905 - Sackett Electric, Inc. Total:					221.42
Vendor: 2793 - State of Kansas					
State of Kansas	09/22/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	90.24
State of Kansas	09/22/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	1,192.40
Vendor 2793 - State of Kansas Total:					1,282.64
Vendor: 2771 - Sunflower Bank					
Sunflower Bank	09/22/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	205.00
Vendor 2771 - Sunflower Bank Total:					205.00
Vendor: 3190 - TK Fast, Inc.					
TK Fast, Inc.	10/02/2017	Monthly computer maintenance	Computer Services	100-110-400320	600.00
TK Fast, Inc.	10/02/2017	Monthly computer maintenance	Computer Services	112-112-400320	200.00
TK Fast, Inc.	10/02/2017	Monthly computer maintenance	Computer Services	113-113-400320	200.00
TK Fast, Inc.	10/02/2017	Monthly off-site backup	Computer Services	100-110-400320	165.00
TK Fast, Inc.	10/02/2017	Monthly off-site backup	Computer Services	112-112-400320	55.00
TK Fast, Inc.	10/02/2017	Monthly off-site backup	Computer Services	113-113-400320	55.00
Vendor 3190 - TK Fast, Inc. Total:					1,275.00
Vendor: 3281 - United Healthcare					
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	100-110-400403	778.82
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	100-120-400403	1,298.92
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	100-121-400403	946.33
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	100-130-400403	1,063.26
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	100-140-400403	672.66
United Healthcare	10/02/2017	Health Insurance Premiums	Health Insurance	101-110-400403	485.97
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	112-112-400403	961.67
United Healthcare	10/02/2017	Health Insurance Premiums	HEALTH INSURANCE	113-113-400403	965.48
United Healthcare	10/02/2017	Health Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	1,793.28
Vendor 3281 - United Healthcare Total:					8,966.39

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 0390 - White Star Machinery					
White Star Machinery	10/02/2017	Hydraulic Hoses for Street Sweeper	Equipment Repair	100-130-400290	197.70
White Star Machinery	10/02/2017	Parts for Tooth Bucket	Equipment Repair	100-130-400290	31.64
Vendor 0390 - White Star Machinery Total:					229.34
Grand Total:					79,513.18

Rose Hill City Council Packet

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	19,368.26
101 - LIBRARY FUND	10,236.59
112 - WATER UTILITY	22,731.36
113 - SEWER UTILITY	7,042.54
114 - PAYROLL WITHHOLDING	19,617.21
199 - STREET SALES TAX	517.22
Grand Total:	79,513.18

Account Summary

Account Number	Account Name	Payment Amount
100-110-400216	Copier Expense	389.37
100-110-400220	Property and Liability Insu...	110.00
100-110-400310	Professional Services	34.06
100-110-400320	Computer Services	765.00
100-110-400400	Miscellaneous	18.00
100-110-400403	HEALTH INSURANCE	778.82
100-110-400416	Janitorial Services	368.16
100-120-400214	Storm Sirens	32.55
100-120-400216	Copier Expense	93.79
100-120-400225	Fuel	983.73
100-120-400310	Professional Services	174.04
100-120-400365	Prisoner Housing	175.00
100-120-400375	Uniforms and Service	906.60
100-120-400385	Animal Control	825.00
100-120-400387	Reserve Officers	634.60
100-120-400400	Miscellaneous	250.00
100-120-400403	HEALTH INSURANCE	1,436.49
100-120-400410	Office Supplies	169.99
100-121-400403	HEALTH INSURANCE	946.33
100-121-400413	Court Fees to State (Corre...	1,035.78
100-130-400225	Fuel	32.58
100-130-400290	Equipment Repair	464.71
100-130-400310	Professional Services	1,484.95
100-130-400375	Uniforms and Service	17.49
100-130-400395	Operating Supplies	3,886.76
100-130-400403	HEALTH INSURANCE	1,063.26
100-140-400210	Electricity	732.04
100-140-400225	Fuel	32.58
100-140-400290	Equipment Repair	133.04
100-140-400310	Professional Services	226.37
100-140-400375	Uniforms and Service	17.49
100-140-400395	Operating Supplies	105.87
100-140-400403	HEALTH INSURANCE	760.60
100-170-400501	Street Lights	283.21
101-110-400403	Health Insurance	555.56
101-110-400913	Library Appropriation	9,681.03
112-112-400210	Electricity	199.46
112-112-400212	Internet Service	162.64
112-112-400225	Fuel	32.58
112-112-400270	Postage	455.00
112-112-400290	Equipment Repair	133.04
112-112-400295	Vehicle Repair & Mainten...	60.05
112-112-400310	Professional Services	208.00
112-112-400320	Computer Services	255.00
112-112-400375	Uniforms and Service	43.68
112-112-400395	Operating Supplies	146.72
112-112-400403	HEALTH INSURANCE	961.67

Rose Hill City Council Packet

Account Summary

Account Number	Account Name	Payment Amount
112-112-400416	Janitorial Services	368.16
112-112-400910	WATER PURCHASE	19,705.36
113-113-400210	Electricity	3,475.49
113-113-400225	Fuel	32.57
113-113-400270	Postage	455.00
113-113-400290	Equipment Repair	133.04
113-113-400295	Vehicle Repair & Mainten...	60.05
113-113-400310	Professional Services	208.00
113-113-400320	Computer Services	255.00
113-113-400375	Uniforms and Service	43.68
113-113-400395	Operating Supplies	141.07
113-113-400403	HEALTH INSURANCE	965.48
113-113-400416	Janitorial Services	368.16
113-113-400775	LABORATORY FEES	905.00
114-110-100210	Cafeteria Plan Withholding	2,701.56
114-110-100220	Deferred Compensation	1,019.98
114-110-100300	FEDERAL W/H TAX PAYAB...	3,148.43
114-110-100310	FICA W/H TAX PAYABLE	5,376.48
114-110-100320	STATE W/H TAX PAYABLE	1,282.64
114-110-100350	RETIREMENT WITHHOLDI...	5,310.36
114-110-100400	MISCELLANEOUS DEDUCT...	777.76
199-130-400620	Asphalt	517.22
	Grand Total:	79,513.18

Project Account Summary

Project Account Key	Payment Amount
None	79,513.18
Grand Total:	79,513.18

Rose Hill City Council Packet

ORDINANCE NO. _____

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

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

SECTION 1. That in consideration of the benefits to be derived by the City of Rose Hill, Kansas (“City”), and its inhabitants, there is hereby granted to Kansas Gas Service, a Division of ONE Gas, Inc. (“Company”), said Company operating a system for the sale, transmission and distribution of natural gas in the State of Kansas, a non-exclusive franchise for a period of twenty (20) years from the effective date of this Ordinance, to construct, maintain, extend and operate its pipelines and ancillary equipment for the provision and transportation of natural gas (“Facilities”) along, across, upon or under any Public Right-of-Way for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business. For purposes of this Ordinance, “Public Right-of-Way” means only the area of real property in which the City or the public has a dedicated or acquired easement or right-of-way interest in the real property. Public Right-of-Way shall include the area on, below or above the present and future streets, alleys, utility easements, avenues, roads, highways, bridges, parkways or boulevards dedicated or acquired as right-of-way. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

The grant of this franchise by the City shall not convey title, equitable or legal, in the Public Right-of-Way, and shall give only the right to occupy the Public Right-of-Way for the purposes and for the period stated in this Ordinance. This Ordinance does not:

- (1) Grant the right to use Facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third-party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than Public Right-of-Way) or a third-party; or

- (4) Excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC).

The Company shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Ordinance, and the Company shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law.

The Company shall have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Ordinance as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the franchise granted herein to any third party not affiliated with the Company shall be ineffective and void unless:

- (1) The assignment, sale, lease or transfer shall be in writing; and
- (2) The assignee, buyer, lessee or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

This provision shall not apply to the use of any portion of the Company's distribution system for the transportation, distribution or sale to any customer purchasing, receiving and using natural gas outside the municipal corporate limits of the City.

SECTION 2. As further consideration for the granting of this franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this franchise, a "Franchise Fee" of (i) five percent (5%) of the actual Gross Cash Receipts from the sale of natural gas and transportation services to all consumers within the corporate limits of the City, such payments to be made monthly for the preceding monthly period.

"Gross Cash Receipts" shall not include revenues from certain incidental or miscellaneous charges and accounts including, but not limited to, connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, franchise fees and returned check charges as such terms are used in tariffs or in the natural gas industry.

Payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle beginning after the passage and adoption of this Ordinance, or as otherwise provided in Section 13 below. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 369 and amendments thereto.

Upon written request by the City, but no more than once per quarter, the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City, upon written notice to the Company no more often than once per calendar year, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fees paid by Company.

No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

Unless previously paid, within sixty (60) days of the effective date of this Ordinance, the Company shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.

The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any Public Right-of-Way shall be deemed a part of the compensation paid pursuant to this Section 2 and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Right-of-Way and shall in no way be deemed a tax of any kind.

SECTION 3. Except as provided herein or as regulated by state or federal law, the use of any Public Right-of-Way under this franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property) now or hereafter adopted or promulgated. In addition, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of the Public Right of Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner

as is now or may hereafter be provided by law, any such rules, regulation or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 3 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of the Public Right-of-Way.

All mains, services, and pipe which shall be laid or installed under this grant shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first providing such form(s).

The Company's use of the Public Right-of-Way shall always be subject and subordinate to the City's use of the Public Right-of-Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over or under the Public Rights-of-Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

Whenever by reason of establishing a grade or changes in the grade of any street or in the location or manner of construction of any Public Right-of-Way, cables, electric conduits, water, sewer, gas or other underground structures, it shall be deemed necessary by the City to alter, change, adapt or conform any portion of the Company's Facilities located in the Public Right-of-Way, such alterations or changes shall be made within a reasonable time by the Company, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same, whether by private right-of-way grant, utility easement or otherwise, was acquired prior to its location in the Public Right-of-Way.

If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the City, to use the Public Right-of-Way, the Company shall

be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

Company shall participate in the Kansas One Call utility location program.

The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Public Right-of-Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Public Right-of-Way during and for the design of Public Improvements (as defined in Section 4).

The City shall promptly notify the Company in writing of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

After written notice from the City, the Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Public Right-of-Way, if reasonably necessary and requested by the City, for any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds (a "Public Project"). Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City.

It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance.

The Company shall be subject to the following fees and costs in connection with its use and occupancy of the Public Right-of-Way: (i) all expense of publishing the ordinance adopting this Ordinance; (ii) in the event that the repairs or replacements set forth under Section 5 have not been timely completed by Company, the City may charge an excavation fee for each street or

pavement cut to recover the costs associated with construction and repair activity; (iii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Right-of-Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iv) the repair and restoration costs associated with repairing and restoring the Public Right-of-Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Right-of-Way. Such repair and restoration costs shall be paid in advance to the street superintendent of the City.

SECTION 4. At least 30 days prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon or under the Public right of way, the Company shall submit to the City written plans detailing all such activities together with an application for permit and permit fee. In the event of an emergency, Company shall have the right to commence work without having first providing such plans, provided such plans are submitted within 3 business days of commencement of work. The Company shall coordinate the installation, construction, maintenance, and operation of its Facilities in the Public Right-of-Way in a manner which minimizes adverse impact on existing or contemplated public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects (collectively, “Public Improvements”), as reasonably determined by the City. The Company’s Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

SECTION 5. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Right-of-Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representatives of the City, within 30 days of completing such activity as is permitted under this Ordinance without cost to the City.

SECTION 6. It is recognized that the natural gas to be delivered hereunder is to be supplied from a pipeline system transporting natural gas from distant sources of supply; and the Company, by its acceptance of this franchise as hereinafter provided, does obligate itself to furnish natural gas in such quantity and for such length of time, limited by the terms hereof, as the said sources and said pipelines are reasonably capable of supplying.

SECTION 7. Company, its successors and assigns, in the construction, maintenance, and operation of its natural gas system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, and hold and save harmless the City from any and all claims, damage, injury, and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants. The Company or the City

shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in the Public Right-of-Way.

SECTION 8. The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

SECTION 9. Company shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of Company, or its respective officers, agents, employees, directors or representative, while installing, repairing or maintaining Distribution Facilities in the Right-of-Way or in regards any action or inaction related to Company's obligations set forth in this Franchise.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under the state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and the Company and does not create or grant any rights, contractual or otherwise, to any other person or Entity.

SECTION 10. During the term of this Ordinance, the Company shall obtain and maintain insurance coverage at its sole expense with financially reputable insurers that are licensed to do business in the State of Kansas. Should the Company elect to use the services of an affiliated captive insurance company for this purpose, that insurer shall possess a certificate of authority from the Kansas Insurance Commissioner. The Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Ordinance.

As an alternative to the above insurance requirements, the Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the Company, or alleged to so have been caused or occurred.

The Company shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice and naming the City as an additional insured.

The Company shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond, in a form acceptable to the City, in the amount of \$50,000. The bond is to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public Right-of-Way and must be issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance.

SECTION 11. In case of failure on the part of the Company to comply with any of the provisions of this Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, the Company shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Ordinance shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Ordinance is to be revoked

and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time and location of the governing body's consideration, and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Ordinance, Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

SECTION 12. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Ordinance and the Company's acceptance hereof as provided in Section 12, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 13. This franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. Company shall have sixty (60) days after the final passage and approval of this franchise Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this franchise Ordinance and when so accepted, this franchise Ordinance and acceptance shall constitute a contract between the City and Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

SECTION 14. This franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this franchise, and the same shall supercede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

SECTION 15. Upon written request of either the City or the Company, this Franchise may be reopened and reviewed after five (5) years from the effective date and every five (5) years from the effective date of this Franchise Ordinance and either the City or the Company may propose amendments to any provision of this Franchise by giving sixty (60) days written notice to the other of the amendment(s) desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment(s).

Upon written request of either the City or the Company, the Franchise Ordinance shall be reopened and renegotiated at any time upon any of the following events: (1) Change in federal, state, or local law, regulation, or order, which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; (2) Change in the structure or operation of the natural gas industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City.

The franchise fee percentage rate set forth in Section 2 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any other person or entity for use of the Public Rights-of-Way if such fee is based in any way on the amount of revenues or gross receipts from the transportation, distribution, or sale of natural gas or electric energy, excluding any municipally-owned electric utility, by such other person or entity to customers within the City. If at any time after the effective date of this Ordinance the fee or rate required to be paid by another utility distribution company is less than the percentage rate set forth in Section 2, then the percentage rate set forth in Section 2 shall be reduced to equal such lesser percentage rate on the date such lesser percentage rate becomes effective and without any further action by the City.

SECTION 16. Notwithstanding anything to the contrary in this Ordinance, the fees provided for in Section 2 above shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than 60 days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.

SECTION 17. Company shall be responsible for payment of all costs and expense of publishing this Franchise Ordinance and any amendments thereof.

SECTION 18. The franchise is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto.

SECTION 19. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 2 of this ordinance.

SECTION 20. Should the Kansas Corporation Commission take any action with respect to this franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this franchise Ordinance in accordance with the Commission's ruling.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 20____.

CITY OF _____, KANSAS

[seal]

_____, Mayor

ATTEST:

_____, City Clerk

Rose Hill City Council Packet



Fluid Equipment Service Center

Service Order #	1333762	Date	9/15/2017
SUID #	S73487	Salesman	Ubben
Customer	City of Rose Hill	Receiver Tag #	0
Contact Name, First	Dillan	Service Type	Service
Contact Name, Last	Curtis	Brand	Fluid Equipment
Contact Phone	316-776-2712	Market	Municipal
Contact Cell	-	Fluid Being Pumped	Wastewater
Contact Email	dcurtis@cityofrosehill.com	Equipment Location/Station	Wichita

Manufacturer	Epic International
Model	15-1800
Serial #	SLW91517
Item Type / Description	Mixer / Aerator
Additional Items	N/A
Level of Repair	L1 - Disassemble, Inspect, Estimate

DCI Technician	KC	DCI Date	9/20/2017
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Pump As Found/Received

Notes:



Initial Inspection

HP	15	FLA	10	Voltage	460V
Phase	Three	RPM	1800	IMP Code	Propeller
Power Cable Length	N/A	Power Cable Condition	N/A	Cable Disposition	N/A
Sensor Cable Length	N/A	Sensor Cable Condition	N/A	Paint Color & Type	Pea Green
FLS Sensor Model	N/A	FLS OHM Standard Open		FLS OHM Actual Open	N/A
		FLS OHM Standard Closed		FLS OHM Actual Closed	N/A
Thermal Sensor	Other	Thermal OHM Standard	N/A	Thermal OHM Reading	N/A
Bearing Sensor Model	N/A	Bearing OHM Standard		Bearing OHM Actual	N/A
Control Box	No	Control Box Condition	N/A		
Condition Of Oil	No Oil	Mechanical Seal Pressure Test	N/A		

Electrical Inspection

OEM Ohm Standard	R/B		R/W		B/W		Junction Chamber Cond	
Cable OHM Reading	R/B		R/W		B/W		Junction Therm Reading	
Junction OHM Reading	R/B	0.7	R/W	0.7	B/W	0.7	Junction FLS Reading	
Cable Meg Reading	R		B		W		Electrical Notes:	
Junction Meg Reading	R	Shorted	B	Shorted	W	Shorted		
Does the Pump Pass Electrical Checks?			Fail					

Propeller

Condition	Severely Worn
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Impeller Clearances	N/A
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Balance Required?	Yes
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Notes:

Replace and balance propeller.

**Impeller Disposition**

Replace

Bearing Housing

Housing Condition	Severely Worn
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Bearing Grease Cond.	Burnt
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Bearing Condition	Upper	Worn
	Lower	Severely Worn

Bearing Housing Fit	Upper	3.937 "
	Lower	3.543 "

Replace bearing housing.



Housing Disposition	Replace
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Rotor

Rotor Condition	Severely Worn
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Bearing Condition	Upper	Worn
	Lower	Severely Worn

Rotor Shaft Fit	Upper	1.576 "
	Lower	1.773 "

Notes:

Shaft will need to be replaced or machined.
Replace bearings.



Rotor Disposition	Reuse
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Bearing Disposition	Replace
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Stator

Wash and Bake? Yes

Winding Analyzer Fail

Notes:

Rewind Stator.

**POST BAKE ELECTRICAL RESULTS:**

OHM Reading	R/B		R/W		B/W	
Meg Reading	R		B		W	
Thermal						

Stator Disposition

Rewind

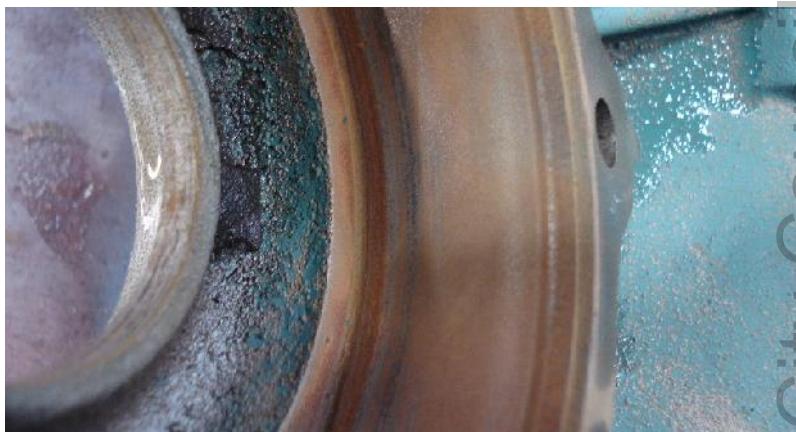
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Additional Notes & Findings**Item 1:**

Replace delrin trash slinger and guide bearings.

**Item 2:**

Additional wear on bell housing.



Conclusions**O-Rings Condition**

N/A

Bin Location

A5B

Primary Cause of Failure

Normal wear from extended use of the pump caused failure. Recommendation is replacing the complete Aerator. Repair would need new front bell housing, delrin trash slinger, guide bearing, propeller, additional bearings and lip seals. The stator needs rewinding the shaft needs to be replaced or machined along with miscellaneous pump components and paint would all be needed for repair. Price to repair will be above price for new. New Aerator quoted.

Additional Notes & Suggestions**Parts Required**

Epic 15-1800 SS Aerator

Inspection Reviewed By

Greg Hoggard

Date

9/20/2017

Repair Estimate**Disassembly, Cleaning, and Inspection Charges:**

Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. All units left at our facility for more than 6 months will be scrapped, unless written notification is given by the customer

DCI Total:

\$

665.00

Estimate For Repair:

Parts Total: \$ 15,418.37

Labor Total: \$

New Pump Total: \$ 15,418.37**New Pump Total:**

\$

15,418.37

Customer responsible to pay either the DCI charge OR for the repair/replacement of the pump. Customers who choose to repair/replace the pump are not required to pay the DCI charges.

Estimate For Replacement Pump:**Replacement Total:****Estimated Lead Time:**

6 - 8 weeks

Return to Customer Method:

Customer Pick Up

Estimate Prepared By:

David Murphy

dmurphy@cogentcompanies.com

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testings.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge on 1.5% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include and direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service, or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made on instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer Shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or email a copy of the proposal to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer Further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised September 2013

September 25, 2017

TO: Mayor Roger Perryn and City Council

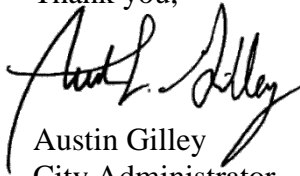
RE: Citizen complaints about City leadership and management

The City has received multiple complaints in recent weeks regarding how the City is operating: not being transparent and mishandling proposed RV regulations. We seem to be repeating the same pattern of a surprise question by Council member Bill Baker followed by an awkward handling and then everyone's scratching their heads wondering what's going on. City staff and administration are expending significant resources dealing with continuing misinformation and discontent – as evidenced by these complaints, which are attached.

Attachments withheld for Council packet

City Code charges me with the responsibility to make such recommendations as are deemed necessary for effective administration of all City services. As such I plan to place on the next agenda two items so the Council can have an open conversation about how information flows in the City operation and how we should handle the RV regulations. Staff and I need assurance we are operating in accordance with the Governing Body's wishes and that we have the Governing Body's support.

Thank you,



Austin Gilley
City Administrator
austin@cityofrosehill.com
(316) 776-2712

Copy: Planning Commission
Kelly Mendoza, City Clerk
Cindy Stone, Zoning Administrator
Andrew Marino, City Attorney

Rose Hill City Council Packet

September 28, 2017

TO: Mayor Roger Perryn and City Council

RE: RV regulation decision and history

With this agenda item on Monday you are being asked to either confirm or to deny the recommendation to re-publish and re-hold the public hearing for the application for Zoning Amendment filed by Mayor Roger Perryn. The amendment would revise RV and trailer parking rules to accommodate the request of RV Group Organizer Steve Huckaby.

For the sake of those who are new to the Governing Body and for clarity, below is a timeline with attached exhibits to help explain the sequence of events that has led to this point and provides some insight as to how it became a controversial issue. Please keep in mind that it is my understanding there have been no enforcement or prosecution of anyone for any such regulations in the past seven years, since the first adoption of RV parking rules.

Exhibits withheld from Council packet

Date	Summary	Source	Exhibits
2010	Zoning Regulations updated including RV rules	2010 RV rules	-
2011	Zoning Regulations update including RV rules	2011 RV rules	-
5/2/2016	City Council adopts temporary moratorium on cell tower development giving time to fix Zoning Regulations that do not address cell towers	Ord. 648	-
5/23/2016	City Council votes to award contract to PEC to update overall Zoning Regulations, more cost effective to address all deficiencies rather than just one	WO 16-02	-
8/4/2016	City Council extends moratorium on cell tower application to allow more time to work on Zoning Regulations	Ord. 653	-
10/11/2016	Planning Commission receives briefing on draft Zoning Regulations	Minutes	-
11/14/2016	Planner provides draft zoning regulations to Planning Commission	Email	-
11/21/2016	City Administrator provides copy of RV rules in draft to citizen inquiry; citizen subsequently posts on Facebook	-	-
11/28/2016	RV Group Organizer Steve Huckaby holds meeting covered by KWCH; Council member Bill Baker attends and claims no knowledge of Zoning Regulations update	KWCH news	-
11/29/2016	RV Group Organizer Steve Huckaby issues propaganda	Flier	A
11/29/2016	Mayor issues press release to clarify status of Zoning Regulation; calls out misleading information provided by Bill Baker	Release	B
11/30/2016	City Administrator meets with RV Group representatives and advises that propaganda is too aggressive and counterproductive; Administrator explains procedures	-	-
12/2/2016	Mayor decides not to issue follow-up release in response to public criticism led by Bill Baker that he is being victimized by the Mayor and City Administrator	Draft	C
12/5/2016	City Council reviews RV controversy and determines no error by staff; Council member Bill Baker confronts City Administrator and City Attorney in parking lot after meeting	Letter	D
12/8/2016	City Administrator issues advisory memo to Planning Commission on handling of workshop	Email	E
12/13/2016	Planning Commission holds workshop and makes no decision on Zoning Regulations	Minutes	-
12/29/2016	Council member Bill Baker contests process for getting recording of 12/5 council meeting	Letter	F
1/13/2017	Council member Bob Klem resigns; Planning Commission member Jason Runnalls resigns	-	-
1/17/2017	City Council reprimands Council member Bill Baker for actions	Res. 564	G
1/24/2017	RV Group Organizer Steve Huckaby sends request to change RV rules back to 2010	Letter	H
1/25/2017	Planning Commission Chair Sandy McRae issues memo to Planning Commissioners explaining path forward	Email	I

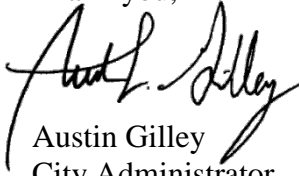
Continued

Date	Summary	Source	Exhibits
1/30/2017	City Administrator responds to RV Group Organizer Steve Huckaby explaining plan of Mayor and Commission Chair to revert rules back to 2011	Letter	J
2/14/2017	Planning Commission sets public hearing for April 11	Minutes	-
2/21/2017	Mayor Pompa appoints Kevin Mohr to City Council		
3/6/2017	Mayor Pompa appoints Jessica Atherton to Planning Commission	Minutes	-
3/31/2017	City takes public comment and feedback throughout March on Open Town Hall regarding Zoning Regulations, provides report to Planning Commission	Report	-
4/5/2017	City Administrator and Zoning Administrator issue memo regarding RV regulation confusion	Memo	K
4/11/2017	Planning Commission holds public hearing, votes to table Zoning Regulations for workshop	Minutes	-
4/13/2017	RV Group Organizer Steve Huckaby makes open records request for PEC invoices and asks for all emails to and from PEC; request filled by City Administrator	Email	L
4/18/2017	RV Group member John Eskeli at City Council meeting challenges legality of realtors serving on Planning Commission; Chair Sandy McRae steps down as chair	Email	M
5/1/2017	City Council member Lionel Diamond resigns	-	-
5/3/2017	RV Group Organizer Steve Huckaby sends letter to Planning Commission	Email	N
5/3/2017	City Administrator requests clarification on workshop instructions	Letter	O
5/9/2017	Planning Commission votes to make Greg Thomas Chair and Jeanine Schantz Vice Chair; Planning Commission votes to approve Zoning Regulation update	Minutes	-
5/10/2017	City receives complaint from resident regarding trailers at residential property being used as a business (Chris Cakes)	Email	P
5/15/2017	Mayor Pompa resigns, making Roger Perryn Mayor who appoints Beth Pompa to vacant Council seat and appoints Danny Cunningham to vacant seat	Minutes	-
5/15/2017	City Council approves Zoning Regulation update and directs staff to conduct a review and present a recommendation regarding RV parking regulations by August 31	Minutes	-
5/24/2017	City Administrator prepares focus group strategy with new timeline based on new deadline	Table	Q
5/30/2017	City Administrator meets with new Mayor and new Planning Commission Chair and Vice Chair and presents focus group strategy	-	-
6/1/2017	RV Group Organizer Steve Huckaby and Mayor Roger Perryn file for Mayor	-	-
6/2/2017	City Administrator sends out invitation for focus group meeting	Email	R
6/20/2017	Explanatory memos prepared by PEC and provided to focus group	Memos	S
6/22/2017	RV Group Organizer Steve Huckaby and Council member Bill Baker challenge focus group plan; City Administrator cancels focus group due to lack of cooperation	Email	T
6/22/2017	Mayor Perryn decides to support RV Group Organizer Steve Huckaby's petition effort	Email	U
6/23/2017	RV Group Organizer Steve Huckaby provides copies of the petition and the requested language to go back to 2010	Email	V
7/5/2017	City Attorney issues letter determining the 2010 regulations unenforceable	Letter	W
7/7/2017	City Administrator provides summary letter to Planning Commission	Letter	X
7/11/2017	Phone call with Chris Cakes business owner who claims that she will move business out of town if the City limits her trailer use at her residential property	-	-
7/17/2017	City Council member Kevin Mohr resigns	-	-
7/11/2017	Planning Commission votes to reject proposed RV regulations supported by RV Group Organizer Steve Huckaby's petition	Minutes	-
7/31/2017	Mayor Perryn, RV Group Organizer Steve Huckaby, City Administrator agree on revised proposed RV regulations; Mayor Perryn agrees to make the formal application	Application	Y
8/7/2017	Mayor Perryn appoints James Bilby to City Council	-	-
9/12/2017	Planning Commission receives incorrect copy of agreed-upon proposed regulations; votes to revise the petitioners' version; City Administrator notes publication notice problems and recommends re-publishing/hearing; Mayor Perryn asks how City can put this issue to rest	Letter	Z
9/25/2017	City receives complaint from RV Group regarding mishandling of RV regulations and general mismanagement; City Administrator places on City Council's agenda for 10/2/2017	Email	-

Continued

Aside from these presented facts, another major factor to consider is the prevailing sentiment appears to be that you are not legitimate representatives of the City – to take any action might incite more claims of “regulation without representation.” I believe throughout this process we have followed the laws, policies, and procedures required of us, and we have made every effort to ease any anxieties and relieve the controversy. As stated in my letter on September 25, staff and I need assurance we are operating in accordance with the Governing Body’s wishes and that we have the Governing Body’s support.

Thank you,



Austin Gilley
City Administrator
austin@cityofrosehill.com
(316) 776-2712

Copy: Planning Commission
Kelly Mendoza, City Clerk
Cindy Stone, Zoning Administrator
Andrew Marino, City Attorney

A RESOLUTION AUTHORIZING THE 2017 FUNDING OF EMPLOYEE LONGEVITY AND PERFORMANCE PAY IN ACCORDANCE WITH THE ADOPTED BUDGET, FOURTH QUARTER FISCAL REVIEW, AND PERSONNEL POLICY IN THE CITY OF ROSE HILL, KANSAS.

BACKGROUND: A total of \$39,457.62 was budgeted in 2017 for longevity and performance pay. The personnel policy provides that compensation changes are not routine or automatic – some of the programs are decided by the City Council and some of the programs are decided by Department Heads. This approach resulted in a number of internal pay inequities. In February 2015 after a review of regional salary market-data, the City Council voted on a revised wage schedule that improved fairness and competitive pay. Faced with potential cash shortfalls, the Council decided at that time to start shifting away from entitlement programs, placed cost-of-living adjustments on hold, and began the process of moving to a performance-based system. This system provides one-time performance pay based on supervisor evaluations at the end of the fiscal year – helping ensure the highest performance at the lowest possible cost so that one-time disbursements can be accounted for without causing future inequities or budgetary burden. Considering fourth-quarter forecasts, the overall positive financial direction of the City, and the final performance evaluation ratings, the City Council's intention is to recognize and to reward the hard work and performance necessary to achieve fiscal health and long-term success for the City.

ACTION: BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSE HILL, KANSAS:

Section 1. The City Council authorizes the funding of the Longevity Pay program in accordance with the City's personnel policy, which provides employees with at least five years of continuous full-time employment \$4.00 per month of service – estimated to cost about \$6,023.15 in 2017, excluding ancillary costs of taxes and retirement.

Section 2. The City Council authorizes the funding of the Performance Pay program in which employees are to be compensated in accordance with their final average performance score per the table below:

Ratings Category	Pay Amount	No. of Employees	2016	2015
4.1 -5.0 (Exceeds)	\$3,500	10	8	4
3.6-4.0 (Above Average)	\$3,000	4	7	7
3.0-3.5 (Meets Standards)	\$2,500	2	2	7
Total:	\$54,000	16	17	18
Plus estimated longevity and ancillary costs:		\$59,009.54	\$60,864.86	\$60,145

Section 3. The Longevity and Performance Pay are to be included as soon as practical in the ordinary payroll process.

Section 4. This resolution is effective upon passage.

Passed and adopted this _____ day of _____, 2017.

Roger Perryn, Mayor

ATTEST

Kelly Mendoza, City Clerk

A RESOLUTION AUTHORIZING THE 2017 FUNDING OF EMPLOYEE LONGEVITY AND PERFORMANCE PAY IN ACCORDANCE WITH THE ADOPTED BUDGET, FOURTH QUARTER FISCAL REVIEW, AND PERSONNEL POLICY IN THE CITY OF ROSE HILL, KANSAS.

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ACTION: BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSE HILL, KANSAS:

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Ratings Category	Pay Amount	No. of Employees	2016	2015
4.1 -5.0 (Exceeds)	\$3,000	10	8	4
3.6-4.0 (Above Average)	\$2,500	4	7	7
3.0-3.5 (Meets Standards)	\$2,000	2	2	7
Total:	\$45,500	16	17	18
Plus estimated longevity and ancillary costs:		\$50,873.54	\$52,220.36	\$60,145

Section 3. The Longevity and Performance Pay are to be included as soon as practical in the ordinary payroll process.

Section 4. This resolution is effective upon passage.

Passed and adopted this _____ day of _____, 2017.

Roger Perryn, Mayor

ATTEST

Kelly Mendoza, City Clerk

**WICHITA METROPOLITAN AREA PLANNING ORGANIZATION
PLANNING WALKABLE PLACES PROGRAM
PEDESTRIAN PLAN**

AGREEMENT

- PARTIES:** **Rose Hill, KS**, hereinafter referred to as the “Sponsor”
- Wichita Area Metropolitan Planning Organization**, hereinafter referred to as “WAMPO”
- PURPOSE:** The Planning Walkable Places (here in after known as “PWP”) program provides local governments with financial support to advance detailed planning and project development activities in support of MOVE2040’s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the project application as detailed in Exhibit A.
- The program looks to facilitate the following objectives:
- Create pilot projects that can be evaluated by all member jurisdictions and members of the public.
 - Enhance community identity by helping to create core areas and Main Streets with distinctive characteristics.
 - Promote pedestrian safety.
 - Enhance or restore the character and charm of traditionally walkable areas.
 - Support a “sense of community” in small and large cities.
 - Enhance the quality of community of events and help keep up with rapidly increasing rates of attendance.
 - Support efforts to enhance economic vitality and tourism that rely on foot traffic for attractions and retail.
- EFFECTIVE** The parties mutually agree to Articles I, II, III, and IV in accordance with this Agreement from the ____ day of _____, 2017 until the 31st day of October, 2018.

ARTICLE I

SPONSOR AGREES:

1. To fund their portion of the PWP program’s required local match of \$15,000 with a one-time payment upon delivery of an invoice from WAMPO;
2. To pay a one-time administrative fee to WAMPO of approximately 1.5% of the federal award to cover a portion of the indirect services fee charged to WAMPO by its fiscal agent;
3. That any change order or request for additional services must be submitted through WAMPO to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
4. To pay for any ineligible expense that is incurred on this project that is not reimbursed to

- WAMPO by the Kansas Department of Transportation (KDOT);
5. To provide a project manager and coordinate the consultant team;
 6. To participate in the PWP program management and provide WAMPO all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PWP project;
 7. Agree to include designated WAMPO project liaison in study advisory committee; and
 8. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.

ARTICLE II

WAMPO AGREES:

1. To provide project liaison and project management;
2. To administer awarded Planning Walkable Places funding of \$60,000, unless state or federal funding sources withdraw funding;
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
4. To provide oversight of federal requirements that governs the use of federal funds in connection with the PWP program; and
5. To administer consultant invoicing and reimbursement process per state and federal guidelines.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City of Rose Hill , Kan. and WAMPO; and
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

ARTICLE IV

1. Consultant Service Agreement. Unless otherwise agreed to by the parties in writing, WAMPO's agreement with any Consultant for the PWP program is attached hereto and incorporated herein as Exhibit B; subject to the following revisions to Exhibit B:
 - a. Section 9C regarding Copyrights and Ownership of Deliverables – “All rights, title and interest in and to the Deliverables, including copyright thereto, shall vest in WAMPO and the City of Rose Hill, Kansas, who shall be deemed authors of the Deliverables.”
 - b. Section 14 D regarding Additional Insured – “WAMPO and the City of Rose Hill, Kansas shall be included as an additional insured under Consultant's furnished insurance (except Workers' Compensation Insurance)....”
 - c. Section 23 regarding Indemnification for Claims and Liability – “...Consultant agrees to protect, indemnify, defend and hold harmless WAMPO and the City of Rose Hill, Kansas....”

2. Audits.
 - (a) For purposes of this Section, "Records" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract, the Consultant Services Agreement and all Contract amendments and renewals.
 - (b) WAMPO shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. Sponsor shall have a right to examine or audit all Records, and WAMPO shall provide access to Sponsor of all Records upon ten (10) days written notice from the Sponsor.
 - (c) The books, documents and records of WAMPO in connection with this Contract shall be made available to the WAMPO's Auditor, and the person or entity administering this Contract within ten (10) days after the written request is made.
3. Cash Basis Law. Pursuant to the Kansas Cash Basis Law, Sponsor is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during Sponsor's current budget year. In the event Sponsor does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.
4. Termination. WAMPO and Sponsor each respectively reserves the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. If the City terminates the Agreement prior to completion of services, the City shall compensate WAMPO for all services satisfactorily completed as of the date of WAMPO's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Wichita Area Metropolitan Planning Organization

City of Rose Hill, Kan.

Pete Meitzner, Chair
Transportation Policy Body

Roger Perryn
Mayor

Date: _____

Date: _____

Attest:

Kelly Mendoza City Clerk

APPROVED AS TO FORM:

City Attorney

Rose Hill City Council Packet

Exhibit A
PROJECT APPLICATION



PLANNING WALKABLE PLACES CALL FOR PROJECTS

BACKGROUND

Planning Walkable Places is a non-construction grant program for WAMPO cities and counties who wish to do pedestrian-related planning projects. This is defined broadly. Possible projects might include area plans, street or development design guidelines, studies or surveys, or conceptual planning of sidewalks, paths, or systems. These can be for the purpose of safety, public health, quality of life, or tourism and economic development.

DEFINITIONS

Local Match: many federal funding programs require that grant recipients pay some percentage of a project's cost (in the case of this program, 20 percent)

Preliminary Engineering (not eligible): analysis and design work to produce construction plans and engineering specifications, and specific cost estimates

Conceptual Plans (eligible): plans that create options or scenarios for meeting a need and help to choose among them, and/or provide the purpose, location, and type of a facility such as a sidewalk or path

Public Involvement/Public Process: the process by which an organization consults with interested or affected individuals, organizations, and government entities before making a decision

Project Scope: a description of the work to be performed

RESOURCES

For further information, please check out some of the below Planning Walkable Places Program resources:

[Program Document](#)

[Visual Guide](#)

[Program Web-Page](#)



CALL FOR PROJECTS APPLICATION

One project per application

ORGANIZATION/AGENCY	PRIMARY CONTACT	PRIMARY CONTACT INFORMATION
Name:	Name:	Phone:
City of Rose Hill	Austin Gilley	316-776-2712
Address:	Title:	E-Mail:
125 W Rosewood, Rose Hill	City Administrator	austin@cityofrosehill.com

ELIGIBILITY

Please select if your project will include (select all that apply):

- ☐ Preliminary Engineering (defined above)
- ☐ Right of Way Acquisition
- ☐ Utility Relocation
- ☐ Construction
- ☐ Land Surveying

If you checked any of the above, your project may need to be changed in order to be eligible for funding under this program. Please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

Please select if your project will include (select all that apply):

- ☒ A clear explanation of how the project will enhance walkability
- ☒ A public involvement process
- ☒ A conceptual description of all work to be performed
- ☒ A reasonably accurate cost estimate

If you did **NOT** check **ALL** of the boxes above, your project may need to be changed in order to be eligible for funding under this program. For further detail please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

PROJECT DESCRIPTION

Please describe your proposed project. See the below examples for further insight:

Bad Example: Plan a sidewalk between 183rd and 187th street.

Good Example: Plan for connecting 183rd and 187th Streets on Harlan Avenue so that residents in the Pine Hills neighborhood can safely walk to the Pine Hills Shopping Center. The plan will help determine whether to extend the sidewalk on the west side of Harlan Ave or construct a new facility between the neighborhood and Shopping Center on the east side, and will help to determine what types of crosswalks or other safety features may be appropriate. Engineering concerns and public input will both be considered. The plan will also examine the possible addition of trees and lighting along this route and extending to Maple Sugar Park on 188th Street. It will develop planning-level cost estimates or ranges for implementing different options.

The City of Rose Hill is committed to planning a bright future for residents and businesses. The City recently adopted a new zoning code, is creating a master plan for the largest city park, and is in the process of developing a new Comprehensive Plan to shape the future of the community. Rose Hill will harness this momentum by creating community-wide pedestrian plan that includes an assessment of the demand and feasibility of creating a pedestrian-friendly, walkable, corridor area surrounding the intersection of SW 170th Street and Rose Hill Road.

The Plan will identify strategies and projects for community-wide pedestrian connectivity including extensions to other regional cities. The plan will create alternatives for connecting neighborhoods, schools, parks, community facilities, and commercial centers. The hub of pedestrian activity is likely to be the commercial area surrounding the intersection of SW 170th Street and Rose Hill Road. Rose Hill will study the demand for and feasibility of creating a walkable area around this intersection and extending outward along the two major thoroughfares. The Plan will define an identity for the area, set a clear vision, and guide pedestrian accommodations, transportation options, parking, land use mix consistent with pedestrian development, and design guidelines. The plan will utilize a robust community and stakeholder engagement process to ensure the plan represents the community needs and desires.

PROJECT COST

Please describe the costs associated with your project:

\$75,000 (\$60,000 Federal and \$15,000 Local)

AGREEMENTS

INITIAL

- AG It is understood and agreed that any funds awarded may only be used on the project described in this application.
- AG This program uses federal funds, which require local matching funds. It is understood and agreed that the grant recipient must provide 20 percent of the total project cost.
- AG It is understood and agreed that substantial changes made to the project's scope of work after award must be approved by WAMPO, and that expenditures on unapproved activities might not be reimbursed.
- AG It is understood and agreed that no additional federal funds will be provided for project cost increases after award.
- AG It is understood and agreed that the Kansas Department of Transportation's consultant procurement process must be adhered to when choosing a consultant (WAMPO will provide guidance and assistance).
- AG This is the official project submission of a WAMPO member jurisdiction

Your signature indicates agreement to all of the above terms and provisions

Austin Gilley

(please sign here)

Application Submission:

Applicants shall submit an electronic copy of their completed project application form no later than **June 15, 2017 at 5:00 PM CST** to the attention of Jason O'Brien at jaobrien@wichita.gov.

Please direct any addition questions or requests for information to following:

Jason O'Brien, Senior Planner I
271 W. Third Street, Suite 208
Wichita, KS 67202-1212
Phone: 316-352-4861
Fax: 316-858-7765
E-Mail: jaobrien@wichita.gov

Kristen Zimmerman, Senior Planner II
Phone: 316-352-4862
E-Mail: kzimmerman@wichita.gov



SW 140th

SW 150th

SW 160th

SW 170th

SW 180th

SW 190th

SW 200th

Butler Road

Approximate Bike/Ped Plan Boundary

Rose Hill

Rose Hill

Rose Hill

General Intersection Area
for the Walkable
Development Study

Approximate Bike/Ped Plan Boundary

Rose Hill

Rose Hill

Rose Hill

Rose Hill

Approximate Bike/Ped Plan Boundary

63rd St S

SEDGWICK COUNTY
BUTLER COUNTY

City of Rose Hill KS

October 2, 2017

Page 44 of 52

43rd E

BNSF

159th E

Rose Hill

Prairie Creek

Meadowark

Rose Hill City Council Packet

Exhibit B
CONSULTANT CONTRACT

PLACEHOLDER FOR WAMPO-CONSULTANT CONTRACT

Rose Hill City Council Packet



Rose Hill, KS

Fund Balance Report

As Of 08/31/2017

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - GENERAL FUND	249,871.92	1,319,484.71	1,103,758.69	465,597.94
101 - LIBRARY FUND	14,679.49	165,984.92	185,972.11	-5,307.70
110 - WATER RESERVE 1960 REPL & DEPR	115,347.15	0.00	0.00	115,347.15
111 - SEWER EQ. REPLACEMENT RESERVE	144,280.79	0.00	0.00	144,280.79
112 - WATER UTILITY	254,009.67	578,146.37	510,234.68	321,921.36
113 - SEWER UTILITY	638,942.28	717,432.48	866,093.17	490,281.59
118 - CAPITAL IMP. RESERVE 2000	42,413.35	0.00	13,855.10	28,558.25
119 - EQUIPMENT RESERVE 2000	24,472.31	47,670.00	0.00	72,142.31
120 - SPECIAL PARKS AND RECREATION	8,037.08	2,495.11	2,500.00	8,032.19
199 - STREET SALES TAX	491,965.57	203,865.88	173,931.07	521,900.38
300 - SPECIAL STREETS & HIGHWAY	94,939.25	87,139.09	35,261.80	146,816.54
500 - BOND & INTEREST (GENERAL OB)	31,035.43	603,207.48	97,276.28	536,966.63
Report Total:	2,109,994.29	3,725,426.04	2,988,882.90	2,846,537.43

Rose Hill City Council Packet



Rose Hill, KS

Revenue Report Group Summary

For Fiscal: 2017 Period Ending: 08/31/2017

Classification	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - GENERAL FUND					
310 - Taxes	1,077,843.00	1,077,843.00	799.21	977,027.03	100,815.97
400 - Miscellaneous Rev	3,500.00	3,500.00	384.82	23,230.46	-19,730.46
510 - Franchise	277,056.00	277,056.00	35,063.22	173,837.74	103,218.26
530 - Fees	89,000.00	89,000.00	9,003.89	88,068.59	931.41
560 - Fines And Forfeits	35,000.00	35,000.00	3,475.33	22,726.02	12,273.98
810 - Interest	4,000.00	4,000.00	380.53	5,294.08	-1,294.08
900 - Transfers	60,000.00	60,000.00	0.00	0.00	60,000.00
990 - Reimbursement (Rev)	35,000.00	35,000.00	0.00	29,300.79	5,699.21
Fund: 100 - GENERAL FUND Total:	1,581,399.00	1,581,399.00	49,107.00	1,319,484.71	261,914.29
Fund: 101 - LIBRARY FUND					
310 - Taxes	134,290.00	134,290.00	0.00	119,046.96	15,243.04
990 - Reimbursement (Rev)	0.00	0.00	0.00	46,937.96	-46,937.96
Fund: 101 - LIBRARY FUND Total:	134,290.00	134,290.00	0.00	165,984.92	-31,694.92
Fund: 110 - WATER RESERVE 1960 REPL & DEPR					
900 - Transfers	30,000.00	30,000.00	0.00	0.00	30,000.00
Fund: 110 - WATER RESERVE 1960 REPL & DEPR Total:	30,000.00	30,000.00	0.00	0.00	30,000.00
Fund: 111 - SEWER EQ. REPLACEMENT RESERVE					
900 - Transfers	50,000.00	50,000.00	0.00	0.00	50,000.00
Fund: 111 - SEWER EQ. REPLACEMENT RESERVE Total:	50,000.00	50,000.00	0.00	0.00	50,000.00
Fund: 112 - WATER UTILITY					
400 - Miscellaneous Rev	0.00	0.00	240.00	2,277.22	-2,277.22
530 - Fees	916,836.00	916,836.00	77,456.48	575,869.15	340,966.85
990 - Reimbursement (Rev)	2,000.00	2,000.00	0.00	0.00	2,000.00
Fund: 112 - WATER UTILITY Total:	918,836.00	918,836.00	77,696.48	578,146.37	340,689.63
Fund: 113 - SEWER UTILITY					
400 - Miscellaneous Rev	3,000.00	3,000.00	0.00	0.00	3,000.00
530 - Fees	1,072,735.00	1,072,735.00	90,783.45	717,432.48	355,302.52
990 - Reimbursement (Rev)	1,000.00	1,000.00	0.00	0.00	1,000.00
Fund: 113 - SEWER UTILITY Total:	1,076,735.00	1,076,735.00	90,783.45	717,432.48	359,302.52
Fund: 118 - CAPITAL IMP. RESERVE 2000					
900 - Transfers	7,500.00	7,500.00	0.00	0.00	7,500.00
Fund: 118 - CAPITAL IMP. RESERVE 2000 Total:	7,500.00	7,500.00	0.00	0.00	7,500.00
Fund: 119 - EQUIPMENT RESERVE 2000					
400 - Miscellaneous Rev	0.00	0.00	0.00	47,045.00	-47,045.00
900 - Transfers	5,000.00	5,000.00	0.00	0.00	5,000.00
990 - Reimbursement (Rev)	0.00	0.00	0.00	625.00	-625.00
Fund: 119 - EQUIPMENT RESERVE 2000 Total:	5,000.00	5,000.00	0.00	47,670.00	-42,670.00
Fund: 120 - SPECIAL PARKS AND RECREATION					
310 - Taxes	500.00	500.00	799.21	2,495.11	-1,995.11
Fund: 120 - SPECIAL PARKS AND RECREATION Total:	500.00	500.00	799.21	2,495.11	-1,995.11
Fund: 199 - STREET SALES TAX					
310 - Taxes	272,000.00	272,000.00	24,821.69	203,865.88	68,134.12
Fund: 199 - STREET SALES TAX Total:	272,000.00	272,000.00	24,821.69	203,865.88	68,134.12
Fund: 300 - SPECIAL STREETS & HIGHWAY					
310 - Taxes	119,730.00	119,730.00	0.00	87,139.09	32,590.91
400 - Miscellaneous Rev	3,291.00	3,291.00	0.00	0.00	3,291.00
Fund: 300 - SPECIAL STREETS & HIGHWAY Total:	123,021.00	123,021.00	0.00	87,139.09	35,881.91
Fund: 500 - BOND & INTEREST (GENERAL OB)					
310 - Taxes	587,752.00	587,752.00	0.00	603,207.48	-15,455.48

Revenue Report

For Fiscal: 2017 Period Ending: 08/31/2017

Classification	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 500 - BOND & INTEREST (GENERAL OB) Total:	587,752.00	587,752.00	0.00	603,207.48	-15,455.48
Total Surplus (Deficit):	4,787,033.00	4,787,033.00	243,207.83	3,725,426.04	1,061,606.96

Rose Hill City Council Packet

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - GENERAL FUND	1,581,399.00	1,581,399.00	49,107.00	1,319,484.71	261,914.29
101 - LIBRARY FUND	134,290.00	134,290.00	0.00	165,984.92	-31,694.92
110 - WATER RESERVE 1960	30,000.00	30,000.00	0.00	0.00	30,000.00
111 - SEWER EQ. REPLACEM	50,000.00	50,000.00	0.00	0.00	50,000.00
112 - WATER UTILITY	918,836.00	918,836.00	77,696.48	578,146.37	340,689.63
113 - SEWER UTILITY	1,076,735.00	1,076,735.00	90,783.45	717,432.48	359,302.52
118 - CAPITAL IMP. RESERVE	7,500.00	7,500.00	0.00	0.00	7,500.00
119 - EQUIPMENT RESERVE	5,000.00	5,000.00	0.00	47,670.00	-42,670.00
120 - SPECIAL PARKS AND RE	500.00	500.00	799.21	2,495.11	-1,995.11
199 - STREET SALES TAX	272,000.00	272,000.00	24,821.69	203,865.88	68,134.12
300 - SPECIAL STREETS & HIG	123,021.00	123,021.00	0.00	87,139.09	35,881.91
500 - BOND & INTEREST (GE	587,752.00	587,752.00	0.00	603,207.48	-15,455.48
Total Surplus (Deficit):	4,787,033.00	4,787,033.00	243,207.83	3,725,426.04	1,061,606.96



Rose Hill, KS

Monthly Budget Report

Group Summary

For Fiscal: Current Period Ending: 08/31/2017

Department...	August Budget	August Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	YTD Budget	YTD Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	Total Budget
Fund: 100 - GENERAL FUND									
110 - Administration	30,463.67	18,505.42	11,958.25	60.75 %	243,709.36	227,208.85	16,500.51	93.23 %	365,710.83
111 - To be determined	1,189.02	0.00	1,189.02	0.00 %	9,512.16	0.00	9,512.16	0.00 %	14,274.00
120 - Police Division	59,486.02	45,907.92	13,578.10	77.17 %	475,888.16	434,301.49	41,586.67	91.26 %	714,118.76
121 - Court	6,733.81	6,690.71	43.10	99.36 %	53,870.48	60,775.05	-6,904.57	112.82 %	80,838.41
130 - Street Division	8,406.65	15,394.08	-6,987.43	183.12 %	67,253.20	120,550.33	-53,297.13	179.25 %	100,920.69
140 - Park Division	12,812.10	20,797.64	-7,985.54	162.33 %	102,496.80	141,989.64	-39,492.84	138.53 %	153,807.05
150 - Building	4,344.09	80.02	4,264.07	1.84 %	34,752.72	54,147.36	-19,394.64	155.81 %	52,150.00
160 - Zoning/Planning	1,249.50	0.00	1,249.50	0.00 %	9,996.00	278.44	-9,717.56	2.79 %	15,000.00
170 - Other Services	13,842.79	4,931.35	8,911.44	35.62 %	110,742.32	44,511.98	66,230.34	40.19 %	166,180.00
Total Fund: 100 - GENERAL FUND:	138,527.65	112,307.14	26,220.51	81.07 %	1,108,221.20	1,083,763.14	24,458.06	97.79 %	1,662,999.74
Fund: 101 - LIBRARY FUND									
110 - Administration	11,011.42	8,391.44	2,619.98	76.21 %	88,091.36	184,741.17	-96,649.81	209.72 %	132,190.00
170 - Other Services	0.00	0.00	0.00	0.00 %	0.00	1,798.98	-1,798.98	0.00 %	0.00
Total Fund: 101 - LIBRARY FUND:	11,011.42	8,391.44	2,619.98	76.21 %	88,091.36	186,540.15	-98,448.79	211.76 %	132,190.00
Fund: 110 - WATER RESERVE 1960 REPL & DEPR									
110 - Administration	0.00	262.50	-262.50	0.00 %	0.00	262.50	-262.50	0.00 %	0.00
112 - Water	4,165.00	30,715.00	-26,550.00	737.45 %	33,320.00	30,715.00	2,605.00	92.18 %	50,000.00
Total Fund: 110 - WATER RESERVE 1960 REPL & DEPR:	4,165.00	30,977.50	-26,812.50	743.76 %	33,320.00	30,977.50	2,342.50	92.97 %	50,000.00
Fund: 111 - SEWER EQ. REPLACEMENT RESERVE									
110 - Administration	0.00	262.50	-262.50	0.00 %	0.00	262.50	-262.50	0.00 %	0.00
113 - Sewer	8,330.00	30,715.00	-22,385.00	368.73 %	66,640.00	30,715.00	35,925.00	46.09 %	100,000.00
Total Fund: 111 - SEWER EQ. REPLACEMENT RESERVE:	8,330.00	30,977.50	-22,647.50	371.88 %	66,640.00	30,977.50	35,662.50	46.48 %	100,000.00
Fund: 112 - WATER UTILITY									
110 - Administration	0.00	133.28	-133.28	0.00 %	0.00	1,066.24	-1,066.24	0.00 %	0.00
112 - Water	73,594.04	59,304.66	14,289.38	80.58 %	588,752.32	477,673.97	111,078.35	81.13 %	883,482.87
Total Fund: 112 - WATER UTILITY:	73,594.04	59,437.94	14,156.10	80.76 %	588,752.32	478,740.21	110,012.11	81.31 %	883,482.87
Fund: 113 - SEWER UTILITY									
110 - Administration	0.00	196.07	-196.07	0.00 %	0.00	1,248.91	-1,248.91	0.00 %	0.00
113 - Sewer	98,272.73	28,077.69	70,195.04	28.57 %	786,181.84	842,774.06	-56,592.22	107.20 %	1,179,745.24
Total Fund: 113 - SEWER UTILITY:	98,272.73	28,273.76	69,998.97	28.77 %	786,181.84	844,022.97	-57,841.13	107.36 %	1,179,745.24
Fund: 118 - CAPITAL IMP. RESERVE 2000									
112 - Water	0.00	0.00	0.00	0.00 %	0.00	-4,283.75	4,283.75	0.00 %	0.00

Monthly Budget Report

For Fiscal: Current Period Ending: 08/31/2017

Departmen...	August Budget	August Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	YTD Budget	YTD Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	Total Budget
170 - Other Services	0.00	0.00	0.00	0.00 %	0.00	3,037.60	-3,037.60	0.00 %	0.00
Total Fund: 118 - CAPITAL IMP. RESERVE 2000:	0.00	0.00	0.00	0.00 %	0.00	-1,246.15	1,246.15	0.00 %	0.00
Fund: 119 - EQUIPMENT RESERVE 2000									
180 - Reserve	416.50	0.00	416.50	0.00 %	3,332.00	0.00	3,332.00	0.00 %	5,000.00
Total Fund: 119 - EQUIPMENT RESERVE 2000:	416.50	0.00	416.50	0.00 %	3,332.00	0.00	3,332.00	0.00 %	5,000.00
Fund: 120 - SPECIAL PARKS AND RECREATION									
140 - Park Division	208.25	0.00	208.25	0.00 %	1,666.00	2,500.00	-834.00	150.06 %	2,500.00
Total Fund: 120 - SPECIAL PARKS AND RECREATION:	208.25	0.00	208.25	0.00 %	1,666.00	2,500.00	-834.00	150.06 %	2,500.00
Fund: 199 - STREET SALES TAX									
130 - Street Division	27,466.66	0.00	27,466.66	0.00 %	219,733.28	181,431.07	38,302.21	82.57 %	329,732.00
132 - Street Sales Tax	23,239.86	261,872.76	-238,632.90	1,126.83 %	185,918.88	261,872.76	-75,953.88	140.85 %	278,990.00
Total Fund: 199 - STREET SALES TAX:	50,706.52	261,872.76	-211,166.24	516.45 %	405,652.16	443,303.83	-37,651.67	109.28 %	608,722.00
Fund: 300 - SPECIAL STREETS & HIGHWAY									
110 - Administration	1,271.82	12.48	1,259.34	0.98 %	10,174.56	62.53	10,112.03	0.61 %	15,268.20
130 - Street Division	10,535.64	2,992.73	7,542.91	28.41 %	84,285.12	28,397.65	55,887.47	33.69 %	126,478.86
131 - Special Highway	0.00	0.00	0.00	0.00 %	0.00	189.32	-189.32	0.00 %	0.00
Total Fund: 300 - SPECIAL STREETS & HIGHWAY:	11,807.46	3,005.21	8,802.25	25.45 %	94,459.68	28,649.50	65,810.18	30.33 %	141,747.06
Fund: 500 - BOND & INTEREST (GENERAL OB)									
110 - Administration	48,708.25	0.00	48,708.25	0.00 %	389,666.00	95,453.42	294,212.58	24.50 %	584,733.00
170 - Other Services	0.00	0.00	0.00	0.00 %	0.00	1,822.86	-1,822.86	0.00 %	0.00
Total Fund: 500 - BOND & INTEREST (GENERAL OB):	48,708.25	0.00	48,708.25	0.00 %	389,666.00	97,276.28	292,389.72	24.96 %	584,733.00
Report Total:	445,747.82	535,243.25	-89,495.43	120.08 %	3,565,982.56	3,225,504.93	340,477.63	90.45 %	5,351,119.91

Fund Summary

Fund	August Budget	August Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	YTD Budget	YTD Activity + Encumbrances	Variance Favorable (Unfavorable)	Percent Used	Total Budget
100 - GENERAL FUND	138,527.65	112,307.14	26,220.51	81.07 %	1,108,221.20	1,083,763.14	24,458.06	97.79 %	1,662,999.74
101 - LIBRARY FUND	11,011.42	8,391.44	2,619.98	76.21 %	88,091.36	186,540.15	-98,448.79	211.76 %	132,190.00
110 - WATER RESERVE 1960 REPL &	4,165.00	30,977.50	-26,812.50	743.76 %	33,320.00	30,977.50	2,342.50	92.97 %	50,000.00
111 - SEWER EQ. REPLACEMENT RE	8,330.00	30,977.50	-22,647.50	371.88 %	66,640.00	30,977.50	35,662.50	46.48 %	100,000.00
112 - WATER UTILITY	73,594.04	59,437.94	14,156.10	80.76 %	588,752.32	478,740.21	110,012.11	81.31 %	883,482.87
113 - SEWER UTILITY	98,272.73	28,273.76	69,998.97	28.77 %	786,181.84	844,022.97	-57,841.13	107.36 %	1,179,745.24
118 - CAPITAL IMP. RESERVE 2000	0.00	0.00	0.00	0.00 %	0.00	-1,246.15	1,246.15	0.00 %	0.00
119 - EQUIPMENT RESERVE 2000	416.50	0.00	416.50	0.00 %	3,332.00	0.00	3,332.00	0.00 %	5,000.00
120 - SPECIAL PARKS AND RECREA	208.25	0.00	208.25	0.00 %	1,666.00	2,500.00	-834.00	150.06 %	2,500.00
199 - STREET SALES TAX	50,706.52	261,872.76	-211,166.24	516.45 %	405,652.16	443,303.83	-37,651.67	109.28 %	608,722.00
300 - SPECIAL STREETS & HIGHWA'	11,807.46	3,005.21	8,802.25	25.45 %	94,459.68	28,649.50	65,810.18	30.33 %	141,747.06
500 - BOND & INTEREST (GENERAL	48,708.25	0.00	48,708.25	0.00 %	389,666.00	97,276.28	292,389.72	24.96 %	584,733.00
Report Total:	445,747.82	535,243.25	-89,495.43	120.08 %	3,565,982.56	3,225,504.93	340,477.63	90.45 %	5,351,119.91